**AGENDA**
**FORSYTH COUNTY BOARD OF COMMISSIONERS**
**THURSDAY, JANUARY 23, 2025 AT 5:00 PM**
**110 EAST MAIN STREET, SUITE 220**
**CUMMING, GEORGIA 30040**

**I. Call Meeting to Order**

**II. Invocation and Pledge of Allegiance**

**III. Adoption of Agenda**

**IV. Announcements and Reports**

**V. Public Comments**

**VI. Adoption of Minutes**

(1) Regular Meeting / Public Hearings and Executive Session of January 9, 2025

(2) Work Session and Executive Session of January 14, 2025

**VII. Consent Agenda**

(1) Board ratification of the following Items that were discussed and voted on at the Work Session held on January 14, 2025 (as anticipated by Board Rule 1.07.01):

(A) Board approval of Task Order 1 Proposal 15243 with Premier Tree Solutions in the amount of $76,972.50 to perform tree cutting and removal services to support the Sanitary Sewer Residential Easement Clearing Program (22-025-3300) - Deputy Director, Department of Water and Sewer

(B) Board approval of Task Order 2 Proposal 15343 with Premier Tree Solutions in the amount of $84,150.00 to perform tree cutting and removal services to support the Sanitary Sewer Residential Easement Clearing Program (22-025-3300) - Deputy Director, Department of Water and Sewer

(C) Board approval of the Second Amendment to the Standard Services Agreement with Pinnacle Data Systems Inc. for Bill Printing and Mailing for the Department of Water and Sewer - Deputy Director of Business Services, Department of Water and Sewer

(D) Board approval to enter into an Agreement with SCANA Energy Marketing, LLC via Georgia State Contract Number 99999-001-SPD0000153-0001, for Natural Gas service in 2025 and 2026 for County Facilities with approval of the associated Contracts – Director, Department of Public Facilities

(E) Board approval of the Certification of Local Government Officials and State of

Georgia Grant Certification forms regarding the Georgia Transportation Infrastructure Bank (GTIB) for the Coal Mountain Connector grant – Grant Manager, Finance Department

(F) Board approval to award Bid 25-26-1620 to REMS Property Management, LLC in the amount of $188,620.00 for Landscaping and Detention Pond Clearing Services for the Department of Public Facilities with approval of the associated General Services Agreement – Director, Department of Public Facilities

(G) Board approval of Task Order 25-02 with Precision Planning, Inc. under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202200045) in the amount of $59,698.00 for Design and Construction Services for the Watson Elevated Tank Site Improvements Project - Deputy Director, Department of Water and Sewer

(H) Board approval of Change Order No. 001 to the Construction Services Agreement (Contract 1202200029) with Archer Western Construction, LLC in the amount of $158,362.45 for the Fowler WRF Phase II Expansion to incorporate design changes during construction - Director, Department of Water and Sewer

(I) Board approval of Engagement Letter with Morris, Manning and Martin (Lee Anne Sapp) for legal services related to The Gathering at South Forsyth - County Manager

(J) Board approval to award Bid 25-11-5211 to Meer Electrical Contractors, Inc. for Sports Lighting Repair and Maintenance As-Needed for the Department of Parks and Recreation with approval of the associated Services Agreement - Director, Department of Parks and Recreation

(K) Board approval to utilize First Call Technologies for Social Services Software for Senior Services Department and approval of a Budget Resolution in the amount of $14,600.00. Software is necessary to be compliant with current county security regulations with HIPPA and PHI per CISO - Interim Assistant Manager, Department of Senior Services

(L) Board approval of a Sole Source Purchase from Southern Environmental Systems, LLC in the amount of $334,864.80 for Cal-X Odor Control Chemicals, Specialized Dosing Equipment, and Technical Services at ten (10) lift stations for calendar year 2025 - Deputy Director, Department of Water and Sewer

(M) Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Water & Sewer Dept) at 514 West Maple Street, Bldg 800, Cumming, GA. - Director, Department of Public Facilities

(N) Board acceptance of the Elected Official P-Card Agreement for new County Commissioner Mendy Moore with acceptance of the Purchasing Card and Credit Card User Agreement - County Manager

(O) Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Public Facilities Dept) at 514 West Maple Street, Suite 1201, Cumming, GA, in the amount of $15,000.00 for January through December of 2025 - Director, Department of Public Facilities

(P) Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Building and Licensing) at 514 West Maple Street, Suites 301 and 302, Cumming, GA, in the amount of $39,528.00 for January through December of 2025 - Director, Department of Public Facilities

(Q) Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Employment Services) at 514 West Maple Street, Suites 303 and 304, Cumming, GA, in the amount of $39,528.00 for January through December of 2025 - Director, Department of Public Facilities

(R) Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (formerly Health and Wellness Center) at 514 West Maple Street, Suites 305 and 306, Cumming, GA, in the amount of $54,828.00 for January through December of 2025 - Director, Department of Public Facilities

(S) Board approval of the 2025 Funding Agreement with Avita Community Partners - Director, Finance Department

(T) Board authorization to acceptance the award of the Thanks Mom and Dad Fund 2024-25 Senior Center Innovation and Modernization Grant in the amount of $2,000.00, with no required match, to purchase mobile training tables for the Senior Services Center located at Sexton Hall - Interim Assistant Manager, Department of Senior Services

(U) Board authorization to accept the award of the Thanks Mom and Dad Fund 2024-25 Senior Center Innovation and Modernization Grant in the amount $2,000.00, with no required match, to purchase a new sound system and a fitness game for the Senior Services Center located at Central Park - Interim Assistant Manager, Department of Senior Services

(V) Board approval of a Right Of Way Easement with Sawnee Electric Membership Corporation for the Bennett Park Redevelopment Project - Parks Project Manager, Capital Projects

(W) Board approval to renew the Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey, in the amount of $59,700.00 for 2025 Stream Flow Monitoring of Dick Creek at Old Atlanta, Big Creek at Hwy 9, and the Chatthoochee River upstream and downstream of McGinnis Ferry Road with authorization for the County Manager to sign - Director, Department of Water and Sewer

(X) Board approval of Task Order No. 7 with BCC Engineering, LLC in the amount of $192,424.00 to provide construction engineering and inspection (CEI) and construction management services under the As-Needed Construction Engineering, and Inspection Contract associated with the Coal Mountain Park Improvements (P19CM) - Director, Capital Projects

(Y) Board approval of Change Order #002 with Kevin Price Construction, LLC (Bid 22-64-1514) in the amount of $57,969.53 for the construction of Fire Stations #9 and #15 - Vertical Capital Projects Manager, Department of Capital Projects

(Z) Board approval to award Quote 25-39-2410 to ACS Landscape Management, Inc. in the amount of $7,346.00 for Lawn Maintenance at the Public Safety Complex for the Fire Department with approval of the associated General Services Agreement - Fire Chief, Fire Department

(AA) Board approval to award Quote 25-12-2410 to Fire-Dex GW, LLC dba Gear Wash in the not to exceed amount of $10,000 for calendar year 2025 for the Cleaning and Repairs of Turnout Gear As-Needed for the Fire Department with approval of the associated General Services Agreement - Fire Chief, Fire Department

(BB) Board authorization to accept the award of the Atlanta Hawks Foundation FY24 GRPA-Hawks Partnership Grant in the amount of $2,380.00, with no required match, with approval of a Budget Resolution – Director, Parks and Recreation

(CC) Board approval of the 2025 Annual Service Agreement with Motorola Solutions Inc. in the amount of $850,615.82 for the Radio Systems Tower Locations and Public Safety Radio Equipment for the Emergency Management Agency with approval of the associated Service Agreement - Director, Emergency Management Agency

(DD) Board approval to award RFP 25-10-3340 to Envelope & Forms, Inc., dba SureBill for the Printing and Mailing of Utility Bills for the Department of Water and Sewer with approval of the associated General Services Agreement - Deputy Director of Business Services, Department of Water and Sewer

(EE) Board approval to award Bid 25-37-2210 to Lanier Tire & Wheel, Inc. for Vehicle Repairs and Preventative Maintenance As-Needed for the Sheriff's Office with approval of the associated General Services Agreement - Director of Business Operations, Sheriff's Office

(FF) Board authorization for Forsyth County, on behalf of the Sheriff's Office, to apply for the Governor's Office of Highway Safety (GOHS) FFY 2026 Innovative Grant in an amount up to $136,000.00 with a required 20 percent match of up to $34,000.00 for the Highway Enforcement and Aggressive Traffic (HEAT) program – Director of Business Operations, Sheriff's Office

(GG) Board approval for staff to proceed with the Public Hearing process regarding amendments to the Forsyth County Comprehensive Plan related to large lots on A1 property – Hill / John

(HH) Board authorization for staff to proceed with the Public Hearing process regarding a County-Initiated Sketch Plat – Parcel 064-032 – Semanson / Hill

(2) Board adoption of a Resolution authorizing Affidavit concerning the Executive Session of January 9, 2025 - County Manager

(3) Board adoption of a Resolution authorizing Affidavit concerning the Executive Session of January 14, 2025 - County Manager

## VIII. Public Hearings

(1) Public hearing and possible vote regarding an amendment to the Forsyth County Animal Control Ordinance that will eliminate the section on vicious animals under Article II and amend Article V, Dangerous Dogs and Vicious Dogs. The proposed changes include defining what constitutes a substantial injury, adding a new category for the classification of dogs following a bite to another animal that does not result in death of the animal, expanding the criteria for when a dog may be classified as Dangerous, updating the classification and appeal procedures to reflect the proposed amendments, and for other purposes - County Attorney

(2) Public hearing and possible vote regarding an amendment to the Forsyth County Alcohol Ordinance that will amend the requirements for consumption on premises at indoor commercial recreation establishments, add definitions, to set the rules for alcohol sales at indoor commercial recreation establishments, and for other purposes - County Attorney

(3) Public Hearing and possible vote regarding the approval of a county-initiated Sketch Plat for Forsyth County Board of Commissioners - Parcels 106-066 and 106-634 - SP240024 - District 3 - Director, Department of Planning and Community Development

## IX. Public Comments

## X. Old Business

(1) Board discussion on the process used on the creation of Resolutions, engagement of staff lobbying on behalf of BOC, and changing/creating policy without BOC direction - Mills / Levent
**(Postponed from the November 21, 2024 Agenda)**

(2) Board discussion regarding the City of Cumming's Resolution sent to the County, signed November 6th - Levent / Mills
**(Postponed from the December 5, 2024 Agenda)**

(3) Board discussion and possible direction regarding Meeting Room location for Work Sessions - Levent / Mills
**(Postponed from the December 5, 2024 Agenda)**

(4) Board discussion and possible direction the 2024/2025 County/Chamber of

Commerce Funding Agreement - Mills / Levent
**(Postponed from the December 5, 2024 Agenda)**

(5) Board discussion and possible direction regarding emails and digital communications from constituents to Board members - Mills / Levent
**(Postponed from the December 5, 2024 Agenda)**

## XI. New Business

(1) Priyanka Patel - ZA4175 - to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with Conditional Use Permits (CUPs) for a 5,000 sq. ft. convenience store with fuel dispensing units conducting around the clock business with 22 parking spaces and a 9,000 sq. ft. retail package liquor store/retail trade establishment with 36 parking spaces with the following variance to: 1.) Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2) - Parcel 302-006 - District 4 - Director, Department of Planning and Community Development
**(Postponed from the November 21, 2024 and December 19, 2024 Agendas)**

(2) Board appointment / reappointment of the District 2 Representative to serve on the Parks and Recreation Board for a term to begin effective immediately and expire on December 31, 2026 - County Manager

(3) Board appointment / reappointment of the District 5 Representative to serve on the Parks and Recreation Board for a term to begin effective immediately and expire on December 31, 2026 - County Manager

(4) Board consideration and approval of a Resolution authorizing the exercise of redevelopment powers – County Manager and Legal Council

## XII. Recess Regular Meeting

## XIII. Executive Session (if needed)

## XIV. Adjournment

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Adoption of Minutes**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Regular Meeting / Public Hearings and Executive Session of January 9, 2025

**Recommended Action:** **Adopt**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Cindy Henderson, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Adoption of Minutes**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Work Session and Executive Session of January 14, 2025

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board ratification of the following Items that were discussed and voted on at the Work Session held on January 14, 2025 (as anticipated by Board Rule 1.07.01):

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 12/30/2024 | **Presenter:** | Steve Ratzlaff |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Task Order 1 Proposal 15243 with Premier Tree Solutions in the amount of $76,972.50 to perform tree cutting and removal services to support the Sanitary Sewer Residential Easement Clearing Program (22-025-3300) - Deputy Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Repair & Maintenance Sewer System | $76,972.50 | $1,260,135.20 | 50533410.522243 |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: No
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 12/30/2024 |
| Scott Adams, Water & Sewer | Approved - 1/3/2025 |
| Adrian Casey, Procurement | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15243
Created: 08/19/2024
From: Rafael

## Proposal For

Forsyth County Procurement Department
514 West Maple Street
Suite 104
Cumming, GA 30040

main: 770-888-8872 ext 8868
mobile: 404-809-9853
altrammel@forsythco.com

## Service Location

5025 Hampshire Ct
Suwanee, GA 30024

Task Order #1 5025 Hampshire Ct 30024

## Payment Terms

Upon Tree Service Completion

| PLANT | SCOPE OF SERVICE | AMOUNT |
|---|---|---|
| | 1) Tree Service -<br>5025 hamshire court. Remove crape myrtles and river birch trees marked with white paint. | $ 1,485.00 |
| | 2) Tree Service -<br>Walk down towards fence (remove fence for access). Remove several large trees inside house with pool. All trees are marked. | $ 7,425.00 |
| | 3) Remove -<br>Remove large section of bamboo and other trees in between (all marked) | $ 3,712.50 |
| | 4) Remove -<br>Keep walking straight and remove several large tulip poplars and Bradford pears marked with white paint. | $ 4,950.00 |
| | 5) Remove -<br>Keep walking straight towards slope with rip rap banks. Remove several medium sized trees along the way (difficult access). Cut through large pile of trees along easement. Remove all debris or chip it on site. Some parts of the large pile of trees that are not along the easement line do not need to be removed. | $ 4,950.00 |
| | 6) Remove -<br>Walk back towards bamboo area. Start cutting trees looping around cut-de-sac. This entire section will be priced within this one line item due to the amount of work and high level of difficulty and lack of access. Remove all trees marked in and outside of backyard of 5045 Hampshire ct. Keep looping around the cup-de-sac and stop cutting at the adjacent cul-de-sac at 4920 Ashwell Ln. There are several large pine trees, hardwoods and leyland cypress trees along this section with little to no access to those trees. A big operation for several days will take place to remove all debris. | $ 54,450.00 |

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15243
Created: 08/19/2024
From: Rafael

| TOTAL | $ 76,972.50 |
|---|---|

*Atlanta Premier Tree Solutions, LLC hereby offers to perform the above scope of services for the customer on the terms and conditions included herein.*

*Cost include removal of all tree debris from property pertaining to the scope of services described (with the exception of stump removal) unless otherwise noted in scope of work. Debris/chips from any requested stump grinding will be left on site. Debris/chips from stump grinding can be removed, but additional costs will apply.*

*By signing this Proposal for Services, Customer hereby accepts it and the attached incorporated Terms and Conditions and agrees to make payment for the Work upon completion of it pursuant to the Terms and Conditions.*

*All work to be completed in accordance to the ANSI A300 Tree Care Standard.*

## Signature

x

Please sign here to accept the terms and conditions

Jeff Roth, 1/3/2025

## Photos

*1) Tree Service -*

*1) Tree Service -*

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15243
Created: 08/19/2024
From: Rafael

*2) Tree Service -*

*2) Tree Service -*

*2) Tree Service -*

*2) Tree Service -*

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15243
Created: 08/19/2024
From: Rafael

*3) Remove -*

*4) Remove -*

*4) Remove -*

*5) Remove -*

Premier Tree Solutions
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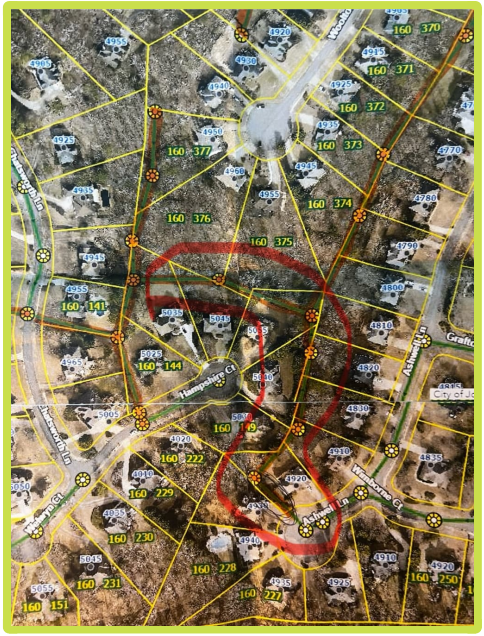
404-252-6448
office@chopmytree.com

Proposal #15243
Created: 08/19/2024
From: Rafael

*5) Remove -*

*6) Remove -*




*6) Remove -*

*6) Remove -*

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*6) Remove -*

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*6) Remove -*

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*6) Remove -*

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*6) Remove -*

*6) Remove -*

*6) Remove -*

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 12/30/2024 | **Presenter:** | Steve Ratzlaff |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Task Order 2 Proposal 15343 with Premier Tree Solutions in the amount of $84,150.00 to perform tree cutting and removal services to support the Sanitary Sewer Residential Easement Clearing Program (22-025-3300) - Deputy Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: NO

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 12/30/2024 |
| Scott Adams, Water & Sewer | Approved - 1/3/2025 |
| Adrian Casey, Procurement | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/14/2025 |

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15343
Created: 09/16/2024
From: Rafael

## Proposal For

Forsyth County Procurement Department
514 West Maple Street
Suite 104
Cumming, GA 30040

main: 770-888-8872 ext 8868
mobile: 404-809-9853
altrammel@forsythco.com

## Service Location

5055 Hampshire Ct
Suwanee, GA 30024

Task Order #2 5055 Hampshire Ct 30024

## Payment Terms

Upon Tree Service Completion

| PLANT | SCOPE OF SERVICE | AMOUNT |
|---|---|---|
| | 1) Remove - Start at manhole back right side of 5055 (access thru driveway at this location is crucial). Looking at map. Remove all trees marked in white paint along long stretch ending at last manhole on 4720 ash well ln. There are approximately 50-60 large and medium sized trees. Difficult access in between properties. Might need to keep using 5055 as the only exiting point or use crane at the last manhole on street. | $ 29,700.00 |
| | 2) Remove - Drive over to 5065 Welwyn ct (sewer station). Cut down all trees marked on both side of the road, remove large section of bamboo (all marked). Good access. Keep going behind houses parallel to Chastworth ln. There are a total of 6 manholes along this stretch. There's good access along the way and the trees are scattered. To the left side of the sewer station (marked on the map) are also trees marked - Wayne said that we will not be doing this section now. In between houses 4950 and 4960 there are more large trees marked for removal. Across the street from 4950 there are more trees marked in between 4955 and 4945 (large holly trees, river birch and others). A fence will need to be removed for access. | $ 24,750.00 |
| | 3) Remove - Drive over to 4765 Ashwell ln. Several trees scattered. Some small trees and some large. Start cutting trees marked behind the properties until it loops around house 4820 Grafton court (where most of the trees are). Some fences need to be removed and installed back. | $ 12,375.00 |
| | 4) Remove - Drive over to 4930 kilmersdon ct. Start cutting trees down towards main road (Westminster ln). Remove all trees along the way (few trees marked). At the last manhole by busy road, there are several large trees (traffic control is needed on main road). Then, back to the house where you started, look for trees marked to the west side. Stop cutting at house 4930 Woolton hill. | $ 17,325.00 |

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15343
Created: 09/16/2024
From: Rafael

| TOTAL | $ 84,150.00 |
|---|---|

*Atlanta Premier Tree Solutions, LLC hereby offers to perform the above scope of services for the customer on the terms and conditions included herein.*

*Cost include removal of all tree debris from property pertaining to the scope of services described (with the exception of stump removal) unless otherwise noted in scope of work. Debris/chips from any requested stump grinding will be left on site. Debris/chips from stump grinding can be removed, but additional costs will apply.*

*By signing this Proposal for Services, Customer hereby accepts it and the attached incorporated Terms and Conditions and agrees to make payment for the Work upon completion of it pursuant to the Terms and Conditions.*

*All work to be completed in accordance to the ANSI A300 Tree Care Standard.*

## Signature

x

Please sign here to accept the terms and conditions

Jeff Roth, 1/3/2025

## Photos

*1) Remove -*

*1) Remove -*

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15343
Created: 09/16/2024
From: Rafael

*1) Remove -*

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*1) Remove -*

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*1) Remove -*

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Proposal #15343
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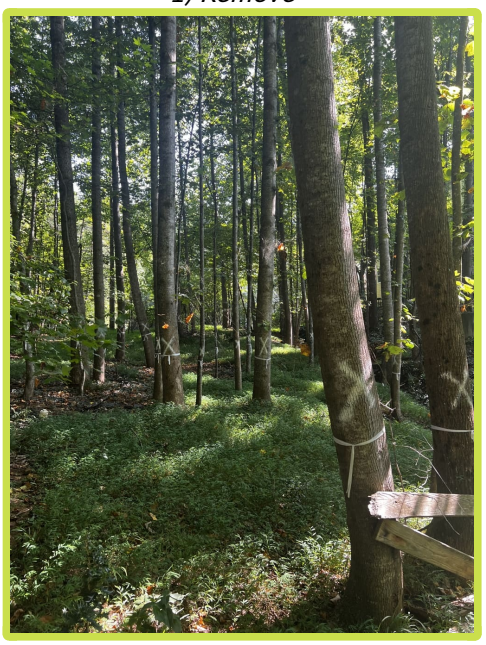
*1) Remove -*

*1) Remove -*



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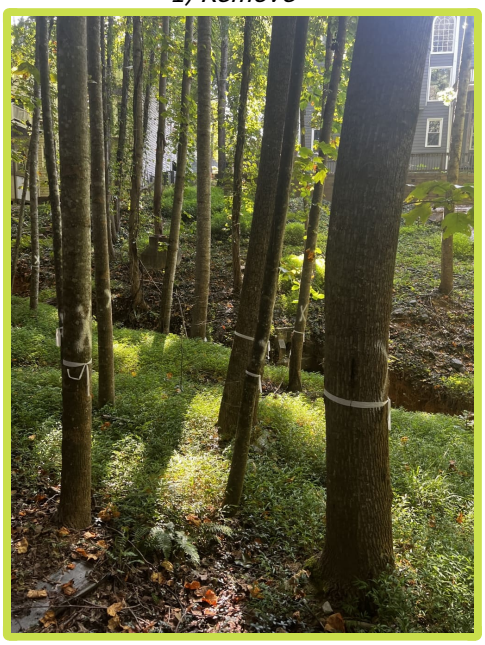

Premier Tree Solutions
8525 Serenbe Road
Chattahoochee Hills, Ga 30268
404-252-6448
office@chopmytree.com

Proposal #15343
Created: 09/16/2024
From: Rafael

*1) Remove -*

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office@chopmytree.com

Proposal #15343
Created: 09/16/2024
From: Rafael

*2) Remove -*

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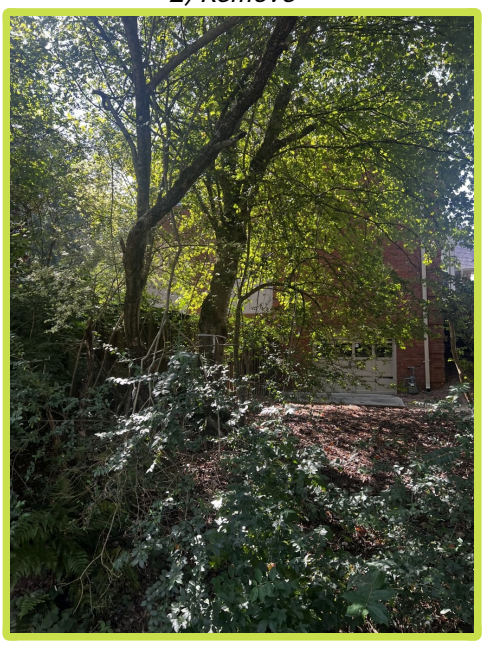

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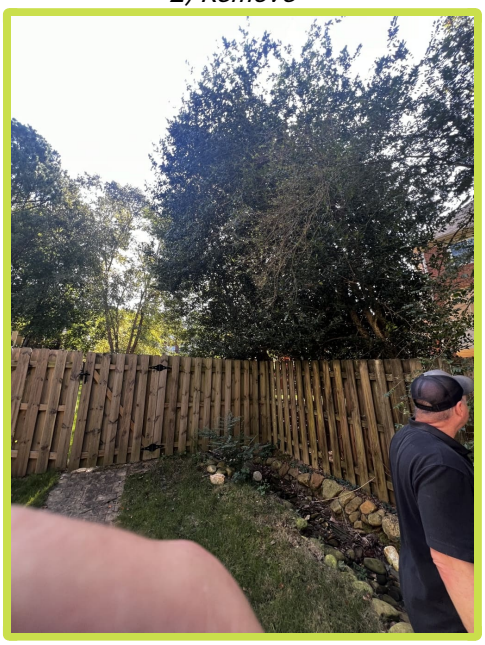

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*3) Remove -*

*4) Remove -*

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Proposal #15343
Created: 09/16/2024
From: Rafael

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*4) Remove -*

*4) Remove -*

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From: Rafael

*4) Remove -*

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Proposal #15343
Created: 09/16/2024
From: Rafael

*4) Remove -*

*4) Remove -*

*4) Remove -*

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Adrian Casey, Procurement Director |
| **Date Submitted:** | 12/31/2024 | **Presenter:** | Bradley Wright |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of the Second Amendment to the Standard Services Agreement with Pinnacle Data Systems Inc. for Bill Printing and Mailing for the Department of Water and Sewer - Deputy Director of Business Services, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by: Adrian Casey
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: Yes
Reviewed by: Joshua Jones
Comments: Reviewed and approved prior to vendor signature

**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Adrian Casey, Procurement | Created/Initiated - 12/31/2024 |
| Scott Adams, Water & Sewer | Approved - 1/2/2025 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| Barry Lucas, Administration | Approved - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/6/2025 |

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# SERVICES AGREEMENT

## (Second Amendment)

This **SECOND AMENDMENT** ("Second Amendment") to that certain Standard Services Agreement (the "Agreement") is made and entered into this **1st** day of **January**, **2025** (the "Effective Date"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and **PINNACLE DATA SYSTEMS, LLC**, an Alabama limited liability company ("Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

**WHEREAS**, the Parties entered into the Agreement on February 10, 2021, with an initial term ending on December 31, 2021;

**WHEREAS**, the Agreement was renewed by the Parties for three (3) years, and it is set to expire on December 31, 2024;

**WHEREAS**, on April 18, 2024, the Parties amended the Agreement to modify Article IV, Paragraph D;

**WHEREAS**, the Parties desire to further amend the Agreement to extend the term of the Agreement for three (3) months and update the pricing accordingly;

**WHEREAS**, the Parties otherwise agree that all other terms and conditions under the Agreement, as previously amended, shall remain the same.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Recitals/Defined Terms**. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

DocuSigned by:
DE65462CE5754AD...
December 23, 2024
CRO

2. **Term of Agreement**. The term of the Agreement shall be extended until March 31, 2025 ("Extended Term"). Any Work performed prior to the expiration of the Agreement (i.e., December 31, 2024) and the Effective Date of this Second Amendment is hereby ratified by both Parties.

3. **Pricing**. For the Extended Term, the pricing is set forth in the below table:

Docusign Envelope ID: 00273A1D-9A5F-486E-BF08-E2CD1B978233

| **Description** | Price |
|---|---|
| *Base statement processing includes data processing, document composition and as required, duplex printed 24# sheet, generic #9 envelope inserted into generic #10.* | $ 0.1472 |
| *Add'l Sheet processing includes data processing, document composition and as required, duplex printed 24# sheet.* | $ 0.0819 |
| *9x12 generic, bottom perf* | $ 0.3823 |
| *Flat insert* | $ 2.2600 |
| *marketing insert* | $ 0.0056 |
| *PDF creation* | $ 0.0125 |

4. **Construction; Effect of this Second Amendment**. This Second Amendment shall be deemed a part of and shall take precedence over and supersede any provisions to the contrary contained in the Agreement, as previously amended. Notwithstanding, except as expressly modified by this Second Amendment, all provisions of the Agreement, as previously amended, that are not in conflict with the terms herein shall remain in full force and effect.

5. **Counterparts; Facsimile Signatures**. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Second Amendment, an executed facsimile or email counterpart copy of this Second Amendment shall be deemed an original for all purposes and binding upon the Parties hereto.

6. **Ratification**. The remaining terms and provisions of the Agreement are ratified and confirmed by the Parties and are incorporated into this Second Amendment by reference as if set forth fully herein. This Second Amendment, together with the Agreement, as previously amended, constitutes the entire understanding of the Parties with regard to the subject matter hereof and, as so amended, supersedes all prior or contemporaneous discussions, representations, promises, inducements, and understandings with respect to the subject matter hereof.

7. **Authority**. Each Party hereby represents and warrants that (a) it has authority to enter into this Second Amendment; and (b) the terms, covenants, and obligations contained herein are binding upon and enforceable against itself.

8. **Professional Services Fees.** If Professional services for development work during the Term, the fees for those services will be described in a Statement of Work, Change Request or Work Order that the County will approve and accept before the work is initiated at a rate of $250.00/hour.

[SIGNATURES ON NEXT PAGE]

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**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be executed in their respective names and caused their respective seals to be affixed effective as of the date first stated above.

**CONTRACTOR:**

**PINNACLE DATA SYSTEMS, LLC**

By: DocuSigned by: DE65462CE5754AD...

Print: Scott Biel

Title: CRO

Attest: _____

Print: _____

Title: _____

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

Attest: _____
Rhonda Hansard, County Clerk

[COUNTY SEAL]

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Gregory Bridges, Procurement Agent III |
| **Date Submitted:** | 01/02/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to enter into an Agreement with SCANA Energy Marketing, LLC via Georgia State Contract Number 99999-001-SPD0000153-0001, for Natural Gas service in 2025 and 2026 for County Facilities with approval of the associated Contracts – Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| (several accounts used monthly) | $0.00 | $0.00 | 10016565-5312220, 27024510-531220, 50533410-531220 |
| Natural Gas | $0.00 | $189,000 | 10016565/531220 |
| Natural Gas | $0.00 | $60,360.00 | 27024510/531220 |
| Natural Gas | $0.00 | $17,200.00 | 50533410/531220 |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: Yes
Reviewed by: Joshua Jones reviewed Contracts on 12/19/24 and 12/20/24.
Comments:

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Gregory Bridges, Procurement | Created/Initiated - 1/2/2025 |
| Dan Callahan, Public Facilities | Approved - 1/2/2025 |
| Adrian Casey, Procurement | Approved - 1/6/2025 |

| | |
|---|---|
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

# Natural Gas Purchase Contract

**SEGA V1.1**

FOR OFFICE USE ONLY: 186

**Seller:** **SCANA Energy Marketing, LLC**
Attn: Contract Administration, 3344 Peachtree Road Suite 2150 Atlanta, GA 30326
Fax: 803-933-8284
Phone: 404-760-6217

**Buyer:** **FORSYTH COUNTY GA SWC G11** **Contact Name** Greg Bridges

**Confirmation Email** accountspayable@forsythco.com **Phone** 770-888-8872 **Fax**

| | Street Address | City | State | Zip |
|---|---|---|---|---|
| **Mailing** | 110 E Main St | Cumming | GA | 30040 |
| **Billing** | Same as Mailing | | | |
| **Facility** | See Exhibit A | | | |

**Account Number/s** See Exhibit A or ☒see the attached ***Exhibit A***

This Contract is subject to Seller's Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

| | |
|---|---|
| **Natural Gas Distribution Company ("NGDC"):** | **Atlanta Gas & Light** |
| **Purchase Price:** | ☒ Fixed Price of $**0.471** per **Therm** for all gas delivered to the Burnertip throughout the Initial Term **plus $6.50 times DDDC**; and the following charges that are not included in the per Therm unit price: all AGL charges assessed Seller for services provided for Buyer; Seller's customer service charge of $**0.00** per account; and any taxes, charges and fees imposed by Federal, state or local government or any Federal or State regulatory agencies.<br><br>☐ Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus $ per **Therm** for all gas delivered to the Burnertip throughout the Initial Term **plus $6.50 times DDDC**; and the following charges that are not included in the per Therm unit price: all AGL charges assessed Seller for services provided for Buyer; Seller's customer service charge of $ per account; and any taxes, charges and fees imposed by Federal, state or local government or any Federal or State regulatory agencies.<br><br>The price includes all applicable interstate transportation charges, shrink/fuel to the delivery point, Btu conversion, and pooling fees.<br><br>After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract. |
| **Initial Term:** | The Initial Term of this Contract will begin with the **February 2025** NGDC billing cycle, and it will continue through the **December 2025** NGDC billing cycle. |
| **Renewal:** | Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term.<br><br>Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller. |
| **Early Termination Damages:** | **If under a Fixed Price:** For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.<br><br>**If under a Variable Price:** For each Account that is terminated early, damages will be equal to $0.02 per Therm multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term. |

**Contract Volumes in Therm at the Burnertip**

| Month | Jan | Feb | Mar | Apr | May | Jun | July | Aug | Sept | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 37,607 | 27,803 | 18,106 | 11,994 | 9,618 | 8,685 | 8,857 | 8,877 | 8,808 | 11,808 | 21,329 | 31,468 |

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

**The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, Seller's Natural Gas Supply Master Terms and Conditions, and any Exhibit A.**

| | | | |
|---|---|---|---|
| **Accepted by Buyer:** | | | |
| | **Name:** | **Title** | **Date** |
| **Accepted by Seller:** | | Director of C&I Sales | |
| | **Name:** Pat Keeley | **Title** | **Date** |

## Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on the Natural Gas Purchase Contract. These Master Terms and Conditions, the specific terms set forth on the Natural Gas Purchase Contract, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Natural Gas Supply.** Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays. This Contract is contingent upon Seller receiving any and all necessary transportation agreements with intrastate and/or interstate pipelines on acceptable terms and shall be subject to all terms and conditions set forth therein.

2. **Renewal Variable Price.** The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, a service fee, all applicable NGDC charges, and applicable state and local taxes.

3. **Billing, Payment, and Auditing.** Gas sold and purchased pursuant to this Agreement shall be measured at the meter at the Buyer's facility in accordance with the procedures established by the NGDC. Seller shall invoice Buyer for gas delivered in accordance with the account billing cycle. NGDC pass-through charges will be billed in full regardless of the number of days of service. Buyer will pay all NGDC delivery and service charges applicable to Buyer and all charges related to the NGDC's obligation assigned to Seller for Buyer's account. A billing cycle is approximately one month, but the actual number of days may vary with each billing cycle. Buyer may receive an initial bill for less than a complete billing cycle. Buyer shall pay Seller within twenty (20) days following the receipt of Seller's invoice. Buyer will remit all payments to Seller addressed to: SCANA Energy Marketing, LLC, Post Office Box 100157, Columbia, SC 29202-3157. A late fee equal to the greater of (a) $10.00, or (b) 1.5%, will be applied to previously unpaid balances per month. Each party shall have the right, at its sole expense and during normal working hours, to examine the records of the other as necessary to verify the accuracy of any statement charge, notice or computation made pursuant to the provisions of this Contract. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments therefore will be promptly made by the owing party; provided, however, that no adjustment for any statement or payment will be made after the lapse of one (1) year from the rendition thereof without the parties' prior mutual consent. Seller shall have the right at any time and from time to time to discontinue deliveries of gas hereunder if Buyer fails to timely make any payment due hereunder, or if Seller, in Seller's reasonable judgment and discretion, doubts Buyer's ability to make any payment which may become due hereunder. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. For purposes of this Section, if a bill is mailed (or posted electronically) by Seller to the Buyer within thirty (30) days of the date following the actual monthly meter reading or date of the estimated reading, if applicable, the bill will have been sent in a timely manner. The Buyer is responsible for the charges associated with natural gas consumption until the disconnection has been made. If Buyer's service is disconnected for non-payment, Buyer can reconnect service after the balance in full, a reconnection fee of $75, and security, if applicable, have been paid. Partial payments may be accepted, but will not necessarily result in reconnection of service. Seller is not obligated to reconnect the Buyer's service under the Purchase Price associated with this Contract.

4. **Credit.** Deliveries of gas to Buyer shall be conditioned upon and subject to Buyer furnishing the Seller verification of creditworthiness and/or other security for payment as Seller may reasonably require from time to time. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require sufficient security in the form of a deposit, an irrevocable letter of credit, a performance bond, or a guarantee by a creditworthy entity. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract without prior notice. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

5. **Damages.** Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

6. **Cross Default.** If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. **LIMITATION OF LIABILITY.** Seller's service obligation to Buyer under this Contract shall be no greater than the service obligations of the NGDC and Seller shall be excused from performance to the same extent the NGDC is excused from performance as set forth in the NGDC's effective tariff. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. **Warranty.** Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. **Regulatory.** Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. Seller reserves the right to amend this Agreement to reflect any material revision by FERC to the NGDC tariffs and/or the applicable rules and regulations.

10. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for

Buyer's acting or failing to act upon Seller's advice or recommendations.

**11. Dispute Resolution.** The parties hereby agree to resolve all Disputes through binding arbitration on the terms set forth below (collectively, the "Arbitration Provision"):

**a. Purpose:** If Buyer has a Dispute (as defined below) with Seller that cannot be resolved informally, the parties must arbitrate that Dispute in accord with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that Buyer will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. **BY ACCEPTING SERVICE OR CONTINUING TO RECEIVE SERVICE FROM SELLER, BUYER HAS AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND BUYER HAS WAIVED THE RIGHT TO FILE AN ACTION IN COURT.**

b. **Definitions:** As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between the parties regarding any aspect of Buyer's relationship with Seller, including gas service provided by Seller, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Seller" means SCANA Energy Marketing, LLC and its officers, directors, employees, members, affiliates and agents and any other party that Seller may contend is jointly or severally liable with any of the foregoing parties.

c. **Informal Dispute Resolution:** Most customer concerns can be resolved quickly and informally. If the Buyer has a complaint or a Dispute with Seller, Buyer can call Seller's Customer Service Center at 877-811-4463, or write to PO Box 100157, Columbia, SC 29202-3157, or email Seller at scanaenergycontactus@scana.com. Upon contacting Seller's Customer Service Center, Buyer should plan to provide its service address and SCANA Energy account number. **In the unlikely event that the Seller is unable to resolve a complaint or Dispute to Buyer's satisfaction (or if Seller has not been able to resolve a Dispute it has with Buyer after attempting to do so informally), the parties agree to resolve all Disputes through binding arbitration by the American Arbitration Association ("AAA") or, if it is a claim for $15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.**

**d. Initiation of Arbitration Proceeding/Selection of Arbitrator:**

i. **Notice of Dispute:** A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Seller should be addressed to: SCANA Energy Marketing, LLC c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, Buyer or Seller may commence an arbitration proceeding. For Commercial and Industrial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by this agreement. During the arbitration, the amount of any settlement offer made by Seller or by Buyer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Buyer or Seller is entitled. The Notice form is available on Seller's website (www.scanaenergy.com) or by calling 877-811-4463.

ii. **Commencement of Arbitration:** Buyer may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to Seller at the address set forth in Section 11 (d)(i) above. The form is available on the AAA website (www.adr.org), on Seller's website (www.scanaenergy.com) or by calling 877-811-4463. Buyer can complete the Claim Form on the AAA website or Buyer can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to Seller at the address for Seller set forth of the first page of this Agreement. Buyer does not need to send payment to the AAA. Upon receipt of the Claim Form, Seller will pay the required Arbitration filing fee.

e. **Arbitration Procedures:** The Federal Arbitration Act ("FAA"), not state arbitration law, will govern the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Buyer's dispute with Seller. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. Seller will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the other provisions of this Agreement, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. Buyer should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. In addition to any other procedures set up by the AAA rules or the arbitrator, the parties agree that any information disclosed during discovery that has been designated as confidential or propriety shall remain in the exclusive physical custody, protection, and control of the Buyer or its attorneys, shall not be distributed or disseminated to any other persons, and shall be returned, including all copies thereof, to Seller within 30 days after conclusion of any arbitration proceeding.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**f. Waiver of Class Actions: ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SELLER, OR OTHER PERSONS SIMILARLY SITUATED. BUYER ALSO AGREES NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

g. **Location of Arbitration:** The arbitration shall take place in the county in which the Facility Address stated in Exhibit A or on the first page of this Agreement is located; provided, however, if multiple locations are served pursuant to this Agreement, the arbitration shall take place in Fulton County. If the amount of the claim is $10,000 or less Buyer may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than $10,000 the type of hearing shall be determined by the AAA rules.

h. **Payment of Arbitration Fees and Costs:** SELLER WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. BUYER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT

BUYER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF BUYER ELECTS TO BE REPRESENTED BY AN ATTORNEY), COSTS OF LITIGATION AND EXPERT WITNESS FEES. BUYER SHALL NOT BE REQUIRED TO REIMBURSE SELLER FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT BUYER'S CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SELLER WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF BUYER'S ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SELLER'S LAST SETTLEMENT OFFER OR IF SELLER DID NOT MAKE A SETTLEMENT OFFER, SELLER WILL PAY TWICE THE AMOUNT OF BUYER'S ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY BUYER'S ATTORNEY IN PURSUING BUYER'S CLAIM AND A $7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, BUYER MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SELLER MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SELLER AGREES NOT TO SEEK SUCH AN AWARD.

i. **Exclusion from Arbitration:** Buyer and Seller agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, Buyer or Seller may elect to seek resolution of the Dispute in the Magistrate Court. Buyer and Seller further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in Section 11(d).

j. **Continuation:** This Arbitration Provision shall survive the termination of Buyer's gas service with Seller.

12. **Privacy Policy.** During the operations of its business, Seller collects and uses information from its customers, including gas usage and other relevant information. Seller also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. Seller may disclose such information, in a manner that does not disclose sensitive information to the general public, to its affiliates or contractors operating on its behalf to (1) develop or offer new or enhanced products and services, or (2) administer and/or collect on customer accounts. Seller may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

13. **Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

14. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

15. **Choice of Law.** This Contract will be governed by the applicable laws of the State of Georgia, without regard to Georgia's principles of conflicts of law.

16. **Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

17. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes the terms and conditions of service filed by Seller with the Georgia Public Service Commission and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer, however, Seller reserves the right to amend this Contract to reflect any material revision to the NGDC tariffs and/or the applicable rules and regulations.

**Exhibit A to Natural Gas Purchase Contract Form SEGA V1.1**
**Account Numbers & Facility Addresses**

**Seller:** **SCANA Energy Marketing, LLC**
**Buyer:** **FORSYTH COUNTY GA SWC G11**

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

| | Account Number | Service Address | Service City | Service State | Service Zip Code |
|---|---|---|---|---|---|
| 1 | 1032672809 | 1762 THUNDER GULCH PASS | SUWANEE | GA | 30024 |
| 2 | 1041222849 | 7059-1/2 CONCORD BROOK LN | CUMMING | GA | 30028 |
| 3 | 1290335621 | 4045 COUNTY WAY | CUMMING | GA | 30040 |
| 4 | 1358169690 | 2469 COPPER MILL TRL | CUMMING | GA | 30041 |
| 5 | 2282564898 | 5150 LAUREL SPRINGS PKWY | SUWANEE | GA | 30024 |
| 6 | 2520670713 | 2113 GLEN WALLACE DR | CUMMING | GA | 30040 |
| 7 | 3054329063 | 8975 FRIARBRIDGE DR | SUWANEE | GA | 30024 |
| 8 | 4354044416 | 2512 DAVES CREEK DR | CUMMING | GA | 30041 |
| 9 | 4586824504 | 6295 BRACKEN BROWN DR LOT 1 | ALPHARETTA | GA | 30004 |
| 10 | 5596157679 | 6000 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 11 | 5663376083 | 1822 CHEROKEE CREEK TRL | CUMMING | GA | 30041 |
| 12 | 5988548896 | 241 CASTLEBERRY IND DR SUITE C | CUMMING | GA | 30040 |
| 13 | 633111828 | 5073 PITTMAN RD | CUMMING | GA | 30040 |
| 14 | 6533050650 | 78 RUTH LN | CUMMING | GA | 30041 |
| 15 | 6720552488 | 1148 BOOKHOUT DR | CUMMING | GA | 30041 |
| 16 | 742253794 | 2300 KEITH BRIDGE RD LOT 1 | CUMMING | GA | 30041 |
| 17 | 7818834431 | 2015 GRAND JUNCTION | ALPHARETTA | GA | 30004 |
| 18 | 8192239175 | 3520 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 19 | 8754419285 | 120 W COURTHOUSE SQ SUITE 120 | CUMMING | GA | 30040 |
| 20 | 8988612367 | 1278 MOUNTCLAIRE DR | CUMMING | GA | 30041 |
| 21 | 9036673516 | 5162 HUDSON VALLEY DR BLDG 1 | CUMMING | GA | 30028 |
| 22 | 9059924739 | 3680 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 23 | 9259165349 | 6269 ALLISON RD | CUMMING | GA | 30040 |
| 24 | 9343197810 | 3878 SEATON DR | SUWANEE | GA | 30024 |
| 25 | 9721027756 | 585 PEACHTREE PKWY | CUMMING | GA | 30041 |
| 26 | 112069178 | 1201 SAWNEE DR BLDG 1 | CUMMING | GA | 30040 |
| 27 | 1739027622 | 202 VETERANS MEMORIAL BLVD JAIL | CUMMING | GA | 30040 |
| 28 | 2090062747 | 4655 PITTMAN RD | CUMMING | GA | 30040 |
| 29 | 2147089693 | 1535-1/2 APPLE BLOSSOM DR | CUMMING | GA | 30040 |
| 30 | 2440466352 | 2720 HOLTZCLAW RD | CUMMING | GA | 30041 |
| 31 | 2506519708 | 4210 STARWOOD DR BLDG 1 | CUMMING | GA | 30028 |
| 32 | 2749587345 | 1525 BUFORD HWY | CUMMING | GA | 30041 |
| 33 | 3278483708 | 4240 TROTTERS WAY | ALPHARETTA | GA | 30004 |
| 34 | 364730029 | 800 MCFARLAND RD | ALPHARETTA | GA | 30004 |
| 35 | 3663254564 | 425 TRIBBLE GAP RD | CUMMING | GA | 30040 |
| 36 | 497026364 | 426 CANTON RD | CUMMING | GA | 30040 |
| 37 | 502075255 | 2265 MANOR CREEK CT | CUMMING | GA | 30041 |
| 38 | 548753419 | 608 VETERANS MEMORIAL BLVD | CUMMING | GA | 30040 |
| 39 | 5563631302 | 3910 EVANS RD | CUMMING | GA | 30040 |
| 40 | 5668240260 | 595 DAHLONEGA ST | CUMMING | GA | 30040 |
| 41 | 5957718645 | 6495 WALLACE TATUM RD | CUMMING | GA | 30028 |
| 42 | 603609675 | 3651 VALLEY CREST WAY | CUMMING | GA | 30041 |
| 43 | 6057102747 | 5110 PINEY GROVE RD | CUMMING | GA | 30040 |
| 44 | 6177719888 | 3905 CLIFF PINION PL | CUMMING | GA | 30040 |
| 45 | 6224558537 | 2300 KEITH BRIDGE RD | CUMMING | GA | 30041 |
| 46 | 625542387 | 4050 COUNTY WAY | CUMMING | GA | 30040 |
| 47 | 6315471693 | 5324 WINDING LAKES DR | CUMMING | GA | 30040 |

| | | | | | |
|---|---|---|---|---|---|
| 48 | 6373995423 | 875 LANIER 400 PKWY UNIT B | CUMMING | GA | 30040 |
| 49 | 6436850324 | 4140 COUNTY WAY | CUMMING | GA | 30040 |
| 50 | 6686322443 | 3530 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 51 | 6878477424 | 810 NICHOLS RD BLDG 1 | SUWANEE | GA | 30024 |
| 52 | 6968643185 | 1090 TRIBBLE GAP RD | CUMMING | GA | 30040 |
| 53 | 7263276789 | 4055 CAROLENE WAY | CUMMING | GA | 30040 |
| 54 | 7330798036 | 3480 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 55 | 7439839796 | 4120 COUNTY WAY | CUMMING | GA | 30040 |
| 56 | 7462424760 | 3680 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 57 | 7507899189 | 3480 SETTINGDOWN RD # A | CUMMING | GA | 30040 |
| 58 | 8053286258 | 6320 DAHLONEGA HWY | CUMMING | GA | 30040 |
| 59 | 8117523200 | 3190 CANEY RD | CUMMING | GA | 30041 |
| 60 | 8387139961 | 5159 CANADAY WAY | CUMMING | GA | 30040 |
| 61 | 8749551345 | 7305 LANIER DR | CUMMING | GA | 30041 |
| 62 | 8877375768 | 4110 CAROLENE WAY BLDG 1 | CUMMING | GA | 30040 |
| 63 | 9133227590 | 3813 ATLANTA HWY | CUMMING | GA | 30040 |
| 64 | 925043703 | 1545 DR BRAMBLETT RD | CUMMING | GA | 30028 |
| 65 | 9346171271 | 6015 KEITH BRIDGE RD | CUMMING | GA | 30041 |
| 66 | 973287824 | 4065 COUNTY WAY | CUMMING | GA | 30028 |
| 67 | 9768777113 | 1605 CANTON HWY | CUMMING | GA | 30040 |
| 68 | 9980591076 | 234 CASTLEBERRY IND DR | CUMMING | GA | 30040 |

**AGREED.**

| | | | |
|---|---|---|---|
| **Accepted by Buyer:** | | | |
| | **Name:** | **Title** | **Date** |
| **Accepted by Seller:** | | Director of C&I Sales | |
| | **Name:** Pat Keeley | **Title** | **Date** |

# Natural Gas Purchase Contract

**SEGA V1.1**

FOR OFFICE USE ONLY: 186

**Seller:** **SCANA Energy Marketing, LLC**
Attn: Contract Administration, 3344 Peachtree Road Suite 2150 Atlanta, GA 30326
Fax: 803-933-8284
Phone: 404-760-6217

**Buyer:** **FORSYTH COUNTY GA SWC G11** **Contact Name** Greg Bridges

**Confirmation Email** accountspayable@forsythco.com **Phone** 770-888-8872 **Fax**

| | Street Address | City | State | Zip |
|---|---|---|---|---|
| **Mailing** | 110 E Main St | Cumming | GA | 30040 |
| **Billing** | Same as Mailing | | | |
| **Facility** | See Exhibit A | | | |

**Account Number/s** See Exhibit A or ☒see the attached ***Exhibit A***

This Contract is subject to Seller's Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

| | |
|---|---|
| **Natural Gas Distribution Company ("NGDC"):** | **Atlanta Gas & Light** |
| **Purchase Price:** | ☒ Fixed Price of $**0.5394** per **Therm** for all gas delivered to the Burnertip throughout the Initial Term **plus $6.50 times DDDC**; and the following charges that are not included in the per Therm unit price: all AGL charges assessed Seller for services provided for Buyer; Seller's customer service charge of $**0.00** per account; and any taxes, charges and fees imposed by Federal, state or local government or any Federal or State regulatory agencies.<br><br>☐ Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus $ per **Therm** for all gas delivered to the Burnertip throughout the Initial Term **plus $6.50 times DDDC**; and the following charges that are not included in the per Therm unit price: all AGL charges assessed Seller for services provided for Buyer; Seller's customer service charge of $ per account; and any taxes, charges and fees imposed by Federal, state or local government or any Federal or State regulatory agencies.<br><br>The price includes all applicable interstate transportation charges, shrink/fuel to the delivery point, Btu conversion, and pooling fees.<br><br>After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract. |
| **Initial Term:** | The Initial Term of this Contract will begin with the **January 2026** NGDC billing cycle, and it will continue through the **December 2026** NGDC billing cycle. |
| **Renewal:** | Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term.<br><br>Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller. |
| **Early Termination Damages:** | **If under a Fixed Price:** For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.<br><br>**If under a Variable Price:** For each Account that is terminated early, damages will be equal to $0.02 per Therm multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term. |

**Contract Volumes in Therm at the Burnertip**

| Month | Jan | Feb | Mar | Apr | May | Jun | July | Aug | Sept | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 37,607 | 27,803 | 18,106 | 11,994 | 9,618 | 8,685 | 8,857 | 8,877 | 8,808 | 11,808 | 21,329 | 31,468 |

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

**The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, Seller's Natural Gas Supply Master Terms and Conditions, and any Exhibit A.**

| | | | |
|---|---|---|---|
| **Accepted by Buyer:** | | | |
| | **Name:** | **Title** | **Date** |
| **Accepted by Seller:** | | Director of C&I Sales | |
| | **Name:** Pat Keeley | **Title** | **Date** |

## Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on the Natural Gas Purchase Contract. These Master Terms and Conditions, the specific terms set forth on the Natural Gas Purchase Contract, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Natural Gas Supply.** Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays. This Contract is contingent upon Seller receiving any and all necessary transportation agreements with intrastate and/or interstate pipelines on acceptable terms and shall be subject to all terms and conditions set forth therein.

2. **Renewal Variable Price.** The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, a service fee, all applicable NGDC charges, and applicable state and local taxes.

3. **Billing, Payment, and Auditing.** Gas sold and purchased pursuant to this Agreement shall be measured at the meter at the Buyer's facility in accordance with the procedures established by the NGDC. Seller shall invoice Buyer for gas delivered in accordance with the account billing cycle. NGDC pass-through charges will be billed in full regardless of the number of days of service. Buyer will pay all NGDC delivery and service charges applicable to Buyer and all charges related to the NGDC's obligation assigned to Seller for Buyer's account. A billing cycle is approximately one month, but the actual number of days may vary with each billing cycle. Buyer may receive an initial bill for less than a complete billing cycle. Buyer shall pay Seller within twenty (20) days following the receipt of Seller's invoice. Buyer will remit all payments to Seller addressed to: SCANA Energy Marketing, LLC, Post Office Box 100157, Columbia, SC 29202-3157. A late fee equal to the greater of (a) $10.00, or (b) 1.5%, will be applied to previously unpaid balances per month. Each party shall have the right, at its sole expense and during normal working hours, to examine the records of the other as necessary to verify the accuracy of any statement charge, notice or computation made pursuant to the provisions of this Contract. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments therefore will be promptly made by the owing party; provided, however, that no adjustment for any statement or payment will be made after the lapse of one (1) year from the rendition thereof without the parties' prior mutual consent. Seller shall have the right at any time and from time to time to discontinue deliveries of gas hereunder if Buyer fails to timely make any payment due hereunder, or if Seller, in Seller's reasonable judgment and discretion, doubts Buyer's ability to make any payment which may become due hereunder. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. For purposes of this Section, if a bill is mailed (or posted electronically) by Seller to the Buyer within thirty (30) days of the date following the actual monthly meter reading or date of the estimated reading, if applicable, the bill will have been sent in a timely manner. The Buyer is responsible for the charges associated with natural gas consumption until the disconnection has been made. If Buyer's service is disconnected for non-payment, Buyer can reconnect service after the balance in full, a reconnection fee of $75, and security, if applicable, have been paid. Partial payments may be accepted, but will not necessarily result in reconnection of service. Seller is not obligated to reconnect the Buyer's service under the Purchase Price associated with this Contract.

4. **Credit.** Deliveries of gas to Buyer shall be conditioned upon and subject to Buyer furnishing the Seller verification of creditworthiness and/or other security for payment as Seller may reasonably require from time to time. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require sufficient security in the form of a deposit, an irrevocable letter of credit, a performance bond, or a guarantee by a creditworthy entity. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract without prior notice. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

5. **Damages.** Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

6. **Cross Default.** If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. **LIMITATION OF LIABILITY.** Seller's service obligation to Buyer under this Contract shall be no greater than the service obligations of the NGDC and Seller shall be excused from performance to the same extent the NGDC is excused from performance as set forth in the NGDC's effective tariff. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. **Warranty.** Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. **Regulatory.** Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. Seller reserves the right to amend this Agreement to reflect any material revision by FERC to the NGDC tariffs and/or the applicable rules and regulations.

10. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for

Buyer's acting or failing to act upon Seller's advice or recommendations.

**11. Dispute Resolution.** The parties hereby agree to resolve all Disputes through binding arbitration on the terms set forth below (collectively, the "Arbitration Provision"):

**a. Purpose:** If Buyer has a Dispute (as defined below) with Seller that cannot be resolved informally, the parties must arbitrate that Dispute in accord with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that Buyer will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. **BY ACCEPTING SERVICE OR CONTINUING TO RECEIVE SERVICE FROM SELLER, BUYER HAS AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND BUYER HAS WAIVED THE RIGHT TO FILE AN ACTION IN COURT.**

b. **Definitions:** As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between the parties regarding any aspect of Buyer's relationship with Seller, including gas service provided by Seller, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Seller" means SCANA Energy Marketing, LLC and its officers, directors, employees, members, affiliates and agents and any other party that Seller may contend is jointly or severally liable with any of the foregoing parties.

c. **Informal Dispute Resolution:** Most customer concerns can be resolved quickly and informally. If the Buyer has a complaint or a Dispute with Seller, Buyer can call Seller's Customer Service Center at 877-811-4463, or write to PO Box 100157, Columbia, SC 29202-3157, or email Seller at scanaenergycontactus@scana.com. Upon contacting Seller's Customer Service Center, Buyer should plan to provide its service address and SCANA Energy account number. **In the unlikely event that the Seller is unable to resolve a complaint or Dispute to Buyer's satisfaction (or if Seller has not been able to resolve a Dispute it has with Buyer after attempting to do so informally), the parties agree to resolve all Disputes through binding arbitration by the American Arbitration Association ("AAA") or, if it is a claim for $15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.**

**d. Initiation of Arbitration Proceeding/Selection of Arbitrator:**

i. **Notice of Dispute:** A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Seller should be addressed to: SCANA Energy Marketing, LLC c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, Buyer or Seller may commence an arbitration proceeding. For Commercial and Industrial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by this agreement. During the arbitration, the amount of any settlement offer made by Seller or by Buyer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Buyer or Seller is entitled. The Notice form is available on Seller's website (www.scanaenergy.com) or by calling 877-811-4463.

ii. **Commencement of Arbitration:** Buyer may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to Seller at the address set forth in Section 11 (d)(i) above. The form is available on the AAA website (www.adr.org), on Seller's website (www.scanaenergy.com) or by calling 877-811-4463. Buyer can complete the Claim Form on the AAA website or Buyer can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to Seller at the address for Seller set forth of the first page of this Agreement. Buyer does not need to send payment to the AAA. Upon receipt of the Claim Form, Seller will pay the required Arbitration filing fee.

e. **Arbitration Procedures:** The Federal Arbitration Act ("FAA"), not state arbitration law, will govern the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Buyer's dispute with Seller. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. Seller will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the other provisions of this Agreement, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. Buyer should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. In addition to any other procedures set up by the AAA rules or the arbitrator, the parties agree that any information disclosed during discovery that has been designated as confidential or propriety shall remain in the exclusive physical custody, protection, and control of the Buyer or its attorneys, shall not be distributed or disseminated to any other persons, and shall be returned, including all copies thereof, to Seller within 30 days after conclusion of any arbitration proceeding.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**f. Waiver of Class Actions: ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SELLER, OR OTHER PERSONS SIMILARLY SITUATED. BUYER ALSO AGREES NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

g. **Location of Arbitration:** The arbitration shall take place in the county in which the Facility Address stated in Exhibit A or on the first page of this Agreement is located; provided, however, if multiple locations are served pursuant to this Agreement, the arbitration shall take place in Fulton County. If the amount of the claim is $10,000 or less Buyer may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than $10,000 the type of hearing shall be determined by the AAA rules.

h. **Payment of Arbitration Fees and Costs:** SELLER WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. BUYER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT

BUYER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF BUYER ELECTS TO BE REPRESENTED BY AN ATTORNEY), COSTS OF LITIGATION AND EXPERT WITNESS FEES. BUYER SHALL NOT BE REQUIRED TO REIMBURSE SELLER FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT BUYER'S CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SELLER WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF BUYER'S ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SELLER'S LAST SETTLEMENT OFFER OR IF SELLER DID NOT MAKE A SETTLEMENT OFFER, SELLER WILL PAY TWICE THE AMOUNT OF BUYER'S ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY BUYER'S ATTORNEY IN PURSUING BUYER'S CLAIM AND A $7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, BUYER MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SELLER MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SELLER AGREES NOT TO SEEK SUCH AN AWARD.

i. **Exclusion from Arbitration:** Buyer and Seller agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, Buyer or Seller may elect to seek resolution of the Dispute in the Magistrate Court. Buyer and Seller further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in Section 11(d).

j. **Continuation:** This Arbitration Provision shall survive the termination of Buyer's gas service with Seller.

12. **Privacy Policy.** During the operations of its business, Seller collects and uses information from its customers, including gas usage and other relevant information. Seller also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. Seller may disclose such information, in a manner that does not disclose sensitive information to the general public, to its affiliates or contractors operating on its behalf to (1) develop or offer new or enhanced products and services, or (2) administer and/or collect on customer accounts. Seller may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

13. **Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

14. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

15. **Choice of Law.** This Contract will be governed by the applicable laws of the State of Georgia, without regard to Georgia's principles of conflicts of law.

16. **Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

17. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes the terms and conditions of service filed by Seller with the Georgia Public Service Commission and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer, however, Seller reserves the right to amend this Contract to reflect any material revision to the NGDC tariffs and/or the applicable rules and regulations.

**Exhibit A to Natural Gas Purchase Contract Form SEGA V1.1**
**Account Numbers & Facility Addresses**

**Seller:** **SCANA Energy Marketing, LLC**
**Buyer:** **FORSYTH COUNTY GA SWC G11**

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

| | Account Number | Service Address | Service City | Service State | Service Zip Code |
|---|---|---|---|---|---|
| 1 | 1032672809 | 1762 THUNDER GULCH PASS | SUWANEE | GA | 30024 |
| 2 | 1041222849 | 7059-1/2 CONCORD BROOK LN | CUMMING | GA | 30028 |
| 3 | 1290335621 | 4045 COUNTY WAY | CUMMING | GA | 30040 |
| 4 | 1358169690 | 2469 COPPER MILL TRL | CUMMING | GA | 30041 |
| 5 | 2282564898 | 5150 LAUREL SPRINGS PKWY | SUWANEE | GA | 30024 |
| 6 | 2520670713 | 2113 GLEN WALLACE DR | CUMMING | GA | 30040 |
| 7 | 3054329063 | 8975 FRIARBRIDGE DR | SUWANEE | GA | 30024 |
| 8 | 4354044416 | 2512 DAVES CREEK DR | CUMMING | GA | 30041 |
| 9 | 4586824504 | 6295 BRACKEN BROWN DR LOT 1 | ALPHARETTA | GA | 30004 |
| 10 | 5596157679 | 6000 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 11 | 5663376083 | 1822 CHEROKEE CREEK TRL | CUMMING | GA | 30041 |
| 12 | 5988548896 | 241 CASTLEBERRY IND DR SUITE C | CUMMING | GA | 30040 |
| 13 | 633111828 | 5073 PITTMAN RD | CUMMING | GA | 30040 |
| 14 | 6533050650 | 78 RUTH LN | CUMMING | GA | 30041 |
| 15 | 6720552488 | 1148 BOOKHOUT DR | CUMMING | GA | 30041 |
| 16 | 742253794 | 2300 KEITH BRIDGE RD LOT 1 | CUMMING | GA | 30041 |
| 17 | 7818834431 | 2015 GRAND JUNCTION | ALPHARETTA | GA | 30004 |
| 18 | 8192239175 | 3520 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 19 | 8754419285 | 120 W COURTHOUSE SQ SUITE 120 | CUMMING | GA | 30040 |
| 20 | 8988612367 | 1278 MOUNTCLAIRE DR | CUMMING | GA | 30041 |
| 21 | 9036673516 | 5162 HUDSON VALLEY DR BLDG 1 | CUMMING | GA | 30028 |
| 22 | 9059924739 | 3680 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 23 | 9259165349 | 6269 ALLISON RD | CUMMING | GA | 30040 |
| 24 | 9343197810 | 3878 SEATON DR | SUWANEE | GA | 30024 |
| 25 | 9721027756 | 585 PEACHTREE PKWY | CUMMING | GA | 30041 |
| 26 | 112069178 | 1201 SAWNEE DR BLDG 1 | CUMMING | GA | 30040 |
| 27 | 1739027622 | 202 VETERANS MEMORIAL BLVD JAIL | CUMMING | GA | 30040 |
| 28 | 2090062747 | 4655 PITTMAN RD | CUMMING | GA | 30040 |
| 29 | 2147089693 | 1535-1/2 APPLE BLOSSOM DR | CUMMING | GA | 30040 |
| 30 | 2440466352 | 2720 HOLTZCLAW RD | CUMMING | GA | 30041 |
| 31 | 2506519708 | 4210 STARWOOD DR BLDG 1 | CUMMING | GA | 30028 |
| 32 | 2749587345 | 1525 BUFORD HWY | CUMMING | GA | 30041 |
| 33 | 3278483708 | 4240 TROTTERS WAY | ALPHARETTA | GA | 30004 |
| 34 | 364730029 | 800 MCFARLAND RD | ALPHARETTA | GA | 30004 |
| 35 | 3663254564 | 425 TRIBBLE GAP RD | CUMMING | GA | 30040 |
| 36 | 497026364 | 426 CANTON RD | CUMMING | GA | 30040 |
| 37 | 502075255 | 2265 MANOR CREEK CT | CUMMING | GA | 30041 |
| 38 | 548753419 | 608 VETERANS MEMORIAL BLVD | CUMMING | GA | 30040 |
| 39 | 5563631302 | 3910 EVANS RD | CUMMING | GA | 30040 |
| 40 | 5668240260 | 595 DAHLONEGA ST | CUMMING | GA | 30040 |
| 41 | 5957718645 | 6495 WALLACE TATUM RD | CUMMING | GA | 30028 |
| 42 | 603609675 | 3651 VALLEY CREST WAY | CUMMING | GA | 30041 |
| 43 | 6057102747 | 5110 PINEY GROVE RD | CUMMING | GA | 30040 |
| 44 | 6177719888 | 3905 CLIFF PINION PL | CUMMING | GA | 30040 |
| 45 | 6224558537 | 2300 KEITH BRIDGE RD | CUMMING | GA | 30041 |
| 46 | 625542387 | 4050 COUNTY WAY | CUMMING | GA | 30040 |
| 47 | 6315471693 | 5324 WINDING LAKES DR | CUMMING | GA | 30040 |

| | | | | | |
|---|---|---|---|---|---|
| 48 | 6373995423 | 875 LANIER 400 PKWY UNIT B | CUMMING | GA | 30040 |
| 49 | 6436850324 | 4140 COUNTY WAY | CUMMING | GA | 30040 |
| 50 | 6686322443 | 3530 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 51 | 6878477424 | 810 NICHOLS RD BLDG 1 | SUWANEE | GA | 30024 |
| 52 | 6968643185 | 1090 TRIBBLE GAP RD | CUMMING | GA | 30040 |
| 53 | 7263276789 | 4055 CAROLENE WAY | CUMMING | GA | 30040 |
| 54 | 7330798036 | 3480 SETTINGDOWN RD | CUMMING | GA | 30040 |
| 55 | 7439839796 | 4120 COUNTY WAY | CUMMING | GA | 30040 |
| 56 | 7462424760 | 3680 OLD ATLANTA RD | SUWANEE | GA | 30024 |
| 57 | 7507899189 | 3480 SETTINGDOWN RD # A | CUMMING | GA | 30040 |
| 58 | 8053286258 | 6320 DAHLONEGA HWY | CUMMING | GA | 30040 |
| 59 | 8117523200 | 3190 CANEY RD | CUMMING | GA | 30041 |
| 60 | 8387139961 | 5159 CANADAY WAY | CUMMING | GA | 30040 |
| 61 | 8749551345 | 7305 LANIER DR | CUMMING | GA | 30041 |
| 62 | 8877375768 | 4110 CAROLENE WAY BLDG 1 | CUMMING | GA | 30040 |
| 63 | 9133227590 | 3813 ATLANTA HWY | CUMMING | GA | 30040 |
| 64 | 925043703 | 1545 DR BRAMBLETT RD | CUMMING | GA | 30028 |
| 65 | 9346171271 | 6015 KEITH BRIDGE RD | CUMMING | GA | 30041 |
| 66 | 973287824 | 4065 COUNTY WAY | CUMMING | GA | 30028 |
| 67 | 9768777113 | 1605 CANTON HWY | CUMMING | GA | 30040 |
| 68 | 9980591076 | 234 CASTLEBERRY IND DR | CUMMING | GA | 30040 |

**AGREED.**

| | | | |
|---|---|---|---|
| **Accepted by Buyer:** | | | |
| | **Name:** | **Title** | **Date** |
| **Accepted by Seller:** | | Director of C&I Sales | |
| | **Name:** Pat Keeley | **Title** | **Date** |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Finance | **Submitted by:** | Chelsea Clark, Grant Administrator |
| **Date Submitted:** | 01/03/2025 | **Presenter:** | Nancy Smallwood |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Rebecca Whitmire |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of the Certification of Local Government Officials and State of Georgia Grant Certification forms regarding the Georgia Transportation Infrastructure Bank (GTIB) for the Coal Mountain Connector grant – Grant Manager, Finance Department

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES
Reviewed by: Greg Mayfield
Comments:
**Comments by Legal:** Incorporated into item

**Workflow Selected:** **CM Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Chelsea Clark, Finance | Created/Initiated - 1/3/2025 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/6/2025 |

# State of Georgia Grant Certification Form
## Local Government Recipient (with no subrecipient)

| LINE | | |
|---|---|---|
| A | Local Government ..... | FORSYTH COUNTY, GEORGIA |
| B | State Awarding Agency ..... | GEORGIA TRANSPORTATION INFRASTRUCTURE BANK |
| C | Grant Identification Number ..... | GTIB Round 9 |
| D | Grant Title ..... | Coal Mountain Connector |
| E | Grant Award Date ..... | June 14, 2022 |
| F | Grant Amount ..... | $750,000.00 |

| | | COLUMN 1<br>**Current Year Activity**<br>For the Fiscal Year Ended | COLUMN 2<br>**Cumulative Grant Activity**<br>For the Fiscal Year Ended |
|---|---|---|---|
| G | | 12/31/2023 | 12/31/2023 |
| H | Balance - Prior Year (Cash or Accrued or Deferred Revenue) | $0.00 | $0.00 |
| I | Grant Receipts or Revenue Recognized | $0.00 | $0.00 |
| J | Grant Disbursements or Expenditures EXCLUDING AUDIT FEES | $0.00 | $0.00 |
| K | Disbursements or Expenditures for Audit Fees | $0.00 | $0.00 |
| L | Balance - Current Year (Cash or Accrued or Deferred Revenue) [Line H (col 1 only) + Line I - Line J - Line K] | $0.00 | $0.00 |

**EDIT CHECKS IF FORM COMPLETED ON EXCEL SPREADSHEET:**

**Column 1, Line L equals Column 2, Line L.**
**Grant Receipts/Revenue Does Not Exceed Grant Award.**
**Date Is Provided in Line G, Column 1.**
**Date Is Provided in Line G, Column 2.**
**Year End Dates On Line G Agree.**
**Column 1, Line L Foots Correctly.**
**Column 2, Line L Foots Correctly.**
**Audit Fee is Within Legal Limit ($250).**

**Line A Is Completed.**
**Line B Is Completed.**
**Line C Is Completed.**
**Line D Is Completed.**
**Line E Is Completed.**
**Line F Is Completed.**

## Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the retun to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emegency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date_____

Signature of Responsible Officer Brian Clark Date 01/03/25

Rev. 8/2006

ALFRED JOHN
CHAIRMAN

KERRY HILL
VICE CHAIRMAN

LAURA SEMANSON
SECRETARY

TODD LEVENT
MEMBER

MENDY MOORE
MEMBER

DAVID MCKEE
COUNTY MANAGER

**State of Georgia Grant Certification Form Local Government Recipient**

**Certification of Local Government Officials**

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Brian Clark

Forsyth County CFO Brian Clark

01/03/25

Date

Forsyth County Chairman Alfred John

Date

MAULDIN & JENKINS
CPAs & ADVISORS

August 8, 2024

Board of Commissioners
Forsyth County, Georgia
Attention: Rebecca Whitmire
110 East Main Street
Suite 255
Cumming, GA 30040

We are pleased to confirm our understanding of the services we are to provide for the Forsyth County (the "County") for the fiscal year ended December 31, 2023.

We will examine the assertion of the County's management included in the State of Georgia Grant Certification Form about the County's compliance with the requirement to use grant proceeds solely for the purpose described in the Georgia Transportation Infrastructure Bank agreement during the fiscal year ended December 31, 2023. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion described above is free from material misstatement based on the requirement to disburse grant funds in accordance with Georgia Transportation Infrastructure Bank Grant Round 9; and (2) to express an opinion as to whether management's assertion described above is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Commissioners of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended for the information and use of the County's Board of Commissioners and the State of Georgia and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the County's assertion included in the State of Georgia Grant Certification Form about the County's compliance during the fiscal year ended December 31,2023 is free from material misstatement, based on the requirement to use the grant proceeds solely for the purpose described in Georgia Transportation Infrastructure Bank Grant Round 9 . Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of your assertion included in the State of Georgia Grant Certification Form about the County's compliance during the fiscal year ended December 31, 2023 in accordance with the requirement to use grant proceeds solely for the purpose described in the Georgia Transportation Infrastructure Bank Grant

Round 9; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about the County's compliance with the aforementioned requirements in accordance with the above described criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain engagement documentation available to the State of Georgia pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the State of Georgia. The State of Georgia may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Christopher McKellar is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in August of 2024. Our fee for these services is based on the time required by the individuals assigned to the engagement, plus direct expenses. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your examination. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

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

Sincerely,

Christopher McKellar

MAULDIN & JENKINS, LLC

RESPONSE:

This letter correctly sets forth the understanding of Forsyth County.

By: Rebecca J. Whitmire

Title: Finance Director

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Ryan Eckelberry, Procurement Agent II |
| **Date Submitted:** | 01/03/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award Bid 25-26-1620 to REMS Property Management, LLC in the amount of $188,620.00 for Landscaping and Detention Pond Clearing Services for the Department of Public Facilities with approval of the associated General Services Agreement – Director, Department of Public Facilities

**Recommended Action:** **Award**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by: Adrian Casey
Comments: Purchase Order to be issued

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: Yes
Reviewed by: Jeff Strickland
Comments:
**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Ryan Eckelberry, Procurement | Created/Initiated - 1/3/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Dan Callahan, Public Facilities | New - |
| Rebecca Whitmire, Finance | |
| Barry Lucas, Administration | |
| David McKee, Administration | |

# FORSYTH COUNTY

## BID NO. 25-26-1620

## Landscaping and Detention Pond Clearing Services

****APPARENT BID RESULTS****

| Bidder | COMPANY & ADDRESS | TOTAL CY 2025 | TOTAL CY 2026 | TOTAL CY 2027 |
|---|---|---|---|---|
| 1 | Ashford Gardeners 16040 Birmingham Hwy, Milton, GA 30004 | $ 338,618.40 | $ 343,576.20 | $ 348,075.38 |
| 2 | Rems Property Management LLC 2895 Chardonay Ln. Cumming, GA 30041 | $ 188,620.00 | $ 194,012.00 | $ 199,765.00 |
| 3 | United Land Services 1285 Turner Rd, Lilburn, GA 30047 | $ 194,392.43 | $ 194,392.43 | $ 194,392.43 |
| 4 | ACS Landscape Management 4042 Chamblee Rd. Oakwood, GA 30566 | $ 205,539.00 | $ 216,991.00 | $ 223,905.00 |
| 5 | Tri Scapes, Inc. 220 Curie Drive, Alpharetta, GA 30004 | $ 204,971.00 | $ 204,971.00 | $ 204,971.00 |
| 6 | Mariani Enterprises, LLC. dba Ed Castro Landscape 1125 Old Ellis Rd. Roswell, GA 30076 | $ 253,918.00 | $ 258,998.00 | $ 258,998.00 |
| 7 | J4 Logistic Services, LLC. 2460 Mirror Lak Blvd, Villa Rica, GA 30180 | $ 257,779.00 | $ 265,371.00 | $ 271,909.00 |
| 8 | Yellowstone Landscape 795 Union Hill Road, Alpharett, GA 30004 | $ 280,293.10 | $ 288,701.82 | $ 297,363.07 |

*THESE BIDS WERE OPENED AND READ ALOUD ON* ***November 21st, 2024*** *IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.*

**Signature:** Ryan Zilkey **Date:** 11.21.24

**Signature:** Hayley Robinson **Date:** 11.21.24

# GENERAL SERVICES AGREEMENT

## ITB NO. 25-26-1620

**THIS GENERAL SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("**County**"), and **REMS PROPERTY MANAGEMENT, LLC,** a Georgia Limited Liability Company, ("**Contractor**"), collectively, the "**Parties**".

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Landscaping and Detention Pond Clearing Services; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions [IF APPLICABLE]

**B.** **The Scope of Services.** The services and work to be performed and completed under this Agreement (the "**Work**") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

**C.** **Term of Agreement.**

(1) Contractor shall perform the Work in a prompt and timely manner which will not impose delays. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) December 31st, 2027 (the "**Term**").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

**C.** The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent qualified providers performing similar services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

### B. County's Reliance on the Work.

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the

details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F. Insurance.**

The Contractor shall have and maintain in full force and effect for the duration of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

**G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any

subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no Contractor or Contractor's subcontractor employs unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

**H. <u>Records, Reports and Audits</u>**

(1) <u>Records</u>:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("**Records**") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes

trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K. Key Personnel.** Reserved.

**L. Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O. Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P.** **Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference. [IF APPLICABLE]

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement at any time for convenience by providing written notice thereof to Contractor. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the

respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D. Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E. Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F. Notices.** All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Ryan Eckelberry
Forsyth County Procurement
514 West Maple Street, Suite 104
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Scott Van De Velde
2985 Chardonnay Lane
Cumming, GA 30041

**G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time

and manner specifically stated.

**H.** **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**I.** **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J.** **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K.** **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**L.** **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**REMS PROPERTY MANAGEMENT, LLC**

By: _____
Scott Van De Velde, General Manager

WITNESS:

Signature: _____

Print Name: Joanne VanDe Velde

Title: Office Manager

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

[COUNTY SEAL]

Attest: _____
County Clerk

**EXHIBIT "A"**

**Scope of Services**

**1.** Service shall be performed 1st week of March through the 3rd week of November.

**2.** Contractor shall be responsible for maintaining areas approximately identified in the attached spreadsheet titled "EXHIBIT A":

- Mowing to being done one (1) time per week with grass clippings blown off any surfaces.
- Monthly visits are required for Sawnee Mountain Tower, Public Safety Complex Tower, Tower 10, Mollyview Tower, House Property, and Fire Station # 9
- Edging around curbs, sidewalks, walkways, weed-eat around poles, building and blow off concrete areas at every servicing.
- Monument entry sign beds shall be furnished with new mulch two (2) times per year with colored wood mulch.
- No work is to be done on the weekends unless prior approval is obtained by a Public Facilities Representative.
- No chemicals shall be used. Herbicides may be permitted on a pre-approved basis only.
- Around all poles and underneath benches are to be maintained.
- Loose field trash is to be properly disposed of and not mowed.
- Bush hogged areas are to be bid at price/acre and are to be completed on an as-needed basis.
- Trees and shrubs to be manicured/pruned two (2) times per year and are located at various sites listed in EXHIBIT A below.

3. Forsyth County reserves the right to add or remove locations serviced at any time and shall do so without incurring any penalties or fees.

4. All labor and material rates are to be billed as a bid without additional mark-ups or trip charges.

5. Current copies of license and insurance must be kept on file in the Forsyth County Procurement Department.

6. The contractor shall be responsible for maintaining equipment listing during contract term.

7. No consideration shall be given to any claim based on lack of knowledge of existing conditions.

8. The contractor shall comply with all OSHA regulations applicable to the work. The contractor's employees shall wear all OSHA required safety equipment while working on County Property.

9. Blades shall be kept sharp, and blades showing excessive wear and damage shall not be used. All brakes on mowing equipment must be properly maintained and operative. All mowing equipment shall be equipped with safety guards to prevent mowers from throwing rocks or debris. Guards shall be in place and down position while mowing is occurring.

10. The contractor shall have in their possession or available by formal agreement the following at the time of bidding; enough trucks, mowing equipment, string trimmers, blowers, hand tools, and other equipment to perform the work as outlined in these specifications. Each contractor shall be able to demonstrate the ability to perform all aspects of work required in this contract (i.e. personnel, equipment, scheduling, and references).

11. The County shall have the right to suspend mowing operations if, in its opinion, mowing is not being conducted in a safe manner. Failure to comply with mandated safety regulations shall result in a meeting with the County to discuss and rectify these problems. Repeated and flagrant safety violations may constitute grounds for contract termination.

**12.** The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall take the necessary precautions to protect its employees and the public.

**13.** The services must be performed as stated. If service is not performed or failure to comply with any part of scope, as stated, Forsyth County reserves the right to deduct weekly amount from invoice.

**14.** All invoices must be listed in each park separately, with a breakdown, and include purchase order number. Failure to comply will result in an invoice being delayed or not paid.

**15.**Mowing height for all Sodded areas shall be maintained at 2"
, Non-Sodded areas at 2.5-3".

**16**.Contractor is to be courteous to the citizens and work around them.

**17**.The contractor shall provide and manage personnel who are to perform and complete mowing operations and general maintenance as specified herein to ensure that the work is done in a safe, effective and timely manner.

**18**.The contractor shall notify the department in writing of any accidents that involve the contractor while fulfilling this contract. All the contractor's employees shall carry business cares that have the name, address, and phone number of the contractor upon request of individuals involved in an accident. The contractor shall submit an incident report to the department within seventy-two (72) working hours after an incident that describes the accident in full, names of those involved with contract phone numbers and extent of injury and damage.

**19**.If any damage occurs and is caused by tractor mowing or trimming operations the contractor will be required to repair or replace the damaged item with a like item at the contractor's expense. If damage occurs during and is caused by the tractor mowing or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.

**20.**The equipment used shall be of sufficient type, capacity, and quantity to safely and efficiently perform all work. The contract shall assign appropriate equipment quantities and types to meet mowing

schedules. All equipment contemplated for use shall be subject to inspection and acceptance of mechanical worthiness and appropriateness for the work intended by the Public Facilities Department. Department decisions relevant to mechanical worthiness shall be final.

**21**.All open portions of tractor mowers and trimming equipment shall have acceptable guards to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the County will not be allowed to operate until such guards are in place and properly maintained. Mower blades shall be properly maintained sharp and straight. Any mower with a blade deemed unacceptable by the County will not be allowed to operate until such a blade is replaced, or deficiencies are corrected.

**22**.The contractor always provides staff and staffing levels able to perform the work in accordance with this bid. The personnel performing this work shall be under sole responsibility of the contractor and will be competent, experienced, and skilled in all aspects of tractor mowing and/or trimming work and will have a valid Georgia driver's license. The crew shall be able to communicate with the supervisor/Forman while performing work. The contractor is responsible for assuring that all employees are qualified to safely operate mechanized tractor mowing and trimmer equipment. The minimum dress code for the Contractor's personnel, when working, shall be clean and complete outfit, including trousers, shoes, shirt, safety vest and ear protection.

**23.** For inspection and control the department will monitor the contractor's progress and performance randomly using the approved schedule from contractor as guide to verify work in is complete.

**24.**All areas maintained by the contractor must be approved/accepted by the Department prior to any payment. At no time will the contractor receive payment for any work not yet performed. Areas will be left in uniform appearance after the schedule maintenance. Any areas that are not maintained due to insufficient overlap or the mowers or depression of vegetation by contractor's performance shall be reported to the contractor within seventy-two (72) business hours and said deficiencies shall be corrected by the contractor no later than seventy-two (72) hours following receipt of said invoice.

**25.**The contractor's attention is directed at the need for timely completed performance for work provided. When Forsyth County

determines, the contractor has failed to perform the required work to the terms of the contract; the contractor shall be deemed in contract non-compliance and subject to contract termination. All non-compliance may result in liquidated damages which shall be made by the County against the contractor and begin as described and continue daily until the task has been completed to the satisfaction of the department. The following are applicable liquidated damages:

- Failure to comply with personnel requirements $100 per item/day.
- Failure to provide required equipment $100 per item/day.
- Failure to complete moving cycle as scheduled $100 per item/day.
- Failure to comply and/or correct quality control deficiencies $100 per item/day.

Any liquidated damages assessed will be deducted from the contractor's invoice by payment.

**26**.Communication, Contractor will be required to communicate with identified Public Facilities staff, -Service & Contract Supervisor, if they are unable to complete work as required 1) people in the way, 2) vehicles in the way, or 3) weather. Contractors will also be required to advise how/when they will make up for the shortfall.

**27**.At times we will have Special Events and would like to be able to schedule additional landscaping as needed.

**28.** Once a bid is awarded there will be a kickoff meeting with the Contractor and Public Facilities Staff. There will be a meeting 4 weeks after the initial to ensure everything is working smoothly. After that it is anticipated to have quarterly meetings.

**LANDSCAPING & GROUND MAINTENANCE LOCATIONS**
**Section A**

**IF A MAP IS NOT INCLUDED, ENTIRE LOCATION IS TO BE SERVICED**

| SITE | ADDRESS | MOW/TRIM/ EDGE/ BLOW | SPRAY WEEDS | PRUNE | PINE STRAW | MULCH |
|---|---|---|---|---|---|---|
| Administration Building | 110 E Main Street | Weekly | As Needed | Bi-Annual | | Annually |
| Mason Parking Deck | 119 Mason Street | Weekly | As Needed | Bi-Annual | | Annually |
| Courthouse | 101 E. Courthouse Square | Weekly | As Needed | Bi-Annual | | Annually |
| Annex | 100 Courthouse Square | Weekly | As Needed | Bi-Annual | | Annually |
| Recovery Connection | 608 Veterans Memorial | Weekly | As Needed | Bi-Annual | | Annually |
| Tolbert Recycle Center | 351 Tolbert Street | Weekly | As Needed | Bi-Annual | | Annually |

| SITE | ADDRESS | MOW/TRIM/ EDGE/ BLOW | SPRAY WEEDS | PRUNE | PINE STRAW | MULCH |
|---|---|---|---|---|---|---|
| Shop | 351 Tolbert Street | Weekly | As Needed | Bi-Annual | | Annually |
| Piney Grove Rd. Warehouse | 5110 Piney Grove | Weekly | As Needed | Bi-Annual | | Annually |
| Fowler House | By Fire Station 2-Fowler Park | Weekly | As Needed | Bi-Annual | | Annually |
| South Recycle Center | 3680 Old Atlanta Rd. | Weekly | As Needed | Bi-Annual | | Annually |
| Sexton Hall Senior Center | 2115 Chloe Rd. | Weekly | As Needed | Bi-Annual | | Annually |
| South Precinct | 2985 Ronald Regan Blvd. | Weekly | As Needed | Bi-Annual | Annually | |
| Animal Shelter | 4065 County Way | Weekly | As Needed | Bi-Annual | | Annually |
| GSP/Code Enforcement Office | 4055 County Way | Weekly | As Needed | Bi-Annual | | Annually |
| North Recycle Center | 4140 County Way | Weekly | As Needed | Bi-Annual | | Annually |
| North Precinct/Aux Buildings | 2310 Keith Bridge Rd. | Weekly | As Needed | Bi-Annual | Annually | |
| Hearthstone Senior Center | 7305 Lanier | Weekly | As Needed | Bi-Annual | | Annually |
| Magistrate Court/Tribble Tag Office | 1090 Tribble Gap Road | Weekly | As Needed | Bi-Annual | | Annually |
| Voter Registration | 1201 Sawnee Dr. | Weekly | As Needed | Bi-Annual | | Annually |
| Charles Place Senior Center | 585 Dahlonega Street | Weekly | As Needed | Bi-Annual | | Annually |

| SITE | ADDRESS | MOW/TRIM/ EDGE/ BLOW | SPRAY WEEDS | PRUNE | PINE STRAW | MULCH |
|---|---|---|---|---|---|---|
| Accountability Court | 425 Tribble Gap Road | Weekly | As Needed | Bi-Annual | | Annually |
| JJC | 875 Lanier Parkway 400 | Weekly | As Needed | Bi-Annual | | Annually |
| FCSO Training Facility | 4805 Atlanta Hwy | Weekly | As Needed | Bi Annual | | Annually |
| Health Dept/DFCS | 428 Canton Hwy | Weekly | As Needed | Bi-Annual | | Annually |

| SITE | ADDRESS | MOW/TRIM/ EDGE/ BLOW | SPRAY WEEDS | PRUNE | PINE STRAW | MULCH |
|---|---|---|---|---|---|---|
| Mental Health | 125 North Corners Pkwy | Weekly | As Needed | Bi-Annual | | Annually |
| Inspectors Building | 426 Canton Hwy Office | Weekly | As Needed | Bi-Annual | | Annually |
| Coroner's Office | 1545 Doc Bramblett Rd. | Weekly | As Needed | Bi-Annual | | |
| Old Station # 3 | 4125 Dr. Bramblett Road | Weekly | As Needed | | | |
| Matt School House | 5710 Namon Wallace Rd. | Weekly | As Needed | Bi-Annual | | |
| House Property | 1929 Sharon Rd. | Monthly | | | | |
| Fire Station #14 Weather Siren Path | 800 McFarland Pkwy | Monthly | | | | |
| Tolbert Street Cemetery | 351 Tolbert St. | 2 times per month | | | | |
| Judge's Parking Lot | 101 East Court House | Monthly | | | | |
| Old Federal House | 8395 Old Federal Rd. | Monthly | | | | |
| Roads & Bridges | 4140 County Way | Weekly | | | | |
| Coal Mountain Dog Park | 4060 County Way | Weekly | | | | |
| Signal & Sign Shop | 4120 County Way | Weekly | | | | |
| Fire Station # 15 Outside Perimeter | 1725 Trammel Road | Monthly | | | | |
| **TOWER SITES** | **ADDRESS** | **MOW/TRIM/ EDGE/ BLOW** | **SPRAY WEEDS** | | | |
| Sawnee | 110 Barker | Monthly | Monthly | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Mountain | Rd. | Trim | | | | |

| **TOWER SITES** | **ADDRESS** | **MOW/TRIM/ EDGE/ BLOW** | **SPRAY WEEDS** | | | |
|---|---|---|---|---|---|---|
| Public Safety | 3520 Settingdown Rd. | Monthly Trim | Monthly | | | |
| Tower 10 | 3682 Old Atlanta Rd. | Monthly Trim | Monthly | | | |
| Molly View | 5850 Molly View Pt. | Monthly Trim | Monthly | | | |

***SECTION B***

**BID SCOPE & SCHDULE FOR CLEARING DETENTION PONDS OF VEGETATION.**

1.1.1.1.1. All work is to be completed for all 16 sites before November 30 of each year. The first service is to be completed in June of each year and finally in October of each year

1.1.1.1.2. Work will include clearing all trees with a diameter of 8 inches or less.

1.1.1.1.3. Map showing each location detailed below.

| **LOCATION** | **ADDRESS** |
|---|---|
| Voter Registration | 1201 Sawnee Drive |
| Magistrate Court/Tax Commissioners Office | 1090 Tribble Gap Road |
| Charles Place Senior Center | Dahlonega Hwy |
| Sexton Hall Senior Center | 2115 Chloe Road |

| LOCATION | ADDRESS |
|---|---|
| Ga State Patrol Office/Animal Shelter | 4055 County Way |
| North Precinct | 2310 Keith Bridge Road |
| Fire Station # 2 | 4055 Carolene Way |
| Fire Station # 3 | 6495 Wallace Tatum Road |
| Fire Station # 4 | 3805 Canton Hwy. |
| Fire Station # 5 | 2425 Holtzclaw Road |
| Fire Station # 6 | 3190 Caney Road |
| Fire Station # 7 | 5775 Dahlonega Hwy. |
| Fire Station # 8 | 6015 Keith Bridge Road |
| Fire Station #9 Two (2) Detention Ponds/Spillway Across the Street | 8420 McBride Ln. |
| Fire Station # 11 | 4655 Pittman Road. |
| Fire Station # 15 | 1525 Buford Hwy. |

# EXHIBIT "B"

## Compensation of Services

| Item No. | Bid 25-26-1620 | Section A. Landscaping | CY 2025 | CY 2026 | CY 2027 | CY 2025 | CY 2026 | CY 2027 |
|---|---|---|---|---|---|---|---|---|
| | SITE | ADDRESS | COST PER VISIT | COST PER VISIT | COST PER VISIT | TOTAL COST PER YEAR | TOTAL COST PER YEAR | TOTAL COST PER YEAR |
| 1 | Administration Building | 110 E. Main St. | $ 192.00 | $ 197.00 | $ 203.00 | $ 7,296.00 | $ 7,486.00 | $ 7,714.00 |
| 2 | Mason Parking Deck | 119 Mason St. | $ 187.00 | $ 192.00 | $ 198.00 | $ 7,106.00 | $ 7,296.00 | $ 7,524.00 |
| 3 | Courthouse | 101 E. Courthouse Square | $ 245.00 | $ 252.00 | $ 260.00 | $ 9,310.00 | $ 9,576.00 | $ 9,880.00 |
| 4 | Annex | 100 Courthouse Square | $ 254.00 | $ 261.00 | $ 269.00 | $ 9,652.00 | $ 9,918.00 | $ 10,222.00 |
| 5 | Recovery Connection | 608 Veterans Memorial | $ 123.00 | $ 126.00 | $ 130.00 | $ 4,674.00 | $ 4,788.00 | $ 4,940.00 |
| 6 | Tolbert Recycle Center | 351 Tolbert Street | $ 135.00 | $ 139.00 | $ 143.00 | $ 5,130.00 | $ 5,282.00 | $ 5,434.00 |
| 7 | Shop | 351 Tolbert Street | $ 46.00 | $ 47.00 | $ 48.00 | $ 1,748.00 | $ 1,786.00 | $ 1,824.00 |
| 8 | Piney Grove Rd. Warehouse | 5110 Piney Grove | $ 109.00 | $ 110.00 | $ 113.00 | $ 4,142.00 | $ 4,180.00 | $ 4,294.00 |
| 9 | Fowler House | By Fire Station 2 - Fowler Park | $ 152.00 | $ 156.00 | $ 161.00 | $ 5,776.00 | $ 5,928.00 | $ 6,118.00 |
| 10 | South Recycle Center | 3680 Old Atlanta Rd. | $ 67.00 | $ 69.00 | $ 71.00 | $ 2,546.00 | $ 2,622.00 | $ 2,698.00 |
| 11 | Sexton Hall Senior Center | 2115 Chole Rd. | $ 295.00 | $ 304.00 | $ 313.00 | $ 11,210.00 | $ 11,552.00 | $ 11,894.00 |
| 12 | South Precinct | 2985 Ronald Regan Blvd. | $ 163.00 | $ 168.00 | $ 173.00 | $ 6,194.00 | $ 6,384.00 | $ 6,574.00 |
| 13 | Animal Shelter | 4065 County Way | $ 128.00 | $ 132.00 | $ 136.00 | $ 4,864.00 | $ 5,016.00 | $ 5,168.00 |
| 14 | GSP/Code Enforcement Office | 4055 County Way | $ 109.00 | $ 112.00 | $ 115.00 | $ 4,142.00 | $ 4,256.00 | $ 4,370.00 |
| 15 | North Recycle Center | 4140 County Way | $ 75.00 | $ 77.00 | $ 79.00 | $ 2,850.00 | $ 2,926.00 | $ 3,002.00 |
| 16 | North Precinct/Aux Buildings | 2310 Keith Bridge Rd. | $ 302.00 | $ 311.00 | $ 320.00 | $ 11,476.00 | $ 11,818.00 | $ 12,160.00 |
| 17 | Hearthstone Senior Center | 7305 Lanier Drive | $ 104.00 | $ 107.00 | $ 110.00 | $ 3,952.00 | $ 4,066.00 | $ 4,180.00 |
| 18 | Magistrate Court/Tribble Tag Office | 1090 Tribble Gap Road | $ 244.00 | $ 251.00 | $ 258.00 | $ 9,272.00 | $ 9,538.00 | $ 9,804.00 |
| 19 | Voter Registration | Same Campus as Magistrate/Tag | $ 182.00 | $ 187.00 | $ 193.00 | $ 6,916.00 | $ 7,106.00 | $ 7,334.00 |
| 20 | Charles Place Senior Center | 585 Dahlonega Street | $ 98.00 | $ 101.00 | $ 104.00 | $ 3,724.00 | $ 3,838.00 | $ 3,952.00 |
| 21 | Accountability Court | 425 Tribble Gap Road | $ 130.00 | $ 134.00 | $ 138.00 | $ 4,940.00 | $ 5,092.00 | $ 5,244.00 |
| 22 | JJC | 875 Lanier Parkway 400 | $ 187.00 | $ 193.00 | $ 199.00 | $ 7,106.00 | $ 7,334.00 | $ 7,562.00 |
| 23 | FCSO Training Facility | 4805 Atlanta Hwy | $ 230.00 | $ 237.00 | $ 244.00 | $ 8,740.00 | $ 9,006.00 | $ 9,272.00 |
| 24 | Health Dept/DFCS | 46 & 428 Canton Hwy | $ 96.00 | $ 99.00 | $ 102.00 | $ 3,648.00 | $ 3,762.00 | $ 3,876.00 |
| 25 | Mental Health | 125 North Corners Pkwy | $ 94.00 | $ 97.00 | $ 100.00 | $ 3,572.00 | $ 3,686.00 | $ 3,800.00 |
| 26 | Inspectors Building | 426 Canton Hwy | $ 92.00 | $ 95.00 | $ 98.00 | $ 3,496.00 | $ 3,610.00 | $ 3,724.00 |
| 27 | Coroner's Office | 1545 Doc Bramblett Rd. | $ 66.00 | $ 68.00 | $ 70.00 | $ 2,508.00 | $ 2,584.00 | $ 2,660.00 |
| 28 | Old Station #3 | 4125 Doc Bramblett Rd. | $ 43.00 | $ 44.00 | $ 45.00 | $ 1,634.00 | $ 1,672.00 | $ 1,710.00 |
| 29 | Matt School House | 5710 Namon Wallace Rd. | $ 81.00 | $ 83.00 | $ 85.00 | $ 3,078.00 | $ 3,154.00 | $ 3,230.00 |
| 30 | House Property | 1929 Sharon Road | $ 131.00 | $ 135.00 | $ 139.00 | $ 1,179.00 | $ 1,215.00 | $ 1,251.00 |
| 31 | Fire Station # 14 Weather Siren Path | 800 McFarland Pkwy | $ 84.00 | $ 86.00 | $ 89.00 | $ 756.00 | $ 774.00 | $ 801.00 |
| 32 | Tolber Street Cemetery | 351 Tolbert Street | $ 32.00 | $ 33.00 | $ 34.00 | $ 576.00 | $ 594.00 | $ 612.00 |
| 33 | Judge's Parking Lot | 101 E. Courthouse | $ 35.00 | $ 36.00 | $ 37.00 | $ 315.00 | $ 324.00 | $ 333.00 |

| Item No. | Bid 25-26-1620 | Section A. Landscaping | CY 2025 | CY 2026 | CY 2027 | CY 2025 | CY 2026 | CY 2027 |
|---|---|---|---|---|---|---|---|---|
| | SITE | ADDRESS | COST PER VISIT | COST PER VISIT | COST PER VISIT | TOTAL COST PER YEAR | TOTAL COST PER YEAR | TOTAL COST PER YEAR |
| 34 | Old Federal House | 8395 Old Federal Rd. | $ 144.00 | $ 148.00 | $ 152.00 | $ 1,296.00 | $ 1,332.00 | $ 1,368.00 |
| 35 | Roads & Bridges | 4140 County Way | $ 93.00 | $ 96.00 | $ 99.00 | $ 3,534.00 | $ 3,648.00 | $ 3,762.00 |
| 36 | Coal Mountain Dog Park | 4060 County Way | $ 69.00 | $ 71.00 | $ 73.00 | $ 2,622.00 | $ 2,698.00 | $ 2,774.00 |
| 37 | Signal & Sign Shop | 4120 County Way | $ 69.00 | $ 71.00 | $ 73.00 | $ 2,622.00 | $ 2,698.00 | $ 2,774.00 |
| | TOWER SITES | | | | | | | |
| 38 | Sawnee Mtn Tower | 110 Barker Rd | $ 90.00 | $ 93.00 | $ 96.00 | $ 810.00 | $ 837.00 | $ 864.00 |
| 39 | Public Safety Tower | 3520 Settingdown Rd | $ 48.00 | $ 49.00 | $ 50.00 | $ 432.00 | $ 441.00 | $ 450.00 |
| 40 | Tower 10 | 3682 Old Atlanta Rd. | $ 35.00 | $ 36.00 | $ 37.00 | $ 315.00 | $ 324.00 | $ 333.00 |
| 41 | Mollyview Tower | 5850 Mollyview Point | $ 75.00 | $ 77.00 | $ 79.00 | $ 675.00 | $ 693.00 | $ 711.00 |
| 42 | Cost for additional bush hogging if authorized | Cost per Acre | $ 125.00 | $ 130.00 | $ 135.00 | | | |
| 43 | Cost for Special Events if authorized | Cost per hour per person | $ 35.00 | $ 36.00 | $ 37.00 | | | |
| 44 | Cost per cubic yard of additional mulch (to include labot to install | Cost per cubic yard | $ 60.00 | $ 62.00 | $ 64.00 | $ 175,834.00 | $ 180,840.00 | $ 186,197.00 |

| Item No. | Bid 25-26-1620<br>LOCATION | Section B<br>ADDRESS | CY 2025<br>COST PER VISIT | CY 2026<br>COST PER VISIT | CY 2027<br>COST PER VISIT | CY 2025<br>TOTAL COST PER YEAR | CY 2026<br>TOTAL COST PER YEAR | CY 2027<br>TOTAL COST PER YEAR |
|---|---|---|---|---|---|---|---|---|
| 1 | Voter Registration | 1201 Sawnee Drive | $ 346.00 | $ 356.00 | $ 367.00 | $ 692.00 | $ 712.00 | $ 734.00 |
| 2 | Magistrate Court/Tax Commissioners Office | 1090 Tribble Gap Road | $ 420.00 | $ 433.00 | $ 446.00 | $ 840.00 | $ 866.00 | $ 892.00 |
| 3 | Charles Place Senior Center | 595 Dahlonega Hwy | $ 435.00 | $ 448.00 | $ 461.00 | $ 870.00 | $ 896.00 | $ 922.00 |
| 4 | Sexton Hall Senior Center | 2115 Chloe Road | $ 460.00 | $ 474.00 | $ 488.00 | $ 920.00 | $ 948.00 | $ 976.00 |
| 5 | Ga State Patrol Office/Animal Shelter | 4055 County Way | $ 120.00 | $ 124.00 | $ 128.00 | $ 240.00 | $ 248.00 | $ 256.00 |
| 6 | North Precinct | 2310 Keith Bridge Road | $ 455.00 | $ 469.00 | $ 483.00 | $ 910.00 | $ 938.00 | $ 966.00 |
| 7 | Fire Station # 2 | 4055 Carolene Way | $ 542.00 | $ 558.00 | $ 575.00 | $ 1,084.00 | $ 1,116.00 | $ 1,150.00 |
| 8 | Fire Station # 3 | 6495 Wallace Tatum Road | $ 520.00 | $ 536.00 | $ 552.00 | $ 1,040.00 | $ 1,072.00 | $ 1,104.00 |
| 9 | Fire Station # 4 | 3805 Canton Hwy. | $ 295.00 | $ 304.00 | $ 313.00 | $ 590.00 | $ 608.00 | $ 626.00 |
| 10 | Fire Station # 5 | 2425 Holtzclaw Road | $ 480.00 | $ 494.00 | $ 509.00 | $ 960.00 | $ 988.00 | $ 1,018.00 |
| 11 | Fire Station # 6 | 3190 Caney Road | $ 280.00 | $ 288.00 | $ 297.00 | $ 560.00 | $ 576.00 | $ 594.00 |
| 12 | Fire Station # 7 | 5775 Dahlonega Hwy | $ 325.00 | $ 335.00 | $ 345.00 | $ 650.00 | $ 670.00 | $ 690.00 |
| 13 | Fire Station # 8 | 6015 Keith Bridge Road | $ 420.00 | $ 433.00 | $ 446.00 | $ 840.00 | $ 866.00 | $ 892.00 |
| 14 | Fire Station # 9 Two (2) Detention Ponds/Spillway Across the Street | 8420 McBride Ln. | $ 740.00 | $ 762.00 | $ 785.00 | $ 1,480.00 | $ 1,524.00 | $ 1,570.00 |
| 15 | Fire Station # 11 | 4655 Pittman Road. | $ 195.00 | $ 201.00 | $ 207.00 | $ 390.00 | $ 402.00 | $ 414.00 |
| 16 | Fire Station # 15 | 1725 Trammel Road. | $ 360.00 | $ 371.00 | $ 382.00 | $ 720.00 | $ 742.00 | $ 764.00 |
| | | | | | | $ 12,786.00 | $ 13,172.00 | $ 13,568.00 |

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

| | | |
|---|---|---|
| a) | Workers' Compensation | Statutory Requirement |
| b) | Employer's Liability, per Occurrence | $1,000,000 |

2. Comprehensive General Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Personal & Advertising Injury Limit | $1,000,000 |
| c) | General Aggregate Limit | $2,000,000 |
| d) | Products/Completed Operations Aggregate Limit | $2,000,000 |

3. Comprehensive Automobile Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |

4. Excess Umbrella Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |

**EXHIBIT "D"**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☑ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1443206
Federal Work Authorization User Identification Number

8-21-2019
Date of Authorization

REMS Property Management LLC dba Hobbs Landscape Services
Name of Contractor

Landscaping and Detention Pond Clearing Services
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 11/20, 2024 in Cumming (city), Georgia (state).

Signature of Authorized Officer or Agent

Scott VanDeVelde General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF November, 2024

Notary Public

[NOTARY SEAL]

My Commission Expires: 10.28.2028

CAROLE DOWDEN
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires Oct. 28, 2028

1

**EXHIBIT "E"**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
_____

**EXHIBIT "F"**

**Supplementary Terms and Conditions**

**NONE**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 01/03/2025 | **Presenter:** | Steve Ratzlaff |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Task Order 25-02 with Precision Planning, Inc. under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202200045) in the amount of $59,698.00 for Design and Construction Services for the Watson Elevated Tank Site Improvements Project - Deputy Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Watson Tank Site Improvements | $59,698.00 | $59,698.00 | WW054-PRECONSTR-ENGSURVEY-506 |

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: NO

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 1/3/2025 |
| Scott Adams, Water & Sewer | Approved - 1/3/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

PRECISION
Planning Inc.

December 4, 2024 (Rev. 12/11/24)

Forsyth County Department of Water and Sewer
Daniel Shaw, P.E., Senior Project Manager
110 East Main Street, Suite 150
Cumming, Georgia 30040
(470) 487-5873 mobile

**RE: Forsyth County Department of Water and Sewer**
**Water and Sewer Engineering Services as Needed, Contract 1202200045**
**Task Order 25-02 – Watson Elevated Tank Site Improvements Design & Construction Support**

Dear Mr. Shaw:

Precision Planning, Inc. (PPI) is pleased to submit our proposal to provide professional services to Forsyth County for field survey, design, bid and construction phase engineering services for the Watson Elevated Tank Site Improvements project. The project will redirect water discharge from the tank overflow and drain lines to prevent issues downstream of the current discharge point.

Existing overflow and drain discharges lead to an on-site detention pond that discharges in the direction of the neighbor's property (4579 Watson Road). Heavy discharges overwhelm the existing detention pond and cause erosion and flooding of structures downstream. Forsyth County would like to redirect the flow to a discharge that poses no problem for any neighbors.

FCDWS and PPI analyzed a few different design concepts to achieve the project's goal, including routing the water towards Watson Road and towards Tribble Road. Those options were not selected, largely because the water flow route and discharge points were more likely to be problematic for neighbors. The selected option provides a more direct flow route where no structures will be impacted downstream. It includes improving the existing detention pond and directing the water from the pond through approximately 180 LF of new storm piping to a new ditch along the south boundary of Parcel 030 216. Drainage easements will be required on Parcel 030 216 and crossing the existing access drive to Parcel 030 057.

PPI's scope of work will include design of site improvements to redirect and/or combine existing overflow and drain lines, detention pond improvements, storm systems, and outfall design.

This work will be performed as a task order under the Standard Services Agreement ("AGREEMENT") for Water and Sewer Engineering Services As-Needed (Contract No. 1202200045) between Precision Planning, Inc. and the Forsyth County Board of Commissioners, dated January 5, 2023. The terms, conditions, and labor rates of the AGREEMENT will govern this task order work.

**Scope of Work**

PPI's scope of work may include, but not necessarily be limited to, the following tasks:

**TASK 1: SURVEY AND DESIGN PHASE**

*Field Run Topographic Survey:*

A. Field locate all existing above ground features along the project route including ground elevation shots, manholes, valves, water meters, visible storm pipes, storm structures, property pins, utility poles, road centerline, buildings, edges of pavement, driveways, visible above ground utilities, telephone pedestals, power transformers, fences, miscellaneous landscaping, tree lines, ditch and creek centerlines, top of banks, signs, sidewalks & other existing site improvements.

B. Set permanent control benchmarks at strategic locations within the project limits.

C. Information will be gathered and assembled electronically in support of the engineering design drawings, as follows:
   - Property research available for impacted and/or adjacent parcels.
   - Prepare a digital terrain mapping data base map at a scale of 1" = 20' showing all visible/discernible planimetric features including 2-foot ground contour intervals.
   - A digital base drawing file will be produced in AutoCAD .dwg format.

*Detailed Design & Permitting:*

D. PPI will develop a preliminary design for the tank site improvements and coordinate a 30% design review meeting with Forsyth County and their annual maintenance contractor. During this meeting, we will present the proposed storm layout and improvement plan for general concurrence by FCDWS.

E. PPI will address comments received during the 30% design review meeting; PPI will prepare 90% design construction drawings including supplemental details and/or specifications for items not currently included in Forsyth County's Construction Standards and Specifications, and provide an opinion of probable construction costs.

F. PPI will prepare construction plans and support documents necessary for land disturbance permit/County approval. PPI will address feasible comments to obtain the required permit.

*Easement Plats:*

G. PPI will prepare and submit up to two (2) easement plats, with metes and bounds legal descriptions, for acquisition purposes following the 30% design stage. Easement plats will be updated, if required, at the final design stage.

H. PPI will stake easement limits if requested for the County's use in easement negotiations with property owners.

**TASK 2: CONSTRUCTION PHASE SUPPORT SERVICES**

A. PPI will provide construction support services to Forsyth County as requested to include attendance at the preconstruction meeting, shop drawing review, response to contractor RFI's during construction, 7-day BMP inspection if necessary, conduct up to four (4) construction site visits as requested.

B. PPI surveyors will flag clearing limits and furnish one (1) set of construction stakes for pond grading and storm structures/piping/ditch installation.

C. If requested by FCDWS, PPI will conduct a field as-built survey of the site, storm and other improvements. PPI will field locate pond limits, storm structures, ditch limits, etc. As-built record drawings will be provided to FCDWS in digital format.

**ASSUMPTIONS AND EXCLUSIONS**

The following items are not expected to be necessary, or are expected to be done separately from our contract, and are therefore excluded from this scope of services:

1. Environmental permitting (GaEPD, USACE) and Stream Buffer Variances
2. Geotechnical engineering and soil bores
3. Subsurface Utility Exploration, Quality Level A & B.
4. Property and/or easement acquisition services

**COMPENSATION & SCHEDULE**

The following table provides a breakdown of the hourly not to exceed (HNTE) project fee. A more detailed fee table and schedule are attached.

| PROJECT TASK | DURATION | FEE (HNTE) |
|---|---|---|
| **TASK 1: SURVEY AND DESIGN PHASE** | *169 days* | $42,346.00 |
| **TASK 2: CONSTRUCTION PHASE SUPPORT SERVICES** | *Per Construction Schedule* | $17,352.00 |
| **TOTAL PROPOSED HOURLY NOT-TO-EXCEED FEE:** | | **$59,698.00** |

A copy of our 2025 hourly rate schedule is attached and hereby made a part of this proposal. Work will be invoiced on a monthly basis, based on hourly charges incurred during the billing period.

Thank you for the opportunity to submit a proposal to provide professional services to Forsyth County for field survey, design, bid and construction phase engineering services for the Watson Elevated Tank Site Improvements project. Please let me know if you have any questions regarding this proposal.

Sincerely,
PRECISION PLANNING, INC.

The above-described services shall proceed upon execution of this Task Order. All other provisions, terms and conditions of the AGREEMENT, as amended, which are not otherwise modified herein, shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Task Order.

| **Precision Planning, Inc.** | | **Forsyth County, Georgia** | |
|---|---|---|---|
| By: | | By: | |
| | Kurt Mueller, PE<br>Print Name | | <br>Print Name |
| Title: | Senior Vice President | Title: | |
| Date: | 12/11/2024 | Date: | |

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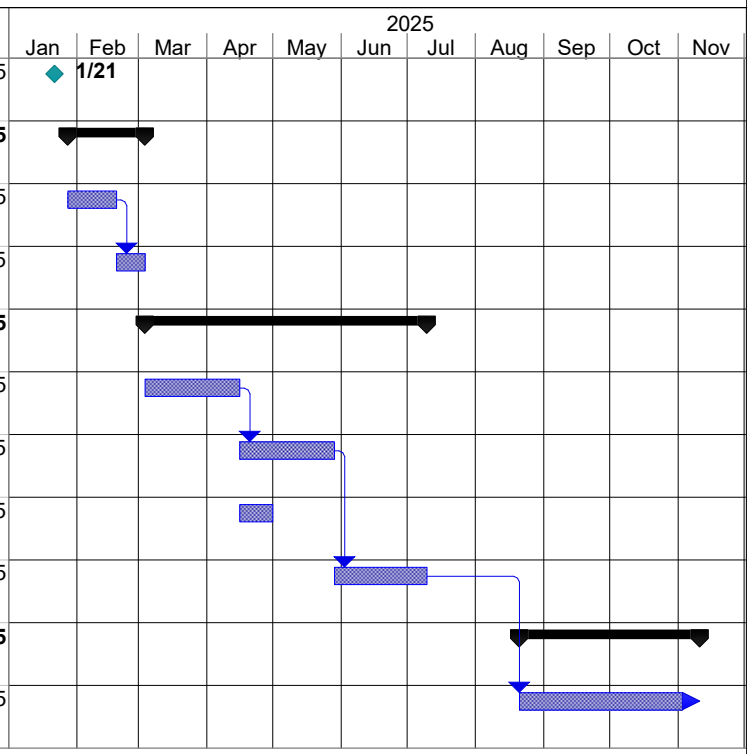
Forsyth County - Watson Elevated Tank Site
Improvements

| ID | Task Name | Scheduled Start | Scheduled Finish |
|---|---|---|---|
| 1 | Notice to Proceed | Tue 1/21/25 | Tue 1/21/25 |
| 2 | **Topograhic Survey** | **Tue 1/28/25** | **Mon 3/3/25** |
| 3 | Field Survey | Tue 1/28/25 | Tue 2/18/25 |
| 4 | Database Preparation | Wed 2/19/25 | Mon 3/3/25 |
| 5 | **Design & Permitting** | **Tue 3/4/25** | **Wed 7/9/25** |
| 6 | 30% Design | Tue 3/4/25 | Tue 4/15/25 |
| 7 | 90% Design | Wed 4/16/25 | Wed 5/28/25 |
| 8 | Easement Plats | Wed 4/16/25 | Wed 4/30/25 |
| 9 | Permitting | Thu 5/29/25 | Wed 7/9/25 |
| 10 | **Construction Phase Support** | **Thu 8/21/25** | **Mon 11/10/25** |
| 11 | Construction Support Services | Thu 8/21/25 | Mon 11/10/25 |




Project: Watson Elevated Tank SIte Improvements
Wed 12/11/24

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Milestone | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | External Tasks | |
| Project Summary | | Manual Task | | External Milestone | |
| External Tasks | | Duration-only | | Progress | |
| External Milestone | | Manual Summary Rollup | | Deadline | |

## PPI Project Management Plan - Labor Budget by Task

PRECISION Planning Inc.

| | |
|---|---|
| Project Name: | Forsyth County Project Task 24-04 - Watson Elevated Tank Site Improvements Design & Construction Support |
| Client: | Forsyth County |
| Fee Type: | Hourly Not to Exceed |

| Labor | | | Budgeted Labor Hours by Task | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Task | | Budget | *Registered Land Surveyor* *$160.00* | *Survey Crew* *$185.00* | *Survey Technician* *$100.00* | *Senior Engineer Tech* *$97.00* | *Principal* *$188.00* | *Project Manager* *$147.00* | *Project Engineer II* *$120.00* | *Project Engineer I* *$102.00* | *Senior Project Assistant* *$81.00* |
| Task 1: Survey and Design Phase | | $42,346.00 | 6 | 36 | 8 | 66 | 4 | 100 | 0 | 112 | 8 |
| Task 2: Construction Phase Support | | $17,352.00 | 2 | 18 | 8 | | 4 | 38 | | 58 | 8 |
| | | | | | | | | | | | |
| | **Totals =** | **$59,698.00** | **8** | **54** | **16** | **66** | **8** | **138** | **0** | **170** | **16** |

FORSYTH COUNTY PROCUREMENT DEPARTMENT
514 West Maple Street Cumming, GA 30040

***ANNUAL RENEWAL NOTICE*** July 11, 2024

Company: Precision Planning, Inc.
Address: 400 Pike Blvd.
Lawrenceville, GA 30046
jparker@ppi.us
Subject: Water & Sewer Engineering Services As-Needed (RFP 22-108)

As of December 31, 2024, the above-referenced contract will expire. This contract is renewable for an additional calendar year and requires action from you.

At the bottom of this letter, you will see three (3) available options: a) extend the contract as it is; b) extend the contract with changes; or c) let the contract expire. Please indicate your decision on this letter and return it to my attention prior to **August 2nd, 2024.** **You may email this completed form to kncarder@forsythco.com.**

Thank you for your prompt attention to this matter, please do not hesitate to contact me at (770) 888-8872 should you have any questions.

Sincerely,
Kimber Carder, Procurement Agent III

---

☐ We want to extend subject contract for one (1) additional year at the current pricing and increase the total amount by $2,000,000. Contract will be extended through December 31, 2025. (If approved by the Forsyth County Board of Commissioners. Please provide updated Certificate of Insurance.)
Please provide your E-verify number 200400 (03/24/09)

☒ Yes, we want to extend subject contract and increase the total amount by $2,000,000, but with a change in pricing. New pricing is attached for Forsyth County's review. It is understood that Forsyth County has the right to accept or reject the changes. Rejection will result in a re-bid on the contract if product/services are still required. ** 2025 Hourly Rates Attached

☐ No, we do not desire to extend the above-referenced contract and want it to expire on December 31, 2024.

Authorized Signature: _____ Dated: 07/12/2024

Email address: jparker@ppi.us Phone number: 770-338-8172

**Resubmitted with revised rates on 9/26/2024**

**FORSYTH COUNTY HOURLY RATES - RFP 18-196**
**EFFECTIVE 1/1/25 thru 12/31/25**

| | |
|---|---|
| Senior Principal | $203.00/Hour |
| Principal | $188.00/Hour |
| Senior Project Manager | $168.00/Hour |
| Project Manager | $147.00/Hour |
| Project Engineer III | $137.00/Hour |
| **Project Engineer II** | **$120.00/Hour** |
| Project Engineer I | $102.00/Hour |
| Senior Landscape Architect | $150.00/Hour |
| Landscape Architect | $91.00/Hour |
| Senior Project Architect | $152.00/Hour |
| Project Architect | $127.00/Hour |
| Principal Planner | $127.00/Hour |
| Senior Engineering Technician | $97.00/Hour |
| Engineering Technician | $81.00/Hour |
| CADD Designer | $61.00/Hour |
| Project Administrator | $91.00/Hour |
| Senior Project Assistant | $81.00/Hour |
| Project Assistant | $61.00/Hour |
| Construction Observer | $102.00/Hour |
| **Registered Land Surveyor (RLS)** | **$160.00/Hour** |
| Survey Manager | $127.00/Hour |
| Survey Coordinator | $112.00/Hour |
| **Survey Technician** | **$100.00/Hour** |
| **Surveying Crew** | **$185.00/Hour** |
| Senior Electrical Engineer | $152.00/Hour |

## Forsyth County, Georgia
## Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

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

200440
Federal Work Authorization User Identification Number

03/24/2009
Date of Authorization

Precision Planning, Inc.
Name of Contractor

RFP No. 22-108
Name of Project

Forsyth County, Georgia
Name of (Public) Employer

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

Executed on July 12, 2024 in Lawrenceville (city), GA (state).

Signature of Authorized Officer or Agent

Jimmy Parker, Executive Vice President
Printed Name and Title of Authorized Officer or Agent

Signed and sworn to (or affirmed) before me on
July 12, 2024

NATALIE PIFER
NOTARY PUBLIC, ROCKDALE COUNTY, GEORGIA
MY COMMISSION EXPIRES
10/19/27

Notary Public State of Georgia (SEAL)

My Commission Expires: October 19, 2027

## STANDARD SERVICES AGREEMENT

**THIS AGREEMENT** is by and between **FORSYTH COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and Precision Planning, Inc., ("Contractor"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Water and Sewer Engineering Services as Needed; and

**WHEREAS,** the Contractor has represented that it is qualified by training and/or experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement;

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Agreement.** The Agreement shall consist of this Standard Services Agreement and each of the Exhibits hereto, including:

Exhibit A – County Solicitation Documents
Exhibit B – Contractor Response
Exhibit C – Contractor Affidavit
Exhibit D – Subcontractor Affidavit
Exhibit E – Key Personnel

**B. Project Description.** The Project is described in Exhibits A and B, attached hereto and incorporated herein by reference.

**C. The Work.** The Work to be completed under this Agreement (the "Work") consists of the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

**D. Term of Agreement.**

(1) Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress

of the Work. The Work shall begin January 1, 2023, and the Work shall be completed on or before December 31, 2023 ("Initial Term"). As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Initial Term and any Renewal Term (defined below), and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during such term absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there is no appropriate and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

(2) The pricing provided in this Agreement must remain firm for the Initial Term. This Agreement may be renewed for additional one (1) year period(s) (each a "Renewal Term"), as specified and authorized in Exhibit A (attached hereto and incorporated herein by reference); provided that fees must remain firm (or be subject to a pre-approved increase not to exceed the annual cost price index (CPI-U)), service is satisfactory, both Parties are willing to renew, and renewal is approved by the Forsyth County Board of Commissioners. Prior to each Renewal Term, any increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in Exhibits A and B) shall be paid to the Contractor upon receipt and approval of the County of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by the County to process the

invoice. Invoices must include the Purchase Order Number provided above and an itemized statement of the Work completed (including a breakdown of labor hours and material used, as applicable). (**NOTE**: The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.) No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements.

Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $2,000,000.00, except as outlined in Section II above, and the Contractor represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in Exhibits A and B, attached hereto and incorporated herein by reference.

**C.** The compensation, as set forth in Exhibits A and B, shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as bid. There will be no percentage mark-up other than as stated in the Bid Pricing Schedule, and only for goods/services applicable to the Work.

## IV. COVENANTS OF CONTRACTOR

**A. Expertise of Contractor; Licenses, Certification and Permits**. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of care and quality ordinarily expected of an entity performing the type of Work contemplated herein. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting any applicable standard of care or quality (if any) will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

**B. County's Reliance on the Work.** The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work

performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product (if any) by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and/or industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and/or industry principals.

**C. Assignment of Agreement.** The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.** The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.** Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an

employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F.** **Insurance.** The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than that specified in Exhibits A and B, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County to form and content.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

**G.** **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical

performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.
____ 100 or more employees.
_X_ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**H. Records, Reports and Audits**

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit

the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. **Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

J. **Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel, unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

K. **Key Personnel.** All of the individuals identified in Exhibit "E" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "E", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

L. **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**M.** **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N.** **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, Forsyth County Procurement Department will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a

delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C.** **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D.** **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

**E.** **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F.** **Notices.** All other notices, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Greg Bridges, Procurement Agent III
Forsyth County, Georgia
514 West Maple Street, Suite 104
Cumming, GA 30040
GEBridges@Forsythco.com

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Jimmy Parker
Precision Planning, Inc.
400 Pike Blvd
Lawrenceville, GA 30046

**G.** **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H.** **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

**I.** **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J.** **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has

notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K.** **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**L.** **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**IN WITNESS WHEREOF** the County and the Contractor have executed this Agreement, which is effective as of last signature below.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:**

Precision Planning, Inc.
By: Jimmy Parker
Its: _____ (circle one)
President/Vice President (Corporation)
General Partner (Partnership/Limited Partnership)
Member/Manager (LLC)
Date: November 23, 2022

[CORPORATE SEAL]
(required if corporation)

Attest: _____

By: Carla T. Carraway
Its: President
(Assistant) Corporate Secretary (required if corporation)

**FORSYTH COUNTY, GEORGIA**

By: David McKee
Its: County Manager
Date: January 5, 2023

[CORPORATE SEAL]

Attest: Rhonda P. Hansard

By: Rhonda Hansard
Its: County Clerk

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 01/03/2025 | **Presenter:** | Scott Adams |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Change Order No. 001 to the Construction Services Agreement (Contract 1202200029) with Archer Western Construction, LLC in the amount of $158,362.45 for the Fowler WRF Phase II Expansion to incorporate design changes during construction - Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Fowler WRF 7.5 MGD Expansion | $158,362.45 | $158,365.00 | WS022-CONSTR-CONTRACT-506 |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: NO
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 1/3/2025 |
| Scott Adams, Water & Sewer | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

# Fowler WRF Phase II Expansion

## Contract 1202200029

## Change Order No. 001

### Forsyth County, Georgia, Department of Water and Sewer

### Archer `Western Construction, LLC

| | |
|---|---|
| Previous Contract Amount: | $18,873,000.00 |
| Change Order No. 001 Amount: | $158,362.45 |
| Revised Contract Amount: | $19,031,362.45 |

**Description of Contract Revisions**

| Item | Description | Reference Document | Add/ Deduct | Cost |
|---|---|---|---|---|
| 1 | Headworks Odor Control Lightning Protectior | PCO 001/RFI 011 | Add | $21,521.43 |
| 2 | Crom Tank Repairs | PCO 002 | Add | $16,028.70 |
| 3 | Cascade Beams | PCO 004 | Add | $3,957.58 |
| 4 | Sludge Removal at Membrane and DIP Tank | PCO 005 | Add | $7,415.02 |
| 5 | Citric Acid and Sodium Hypo Overflow and Drain Piping | PCO 006 | Add | $14,492.29 |
| 6 | Membrane Chemical Tank Safety Shower (Included in PCO 006) | RFP 006A/PCO 006 | N/A | N/A |
| 7 | DIP Tank Credit | PCO 007/RFI 031 | Deduct | ($28,344.11) |
| 8 | IPS Hatch Modification | PCO 008 | Add | $15,126.20 |
| 9 | Bulk Chemical Facility Valve Box | PCO 009 | N/A | $0.00 |
| 10 | Fire Suppression System | PCO 011/RFI 052 | Add | $4,912.18 |
| 11 | 460MPZ1 Heat Trace Breakers | PCO 012/RFI 054 | Add | $971.20 |
| 12 | Cascade Grounding | PCO 013/RFI 055 | Add | $4,006.51 |
| 13 | Additional Coating Work Membrane Tanks 1 and 2 | PCO 014 | Add | $18,740.72 |
| 14 | Headworks Dumpster Curbs | PCO 015 | Add | $9,534.09 |
| 15 | Sodium Hypo Degassing Valve | PCO 016 | N/A | $0 |
| 16 | Additional 20-inch ALP Pipe Support | PCO 017 | Add | $3,870.05 |
| 17 | EQ Transfer Pump VFD Changes | PCO 018/RFI 049 | Add | $5,732.44 |
| 18 | Additional Heat Trace Area 460 | PCO 019/RFI 081 | Add | $13,108.54 |
| 19 | Flow Control Gates and Valve Strategies (Electrical) | PCO 020A/RFI 083 | Add | $14,211.17 |
| 20 | Flow Control Gates and Valve Strategies (Programming) | PCO 020B/RFI 083 | Add | $10,442.25 |
| 21 | Alum Dosing Location Change | PCO 021 | Add | $9,062.10 |
| 22 | Membrane Air Compressor System Feeder | PCO 022/RFI 084 | Add | $4,143.16 |
| 23 | Server Room Changes | PCO 023/RFI 082 | Add | $1,404.29 |
| 24 | Facility 460 Canopy Drains and Splash Blocks | PCO 024 | Add | $6,127.53 |
| 25 | Relocate Existing IPS Primary (Sawnee EMC) | PCO 027 | Add | $6,649.57 |
| 26 | Permeate Floor Repair | PCO 028 | Add | $3,865.34 |
| 27 | RDT Floc Tank Drains | PCO 029 | Add | $3,540.74 |
| 28 | Polymer Line Replacement Insulation and Jacketing | PCO 030 | Add | $5,505.34 |
| 29 | RDT Additional PLC SCADA HMI Programing Requirements | PCO 031 | Add | $35,737.14 |
| 30 | EQE PS Valve and Quick Connect | PCO 032 | Add | $9,050.27 |
| 31 | Locate Chem Skid VFDs to Elec Room | PCO 033 | Add | $9,314.09 |
| 32 | New Reject Pond Hydrants | PCO 034 | Add | $15,909.57 |
| 33 | Cascade Access | PCO 035 | Add | $2,350.43 |
| 34 | Permeate Room Hose Bib Relocations | PCO 036 | Add | $5,252.90 |
| 35 | Credit - Markup Adjustments | PCO 038 | Deduct | ($12,039.77) |
| 36 | Reject Valve Line Stop | PCO 039 | Add | $20,052.04 |
| 37 | Membrane Beam Bracket Modifications | PCO 040 | Add | $16,808.46 |
| 38 | IPS ARV #5 Relocation | PCO 041 | Add | $3,236.78 |
| 39 | Existing Membrane Trains Tagging | PCO 042 | Add | $13,213.51 |
| 40 | Office Trailer Relocation Credit | PCO 043 | Deduct | ($3,474.36) |
| 41 | Flexible Connections | PCO 044 | Add | $8,884.02 |
| 42 | Reuse ARV Heat Trace | PCO 046 | Add | $2,436.96 |
| 43 | Reuse Drain and Additional Heat Trace and Insulation | PCO 047 | Add | $5,880.40 |

| | | | | |
|---|---|---|---|---|
| 44 | Shakerag Heat Tracing and Insulation | PCO 048 | Add | $8,863.24 |
| 45 | Existing Door Hardware Replacement Credit | PCO 049 | Deduct | ($9,137.56) |
| 46 | IPS Concrete Allowance Deduct | N/A | Deduct | ($90,000) |
| 47 | Landscaping Allowance Deduct | N/A | Deduct | ($30,000) |
| 48 | Security Allowance Deduct | N/A | Deduct | ($30,000) |

**Total Cost Impacts of Contract Revisions under this Change Order:** **$158,362.45**

**Total Time Impacts of Contract Revisions under this Change Order:** **62 Days**

Please refer to the letter titled "Fowler WRF Expansion Phase 2 Time Extension Request" dated November 8th, 2024 for the break down of additional time added to the contract dates.

Contract Substantial Completion Date: September 30, 2024
Contract Final Completion Date: November 29, 2024
Updated Substantial Completion Date: December 1, 2024
Updated Final Completion Date: January 30, 2025

| | |
|---|---|
| Item 1 | Relocating the existing lightning protection on the top of the existing headworks odor control walls to the top of the new railing around the structure and the new platform railing and connect the platform and lightning protection to existing grounding ring |
| Item 2 | Repairing the spalling concrete found along the walls near the wall/slab interface within the existing Crom reuse tank |
| Item 3 | Adding additional support beams for the grating at the cascade splitter box needed due to the gate cutouts |
| Item 4 | Sludge removal from Membrane Tank 2 and the DIP tanks |
| Item 5 | Changing where the double wall chemical tanks' drain and overflow piping discharged. Drains were eleminated and new overflow boxes were built that doubled as the containment for the fill stations |
| Item 6 | A new safety shower was added to the outdoor area where the new membrane chemical tanks and fill stations are located |
| Item 7 | Credit associated withmodifications made to the DIP demolition; less concrete demo, less compacted fill removal, and less new fiber reinforced concrete fill |
| Item 8 | Larger hatches were needed for the new Influent Pump Station (IPS) pumps which required a new top deck structural design resulting in an increase in rebar and concrete needed |
| Item 9 | Moving the drain valves for the chemical containment from inside the drain sumps to outside of the structure and contained within a large valve vault for easier access and use |
| Item 10 | Additional wiring associated with the fire suppression system in the server room |
| Item 11 | Change in breaker size associated with heat tracing |
| Item 12 | Connecting the equipment rack and the aluminum stairs to the copper grounding conductor associated with the ductbank at the cascade splitter box |
| Item 13 | Additional surface prep (sandblasting) was needed for membrane tanks 1 and 2 to achieve proper surface pH for the coating system. This additional sandblasting resulted in needing extra surfacer product. |
| Item 14 | Owner requested the installation of concrete curbs around the dumpsters in the lower level of the headworks to contain the leakage from the dumpsters |

| | |
|---|---|
| Item 15 | Added a degassing valve to the sodium hypochlorite discharge piping to mitigage offgassing accumulation and potential for pipe breaks |
| Item 16 | Added an additional knee brace for the exisitng 20-inch ALP to match the new pipe supports and allow for the removal of an existing pipe support to create uniformity among the new pipe supports |
| Item 17 | Electrical changes to the EQ transfer pump VFD including changing it to constant torque and adding motor thermostat and space heater |
| Item 18 | Adding heat trace circuits to chemical piping and heated pump enclosures at Facility 460 |
| Item 19 | Additional electrical work associated with changes to the cascade splitter box weir gates, reject pond valve, and reuse tank safety valve control strategies |
| Item 20 | Additional programming work associated with changes to the cascade splitter box weir gates, reject pond valve, and reuse tank safety valve control strategies |
| Item 21 | Owner requested that the alum dosing locations at the bio basins be moved from their existing locations (end of zone 9) to the head of zone 9 to faciliate better mixing and utilization of the alum prior to the membranes |
| Item 22 | Drawings showed a single compressor tank with two blowers and one control panel for the Veolia system. The final submittal for the Veolia equipment showed two separate compressors each with their own control panel. This is the additional electrical work associated with adding a second control panel |
| Item 23 | Removing and reinstalling the existing lighting in the server room and removing two existing 3-way switches and providing two new digital timer switches |
| Item 24 | Adding additional downspouts to the new canopy drains at Facility 460 in order to prevent the canopy drains from draining directly on the top of the structure's wall and in order to match other Forsyth plants that have similar canopies and drains |
| Item 25 | Sawnee EMC primary feed needed to be relocated out from under the new IPS electrical building |
| Item 26 | Owner request to repair a section of the exisitng permeate room slab that had been damaged over the years by chemical exposure |
| Item 27 | Owner request to add drains to the bottom of the new flocculation tanks associated with the new RDTs |
| Item 28 | Owner request to have existing heat trace (insulation and jacketing) repaired on an existing polymer pipe |
| Item 29 | Additional programming that was originally thought to be completed as part of the Phase 1 expansion associated with the RDTs, polymer system, and WAS pumps to allow for direct thickening and regenerative thickening |
| Item 30 | Owner requested change to add a plugvalve and quick connect on the suction side of the small EQ transfer pump |
| Item 31 | The VFDs associated with the membrane cleaning pump skids were too large for the planned installation area so they were moved to inside the exisitng electrical room |

| | |
|---|---|
| Item 32 | Owner requested two new non-freeze hydrants at the reject pond to replace two existing hydrants that no longer work |
| Item 33 | Owner request to provide a pedestrian gate in the fencing around the cascades and splitter box to allow for easier access to the area |
| Item 34 | Relocated two existing hose bibs in the permeate room to make them more accessible and usable |
| Item 35 | Credit to correct the pricing for PCO Numbers 1, 2, 5, 6, 11, 12, 13, 14, 18, & 20A associated with contractor and subcontractor markups |
| Item 36 | Line stop needed to isolate the reject pond so that the exisitng drain valves could be removed and the new valves could be installed without having to drain the pond |
| Item 37 | Work associated with membrane tanks 1 and 2 being out of square and requiring concrete chipping as well as plate shims to make the cassette beams work as well as beam bracket modifications |
| Item 38 | Relocating the bypass ARV to a new location downstream of the new flow meter in order to address perceived air issues interfering with the flow meter readings |
| Item 39 | Changing membrane trains 3 through 6 tagging to match Veolia P&IDs |
| Item 40 | Credit for not relocating project trailers to the front of the site and demolishing utility connecitons. Trailers are to remain in place per Owner request |
| Item 41 | Adding flexible connections at all tank nozzles on the FRP chemical tanks for alum and sodium hydroxide per manufacturer requirements in order to receive certificate of proper installation |
| Item 42 | Additional work associated with adding a heat trace circuit for the two new ARVs at the Reuse Flow Control Pad |
| Item 43 | Additional work associated with installing a drain on the 12" FE going to cascade in order to drain the above grade piping when this outlet is not in use to prevent freeze risks as well as adding heat trace and insulation to the insertion flow meter and this new drain |
| Item 44 | Contract drawings call for modification and reusing the heat trace system at Shakerag for the new Cla-Val kits, however the existing heat trace is not functional. This is the additioanl work associated with replacing/repairing the existing heat trace system at the Shakerag flow contol vault |
| Item 45 | Specification section 087100-4/3.1/B states the Contractor shall furnish and install 23 door locks for existing doors. This is the credit for the associated materials and labor for that work. |
| Item 46 | IPS concrete repair allowance was not used |
| Item 47 | Landscaping allowance was not used |
| Item 48 | Security allowance was not used |

Contractor acknowledges and agrees that the execution of this Change Order constitutes full, complete, and irrevocable waiver, discharge, and release by contractor and its subcontractors and suppliers, of any and all claims for additional compensation for work performed, or cost incurred, for work within the scope of this Change Order, and, furthermore, Contractor acknowledges and agrees that such execution constitutes full, complete, and irrevocable waiver, discharge and release by Contractor and its subcontractors and suppliers, of any and all claims for delay, acceleration, hindrance, impact, or interference, of every kind or nature, arising out of, or relating to, any acts or omissions of the County; the County's employees, agents or representatives; the Engineer; or other individuals or entities employed or retained by the County in connection with work within the scope of this Change Order. Contractor shall hold harmless and indemnify the County from any such claims.

Expect as expressly modified by this Change Order, all other terms and conditions of this Contract remain in full force and effect.

The foregoing modification of said Contract is hereby accepted

By: Corbin Coker 11/21/2024
Archer Western

By: Ryan Murphy 11/21/24
ESG Engineering

By: _____
Forsyth County

By: _____
Forsyth County

By: _____
Witness

November 8, 2024

ESG Engineering INC
5400 Laurel Springs PKWY
Suite 902.
Suwanee, GA 30024

ATTENTION: Chris Carr, P.E.

REFERENCE: Fowler WRF Expansion Phase 2
Time Extension Request

Mr. Carr,

Archer Western is requesting a time extension for The Fowler WRF Expansion Phase 2 project. There have been rising circumstances listed below that have necessitated the request for additional time extension to the project. Archer Western's request comes in accordance with General Conditions Section 4.05 *Delays in Contractor's progress*.

| Item | General Condition | Impact Activity | CPM Activity Affected | Delay to Critical Path |
|---|---|---|---|---|
| **1** | 11.08 | **VFDs and Switch board Extended Fabrication Durations** [*1] | **262413-1100** | **21** Days |
| **2** | 4.05 A | **Owner Procured Membrane Equipment**[*2,] | **465349-2810, 400-PER-1210, GA-300** | **56 Days** |
| **3** | 4.05 C. / 11.08 | **PCO # 27 Sawnee EMC Relocation of Direct Buried Primary power in footprint of IPS Electrical Building**[*3] | **TIA-1000** | **35 Days** |
| **4** | 4.05 C | **Abnormal Weather Conditions**[*4] | **MS-02, MS-03** | **6 Days** |
| **5** | 11.08 | **PCO # 31 RDT Additional PLC, SCADA, HMI programming requirements** [*5] | **500-ASS-1100** | **14 Days** |
| **6** | 11.08 | **PCO # 033 Relocation of Chemical Skid VFDs**[*6] | **400-CHEM-1150** | **14 Days** |

| | | | | |
|---|---|---|---|---|
| **7** | 11.08 | **PCO# 042 Existing Membrane Train Tagging*7** | **400-PER-1170, 400-PER-1220,** | **16 Days** |

*1 **VFDs and Switch board Extended Fabrication Durations affected the installation, Startup, and commissioning of the VFD and the Associated EQ, IPS, Chemical, and RAS pumps.**

*2 **Owner Procured Membrane Equipment affected the project as the Veolia team experienced some challenges with the programming of the New Membrane PLC Code to control both the Existing Membranes and New Membranes installed during this phase. This further pushed the Startup, commissioning and performance testing of the Membrane system which was Scheduled to be completed prior to the large bubble mixing system being completed.**

*3 **PCO # 27 Sawnee EMC Relocation of Direct Buried Primary power in footprint of IPS Electrical Building extended the duration of the work associated with the Influent Pump Station's Main Electrical Building, Generator pad, Concrete Paving, and Reject Pond Flow Control Valve.**

*4 **Abnormal Weather Conditions affected the project by a total of 6 days.**

*5 **PCO # 31 RDT Additional PLC, SCADA, HMI programming requirements affected the start up commissioning/functional testing, and performance testing of the Activated Sludge Storage Facility.**

*6 **PCO # 033 Relocation of Chemical Skid VFDs affected the Installation, Startup, and commissioning of the Membrane Chemical System.**

*7 **PCO# 042 Existing Membrane Train Tagging affected the duration of the electrical contractor's labor and management resources extending their required time on the project**

**RED – Direct impact on the Critical path of the Project.**

**BLACK - Concurrent impact on the Critical path of the Project.**

Archer Western has determined the above items 1-7, ran concurrent Time Impacts to the Projects Critical Paths except for the abnormal weather days' impact. The overall concurrent impact to the project's critical path is 62 days as shown by the impact by the longest individual item for the Owner Procured Membrane equipment of 56 days plus the 6 days of abnormal weather leading to a total project impact of 62 days. Archer Western is requesting a time extension to the project for this impact. The critical path of the project ran through the procurement, installation, startup, and performance testing of the Owner Procured Membrane System.

| Contractual Completion Dates | | Change |
|---|---|---|
| Current Substantial Completion date | **September 30, 2024** | **0** |
| Current Final Completion Date | **November 29, 2024** | **0** |
| Updated Substantial Completion Date | **December 1, 2024** | **+62 Days** |
| Updated Final Completion Date | **January 30, 2025** | **+62 Days** |

Archer Western request for an additional 62 days being added to the Contractual Substantial and Final Completion dates is a time only request and of no additional cost to the Owner. If you have any additional questions, please let me know.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

Corbin Coker
Project Manager

cc: Project File
Pavel Mayfield, AWC

**SECTION 00 52 13**
**AGREEMENT**

THIS AGREEMENT is by and between Forsyth County Board of Commissioners (Owner) and Archer Western Construction, LLC (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. New Influent Pump Station Generator, Electrical Building, and Odor Control.
2. New Pumps and Piping at the Influent Pump Station.
3. Miscellaneous Modifications in the Headworks Facility.
4. New Equalization Pump.
5. New Process Blowers.
6. New Channel Mixing System.
7. New Membrane Trains (x2) and Associated Equipment (In Existing Tanks).
8. New Membrane Chemical Cleaning System.
9. New UV Disinfection Unit.
10. New Outlet on the Reuse Tank and Flow Control Valve
11. New Cascade Aerator and Splitter Box.
12. New Bulk Chemical Storage Facility.
13. Modifications to Plant Chemical Feed System.
14. Replace existing Rotary Drum Thickeners.
15. New Fire Suppression System in Existing Server Room.
16. Miscellaneous Instruments.
17. Miscellaneous Site Improvements.
18. Miscellaneous Building Improvements including Gutter Downspout Replacement, Door Handle Replacement, and Exit Sign Installation.
19. Miscellaneous Instrument and Valve Modifications at the Shakerag WRF.

2. ENGINEER

2.1. The Project has been designed by ESG Engineering, Inc. (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES

3.1. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2. Days to Achieve Substantial Completion and Final Payment:

3.2.1. The Work shall be substantially completed within 700 calendar days from the date when the Contract Times commence, and completed and ready for final payment in accordance with the Standard General Conditions within 760 calendar days after the date when the Contract Times commence to run.

3.3. Liquidated Damages:

3.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Thousand (United States of America currency) Dollars ($2,000) for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

3.3.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand (United States of America currency) Dollars ($1,000) for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

4. CONTRACT PRICE

4.1. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

4.2. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

4.2.1. Lump Sum: For Work other than Unit Price Work, a lump sum of $18,873,000.00.

4.2.1.1. All specific cash allowance(s) are included in the above lump sum

price and have been computed in accordance with Paragraph 13.02 of the Standard General Conditions.

5. PAYMENT PROCEDURES

5.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

5.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the Standard General Conditions:

5.2.1.1. Ninety five percent of Work completed (with the balance being retainage).

5.2.1.2. Ninety five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

5.2.2. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 15.01.C.6 of the Standard General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3. Final Payment:

5.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the Standard General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

6. CONTRACTOR'S REPRESENTATIONS

6.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

6.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

6.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

6.1.4. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site .

6.1.5. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.

6.1.6. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.1.8. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract

Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

6.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

7. CONTRACT DOCUMENTS

7.1. Contents:

7.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

7.1.1.1. This Agreement.

7.1.1.2. Performance bond.

7.1.1.3. Payment bond.

7.1.1.4. Standard General Conditions.

7.1.1.5. Supplementary Conditions.

7.1.1.6. Specifications as listed in the table of contents of the Project Manual.

7.1.1.7. Drawings consisting of each sheet bearing the following general title: "Forsyth County Fowler WRF Phase II Expansion"

7.1.1.8. Addenda (numbers 1 to 6, inclusive).

7.1.2. Exhibits to this Agreement:

7.1.2.1. Contractor's Proposal Cost Form.

7.1.2.2. Documentation submitted by Contractor prior to Notice of Award.

7.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

7.1.3.1. Notice to Proceed.

7.1.3.2. Work Change Directives.

7.1.3.3. Change Order(s).

7.2. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

8. MISCELLANEOUS

8.1. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.4. Assignment of Contract:

8.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.5. Contractor's Certifications:

8.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

8.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

8.5.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

8.5.1.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

8.5.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 8/23/2022 (which is the Effective Date of the Agreement).

OWNER: Forsyth County

Kevin Tanner

By: Kevin Tanner

Title: County Manage

[CORPORATE SEAL]

Attest: Rhonda P Hmond

Title: County Clerk

Address for giving notices:

CONTRACTOR: Archer Western Construction, LLC

Daniel P. Walsh

By:

Title: President

[CORPORATE SEAL]

Attest:

Matthew M. Walsh, IV

Title: Secretary

Address for giving notices:

110 East Main Street, Suite 210

Cumming, GA 30040

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

2839 Paces Ferry Road, Suite 1200

Atlanta, Georgia 30339

License No. 978992

(Where applicable) Agent

for service or process: _____

_____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

**END OF SECTION**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | 01/03/2025 | **Presenter:** | David McKee |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | David McKee |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Engagement Letter with Morris, Manning and Martin (Lee Anne Sapp) for legal services related to The Gathering at South Forsyth - County Manager

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**:

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **Clerks Only**

**Approval List:**

| | |
|---|---|
| Cindy Henderson, Administration | Created/Initiated - 1/3/2025 |
| Rhonda Hansard, Administration | Approved - 1/7/2025 |
| Cindy Henderson, Administration | Approved - 1/7/2025 |
| Heidi Cofield, Administration | Final Approval - 1/7/2025 |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Parks & Recreation | **Submitted by:** | Edith Compean, Procurement Agent III |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Rusty Pruitt |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Kirk Franz |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award Bid 25-11-5211 to Meer Electrical Contractors, Inc. for Sports Lighting Repair and Maintenance As-Needed for the Department of Parks and Recreation with approval of the associated Services Agreement - Director, Department of Parks and Recreation

**Recommended Action:** **Award**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES

Reviewed by: Jeff Strickland

Comments: Approved prior to vendor signature

**Comments by Legal:**

**Workflow Selected:** **ACM TT Approval w/ Employment Services and Finance Review**

**Approval List:**

| | |
|---|---|
| Edith Compean, Procurement | Created/Initiated - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/6/2025 |
| Kirk Franz, Parks & Recreation | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

**SERVICES AGREEMENT**

**ITB NO. 25-11-5211**

**THIS SERVICES AGREEMENT** is made and entered into as of the 1st day of January 2025 (the "Effective Date") by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and **MEER ELECTRICAL CONTRACTORS, INC.**, a Georgia Corporation, ("Contractor"), collectively, the "Parties".

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Sports Lighting Maintenance and Repairs on an as-needed basis; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions

**B.** **The Work.** The work to be completed under this Agreement (the "Work") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference, and more specifically described in each task order authorized by County and issued by County to Contractor ("Task Order").

**C.** **Term of Agreement.**

(1) Contractor shall perform its services in a prompt and timely manner which will not impose delays on the progress of the Work. This Agreement shall continue in effect until the earlier of i) the termination of this Agreement pursuant to the terms hereof, or ii) December 31, 2027 (the "Term").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number, Task Order number, and an itemized statement of the Work completed, including a

breakdown of the Work completed during the invoice period for each Task Order and component of the Work as a percentage of the total Work authorized for such Task Order and component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto and in each Task Order, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in such Task Order and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in each Task Order and in this Agreement.

Compensation for out of scope work will only be paid after the County authorizes and issues to the Contractor a Task Order amendment or a separate Task Order for the specific additional tasks, issues a written notice to proceed for the specific additional tasks, and receives an invoice meeting the requirements of this Agreement. A Task Order containing a written scope of work, an agreed upon additional fee, a schedule for starting and completing the additional tasks, and an agreed upon extension of the time for performance, if needed to complete the additional work, will be required before the County issues a notice to proceed for additional work. All additional work will be subject to all other terms and provisions of this Agreement.

**C.** The compensation as provided for in each Task Order and this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto and in each applicable Task Order. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**, and only then for goods or services applicable to the Work.

## IV. COVENANTS OF CONTRACTOR

**A. <u>Expertise of Contractor; Licenses, Certification and Permits; Performance</u>**.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and

requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent professional contractors performing comparable services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

**B. County's Reliance on the Work.**

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "Indemnified Party") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "Indemnity Obligation"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F. Insurance.**

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers'

compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VIII or greater.

**G. <u>Employment of Unauthorized Aliens Prohibited</u> – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that

the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

**H. Records, Reports and Audits**

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily

accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K. Key Personnel.** Reserved.

**L. Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed

by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N.** **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O.** **Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P.** **Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with this Agreement, the Task Orders issued under this Agreement, and all applicable federal, state, and local laws, regulations, rules, orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference.

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but

not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by an amendment, a written change order (as provided in Section II above), or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C.** **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the

provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D.** **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E.** **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F.** **Notices.** All other notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Edith Compean
Forsyth County Procurement
514 West Maple Street, Suite 104
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Peter Meer, CEO
405 Tidwell Dr.
Alpharetta, Georgia 30004

**G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**I. Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K. Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other

obligations shall remain intact.

**L.** **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**MEER ELECTRICAL CONTRACTS, INC.**

By: _____
Peter Meer, CEO
[CORPORATE SEAL]

Attest: _____
Kelly Meer, Corporate Secretary

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

[COUNTY SEAL]

Attest: _____
Rhonda Hansard, County Clerk

**EXHIBIT "A"**

**Scope of Services**

**1.1. General Information**

Contractor shall provide all materials, equipment, and labor necessary to perform As-Needed Sports Lighting Repairs & Maintenance at various Forsyth County Parks for Calendar Years 2025, 2026, and 2027.

**Work Hours: Monday – Friday 8:00am to 5:00pm**

**1.2. Scope of Work**

**Park Locations:**

**Lanierland Park** 6115 Jot Em Down Road, Cumming, GA 30041

**Midway Park** 5100 Post Road, Cumming, GA 30040

**Sharon Spring Park** 1950 Sharon Road, Cumming, GA 30041

**Central Park** 2300 Keith Bridge Road, Cumming, GA 30040

**South Forsyth Soccer Complex** 800 Kemp Road, Suwanee, GA 30024

**Fowler Park** 4110 Carolene Way, Cumming, GA 30040

**Joint Venture Park** 3660 Melody Mizer Lane, Cumming, GA 30041

**Matt Community Park** 6555 Wallace Tatum Road, Cumming, GA 30028

a. This Agreement begins January 1, 2025, and will expire, unless earlier terminated in accordance with the terms of the Agreement, on December 31, 2027.
b. This service is provided on an as-needed basis according to the specific needs of Forsyth County and cannot be predicted when services are needed.
c. Contractor shall provide and have readily available support equipment to maintain the lighting systems at the mounting heights.
d. Contractor shall be aware and assume that the power service to the pole and/or luminaries is energized and will not be de-energized for the purpose of maintenance of the equipment.
e. Contractor is required to take appropriate precautions in the performance of the maintenance operations.
f. Forsyth County will not pay for travel time to and from each park, rate provided is for actual time spent at the park for maintenance and or repairs.

g. Any heavy equipment that may be used at the job site that encroaches on an active recreation facility needs to be approved through the Department of Parks & Recreation, prior to work commencing.
h. Rectification of any damage caused to Forsyth County, GA property from work completed under this Agreement is the responsibility of the Contractor.
i. Contractor must have a valid Electrical License. Proof of license must be submitted with the Bid.
j. All work shall be done in accordance with the following: National Electrical Code, National Safety Code, manufacturer's recommendations, and an applicable Forsyth County Standards.
k. Contractor's pricing includes all overhead, profit, estimates, administrative cost, insurance, and mileage. No additional costs, including travel time, shall be paid or reimbursed by the County.
l. Technicians must check-in and check-out with onsite Parks & Recreation staff. Times must be included on work orders and signed off on by the onsite staff member.
m. Work orders are to be submitted with each invoice. Invoices will not be processed if work orders do not have check-in/check-out times signed off on by a Forsyth County Parks and Recreation staff member.
n. Forsyth County requires an on-site response time within forty-eight (48) hours for emergency calls and within seven (7) days for non-emergency calls.

**EXHIBIT "B"**

**Compensation of Services**

**Forsyth County**

**Bid Schedule 25-11-5211**

**Sports Lighting Repairs and Maintenance As Needed**

| LINE ITEM | ITEM DESCRIPTION | YEAR 2025 (Unit Price) | YEAR 2026 (Unit Price) | YEAR 2027 (Unit Price) |
|---|---|---|---|---|
| 1 | Musco 1,000 Watt Metal Halide Lamp | $191.65 | $191.65 | $191.65 |
| 2 | Musco 1,000 Watt Metal Halide Ballast | $373.04 | $373.04 | $373.04 |
| 3 | Musco Glare Shields Type SE2 | $136.48 | $136.48 | $136.48 |
| 4 | 1,000 Watt Metal Halide Lamp | $70.49 | $70.49 | $70.49 |
| 5 | 1,000 Watt Metal Halide Ballast | $313.04 | $313.04 | $313.04 |
| 6 | 1,500 Watt Metal Halide Lamp | $84.26 | $84.26 | $84.26 |
| 7 | 1,500 Watt Metal Halide Ballast | $440.04 | $440.04 | $440.04 |
| 8 | Glare Shields | $74.36 | $74.36 | $74.36 |
| 9 | 400 Watt Induction Lamp | $56.16 | $56.16 | $56.16 |
| 10 | 400 Watt Induction Circular/Tubular Bulb | $123.58 | $123.58 | $123.58 |
| 11 | Crane Truck with Basket Per Hour | $265.00 | $265.00 | $279.00 |
| | Minimum Number of Hours for Crane Truck | $4.00 | $4.00 | $4.00 |

| | | | | |
|---|---|---|---|---|
| 12 | Service Truck Per Hour | $154.00 | $154.00 | $162.00 |
| | Minimum Number of Hours for Service Truck | $1.00 | $1.00 | $1.00 |
| 13 | Response Time (from call to location) | 24hrs | 24hrs | 24hrs |
| 14 | Emergency Service, if provided, additional hourly cost. After 5:00 pm or prior to 8:00 am | $154.00 | $154.00 | $162.00 |
| 15 | Warranty on work and materials: | Product warranty on material and lifetime on workmanship | | |
| 16 | Electrical License Number: | EN214347 | | |

Authorized Signature: _____

Company Name: Meer Electric

Printed Name and Title: Peter Meer President

**EXHIBIT "C"**

**INSURANCE REQUIREMENTS**

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

| | | |
|---|---|---|
| a) | Workers' Compensation | Statutory Requirement |
| b) | Employer's Liability, per Occurrence | $1,000,000 |

2. Comprehensive General Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Personal & Advertising Injury Limit | $1,000,000 |
| c) | General Aggregate Limit | $2,000,000 |
| d) | Products/Completed Operations Aggregate Limit | $2,000,000 |

3. Comprehensive Automobile Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |

4. Excess Umbrella Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |

**EXHIBIT "D"**

## Contractor Affidavit and Agreement

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☒ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____107624_____
Federal Work Authorization User Identification Number

_____3/17/2008_____
Date of Authorization

__Meer Electrical Contractors Inc. Name of Contractor

Sports Lighting Maintenance & Repairs As Needed
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _10/24_____, 202__ in __Alpharetta__ (city), ___GA____ (state).

_____
_ Signature of Authorized Officer or Agent

__Peter Meer President_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 24th DAY OF October, 2024.

_____
Notary Public

[NOTARY SEAL]

My Commission Expires: 2/24/2026

CARMEN CLARK NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 24, 2026

16

**EXHIBIT "E"**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC
[NOTARY SEAL]
My Commission Expires:_____

**EXHIBIT "F"**

**Supplementary Terms and Conditions**

NONE

**FORSYTH COUNTY**

**BID NO. 25-11-5211**

**Sports Lighting Repairs and Maintenance As Needed**

****APPARENT BID RESULTS****

**Bidder: Meer Electric**

| LINE ITEM | ITEM DESCRIPTION | YEAR 2025 (Unit Price) | YEAR 2026 (Unit Price) | YEAR 2027 (Unit Price) |
|---|---|---|---|---|
| 1 | Musco 1,000 Watt Metal Halide Lamp | $191.65 | " | " |
| 2 | Musco 1,000 Watt Metal Halide Ballast | $373.04 | " | " |
| 3 | Musco Glare Shields Type SE2 | $136.48 | " | " |
| 4 | 1,000 Watt Metal Halide Lamp | $70.49 | " | " |
| 5 | 1,000 Watt Metal Halide Ballast | $313.04 | " | " |
| 6 | 1,500 Watt Metal Halide Lamp | $84.26 | " | " |
| 7 | 1,500 Watt Metal Halide Ballast | $440.04 | " | " |
| 8 | Glare Shields | $74.36 | " | " |
| 9 | 400 Watt Induction Lamp | $56.16 | " | " |
| 10 | 400 Watt Induction Circular/Tubular Bulb | $123.58 | " | " |
| 11 | Crane Truck with Basket Per Hour | $265.00 | " | $279.00 |
| | Minimum Number of Hours for Crane Truck | 4 | " | " |
| 12 | Service Truck Per Hour | $154.00 | " | $162.00 |
| | Minimum Number of Hours for Service Truck | 1 | " | " |
| 13 | Response Time (from call to location) | 24HRS | " | " |
| 14 | Emergency Service, if provided, additional hourly cost. After 5:00 pm or prior to 8:00 am | $154.00 | " | " |

*THESE BIDS WERE OPENED AND READ ALOUD ON **October 24th, 2024** IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.*

**Signature:** [signature] **Date:** 10/24/24

**Signature:** Kayley Robinson **Date:** 10.24.2024

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Senior Services | **Submitted by:** | Anna Coppock, Accountant |
| **Date Submitted:** | 01/07/2025 | **Presenter:** | Anna Coppock |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Sharolyn Flemons |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to utilize First Call Technologies for Social Services Software for Senior Services Department and approval of a Budget Resolution in the amount of $14,600.00. Software is necessary to be compliant with current county security regulations with HIPPA and PHI per CISO - Interim Assistant Manager, Department of Senior Services

**Recommended Action:**

**Accept**
**Approve**
**Authorize**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**:
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM TT Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Anna Coppock, Senior Services | Created/Initiated - 1/7/2025 |
| Sharolyn Flemons, Senior Services | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/8/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/8/2025 |
| David McKee, Administration | Final Approval - 1/14/2025 |

# First Call Terms and Conditions

**APPLICATION SERVICE PROVIDER LICENSE AND SUPPORT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2025 (the "*Effective Date*"), by and between First Call Technologies, LLC (Also doing business as Community CareLink) having its Principal place of business at 9091 State Line Road, Kansas City, MO 64114, and Forsyth County, Georgia("*Client*")having its principal place of business at 110 E. Main Street, Suite 210, Cumming, Georgia 30040.

WHEREAS, First Call is the provider of web-based Application Services and associated Software made available to clients via the Internet or other electronic means, and Client desires to access and use such Application Services and associated Software.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Definitions.**

The following terms, when used in this Agreement, shall have the following meanings:

1.1 Agreement: "*Agreement*" shall mean this document and all schedules, exhibits and other documents referenced herein and attached hereto and hereby expressly incorporated herein by this reference.

1.2 Application Data: "*Application Data*" shall mean any data associated with or related to the Application Services provided by First Call to Client. Notwithstanding anything to the contrary herein, all Application Data shall be considered Confidential Information of First Call.

1.3 Application Services: "*Application Services*" shall mean the services as more fully described in Exhibit(s) that are made available to Client via the Internet or other electronic means and any Software and Application Data provided by First Call in connection with such services.

1.4 Client Content: "*Client Content*" shall mean all content, data and materials selected and provided by Client and its Users to First Call in electronic or hard copy formats and entered by Client into the Application Services or Software. Notwithstanding anything to the contrary herein, all specific Client Content shall be considered Confidential Information of Client.

1.5 Confidential Information: "*Confidential Information*" shall mean, with respect to a Party hereto, (a) the terms and conditions of this Agreement or any other agreement executed between the parties, (b) all nonpublic information concerning the business, technology, products, services, internal structure and strategies of the disclosing Party, specifically including, without limitation, Software, Documentation, end-user materials, Intellectual Property Rights, proposals, designs, concepts, methodologies, inventions, source or object code, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, "know-how," procedures, financial information or licensing policies and (c) any other information clearly labeled by the disclosing party in writing as "confidential" prior to its disclosure, otherwise deemed as Confidential Information under this Agreement, or which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment under the circumstances. The following information will not be considered Confidential Information: (i) information which was in the public domain prior to its disclosure; (ii) information which becomes part of the public domain by any means other than through violation of this Agreement; (iii) information independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, or (iv) information received from a third party not under any obligations of confidentiality. The parties each agree to be bound by and comply with all applicable federal, state and local statutes and regulations governing the confidentiality of patient records and other information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1.6 Defect: "*Defect*" shall mean the failure of the Application Services to perform substantially in accordance with the Documentation. Defect does not include any human error or failure to input data correctly or any defects or failures caused by Client or its Users (including, without limitation, failures relating to Client equipment or software, User error, unauthorized modifications made by Client or its Users to the Application Services or use of the Application Services with equipment or software not approved by First Call.

1.7 Documentation: "*Documentation*" shall mean any and all written or electronic documentation furnished or generally made available to clients by First Call relating to the Application Services or the Software, including any operator, user or training manuals, as the same may be amended by First Call from time to time, and the Specifications.

1.8 Fees: "*Fees*" shall mean the applicable license, service, customization, implementation and other fees and charges for the Application Services and any other services provided by First Call under this Agreement. (See Exhibit A, Fee Schedule).

1.9 Intellectual Property Rights: "*Intellectual Property Rights*" shall mean all intellectual property rights associated with or relating to the Application Services and associated Software, including, without limitation, all software, source code, designs, formulas, procedures, methods, apparatus, ideas, inventions, creations, improvements, works of authorship or other similar materials, copyrights, patents, trade secrets, trademarks, service marks, trade names and other proprietary rights relating thereto, and any associated goodwill, on a worldwide basis.

1.10 Party: "*Party*" shall mean First Call or Client, individually as the context so requires; and "*Parties*" shall mean First Call and Client, collectively.

1.11 Scheduled Implementation Date: "*Scheduled Implementation Date*" shall mean the date the Application Services are scheduled to be implemented and made available for access and use by Client and its Users pursuant to Exhibit A. As the same may be amended from time to time by mutual written agreement of the Parties or otherwise modified as provided in this Agreement.

1.12 Site: "*Site*" shall mean the Internet website or URL upon which the Application Services are hosted, as the same may be amended by First Call from time to time upon notice to Client.

1.13 Software: "*Software*" shall mean all First Call proprietary software provided in connection with the Application Services, including any updates, enhancements or modifications and any related Documentation.

1.14 Specifications: "*Specifications*" shall mean the standard published specifications for the Application Services and the Software provided by First Call as the same may be amended by First Call from time to time, together with other mutually agreed to specifications for the Software as identified on Exhibit(s).

1.15 User: "*User*" shall mean an individual end user of the Application Services on behalf of Client.

**2. Application Services.**

2.1 License: Subject to the terms and conditions of this Agreement and payment of the applicable Fees, First Call hereby grants to Client a non-exclusive, non-transferable license to access and use the Application Services described in and subject to the number of authorized User accounts set forth in Exhibit(s). The foregoing license shall be for Client's own internal business needs (and not for service bureau, time-sharing or similar services). Client shall have the right to use and reasonably reproduce any Documentation provided hereunder in order to satisfy its own internal requirements provided that such reproduction shall solely be for Client's internal use and shall contain First Call's and its licensors' proprietary and other notices at all times.

2.2 Users: Each User account is valid for one User only and may not be shared concurrently or otherwise by or among multiple Users. Client may harvest and/or reassign User accounts to new Users within its organization. Users of the Application Services are limited solely to Client's employees or independent contractors acting on Client's own behalf. Client is solely responsible for its Users' compliance with the terms of this Agreement. Unauthorized users will be accessed additional fees.

2.3 Provision of Application Services: Client's failure to provide timely information, materials, Client Content or assistance or to otherwise timely comply with First Call's reasonable requests or instructions may result in implementation delays and will cause automatic extensions to the Scheduled Implementation Date to the extent impacted. Following implementation of the Application Services, Client shall conduct an acceptance test of the Application Services for a ten (10) working days period (the "*Acceptance Test*"). First Call agrees to provide reasonable assistance to Client, as needed, in the performance of the acceptance Test. Client shall notify First Call in writing within ten (10) working days after expiration of the Acceptance Test period if the Application Services substantially perform in material conformance with the Documentation and the Specifications. If Client fails to timely provide such written notice, the Application Services will be deemed to be accepted. If Client rejects the Application Services, First Call shall correct any material deficiencies disclosed by Client and capable of reproduction by First Call and repeat such Acceptance Test until successfully completed. First Call agrees to provide Client the opportunity to proof all initial Client Content loaded into the Application Services at implementation prior to said data going "live" in Client's Application Services to determine any defects in the Client Content. If any defects in the Client Content are located by Client, First Call will make corrections and deliver all data back to Client to proof. Client will acknowledge the Client Content to be free from defects prior to use in the Application Services.

2.4 Support: Support hours are Monday through Friday 9am to 5pm, excluding holidays. Client will be invoiced in accordance with the user license fees that are listed in Exhibit A.

2.5 Use Limitations: Modification, reverse engineering, reverse compiling, disassembly of or creation of derivative works incorporating the Application Services or any portion or component thereof is expressly prohibited. Except as expressly authorized by this Agreement, Client and its Users shall not unbundle, sublicense, assign, transfer, display, distribute, rent,

resell or lease the Application Services or any portion or component thereof to any third party. Client and its Users may not access or utilize the Application Services for competitive purposes or to develop software or services competitive with the Application Services. First Call reserves the right to implement reasonable usage limitations from time to time on Client's and its Users' use of the Application Services, including, but not limited to, limitations on storage space, unless storage fees have been addressed in Exhibit(s).

2.6 Additional Services: Client may engage First Call to provide certain development, customization, training, data conversion and other services set forth in Exhibit A or through a formal SOW (Statement of Work) which may fall outside of the Agreement.

2.7 Reserved Rights: All rights not specifically granted to Client hereunder are reserved by First Call. Nothing herein shall prevent First Call or its licensors from promoting, providing, licensing or sublicensing use of or access to the Application Services or any portion or component thereof to any third party not included in this agreement.

2.8 Implementation of Software: Implementation of the software will be as defined in Exhibit(s).

**3. Limitations**.

3.1 Accessibility: Client understands and agrees that from time to time the Application Services may be inaccessible or inoperable during normal business hours in the event of periodic maintenance procedures or repairs which First Call or its service providers may undertake. First Call will alert Client of any scheduled maintenance. First Call will not be liable for failure to provide access to the Application Services due to any emergency maintenance, any catastrophic system failure at First Call or any of its service providers, any failures of Client's equipment or systems, or due to other acts outside the control of First Call (including, without limitation, any mechanical, electronic or communications failure, failures due to viruses or malicious attacks, or for general slow speed of the Internet).

3.2 Equipment: Client shall have the sole responsibility for acquiring, installing and maintaining its own technology environment and equipment necessary to properly access, operate and utilize the Application Services, including, without limitation, PCs, operating systems, servers, Internet access, LANs and WANs, for any communications or other costs incurred, and for any expenses relating to the foregoing. Client shall be responsible for determining the suitability of the Application Services for its operations and whether the Application Services will achieve the results Client desires. Client shall be responsible for selecting and training adequate personnel with the requisite experience necessary to operate Client's systems and who are familiar with Client's records associated with the Application Services. Client shall establish adequate operational back-up systems and procedures to ensure recovery and continuity of its systems and operations in the event of a failure. Client shall be responsible for ensuring the accuracy of any Client Content input into the Application Services, ensuring and confirming the accuracy of any data or results created or output by the Application Services prior to use, and undertaking procedures to test, identify and correct any errors or omissions relating to the foregoing. Client shall limit use of and access to the Application Services solely to those of its employees or independent contractors whose duties require such use and access and shall undertake best efforts to ensure that First Call's Confidential Information and the Intellectual Property Rights are kept secure.

3.3 Account Security: Client and its Users shall be responsible for the security, confidentiality and integrity of all information that Client receives or transmits through the Application Services. Client shall be solely responsible for the security and confidentiality of any usernames or passwords granted to Client for its Users to access the Application Services, and shall limit disclosure of such usernames and passwords to its respective employees and other authorized representatives. Client and its Users shall be responsible for any authorized or unauthorized access or use of a User account by any person and for any charges or Fees incurred. Client has the affirmative responsibility to monitor and control access to Client's and its Users' accounts and account information. If at any time Client learns or suspects that Client's or any of its Users' account information has been disclosed or otherwise made known to any person other than the relevant User, Client shall immediately notify First Call via email and/or phone call.

3.4 Prohibitions: Client is responsible for any and all acts and omissions that occur under each of its User's accounts, and Client and its Users agree not to engage in unacceptable use of the Application Services, which includes, without limitation, use of the Application Services to: (a) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (b) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property or other rights of any person; (c) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Application Services or any other computer network; (d) disseminate, store or transmit viruses, worms, trojan horses or any other malicious code or programs; (e) disseminate or otherwise make available any proprietary documents or materials made available through the Application Services to third parties unrelated to Client's internal business needs without the prior written consent of First Call; (f) gain competitive intelligence about First Call, the Application Services or any product or service offered by First Call, to develop competitive products or services or to otherwise compete with First Call; (g) violate any statute, law, rule, regulation or the legal rights of a third person; (h) disrupt use of the Application Services by others or to gain unauthorized access to First Call's or any third party's systems or network; and/or (i) exceed the scope of the licenses set forth in this Agreement.

3.5 Assumptions: First Call will configure the Application Services according to the information provided by Client and any assumptions set forth in the Exhibit(s). If the information provided by Client or the assumptions are incorrect, then Client may need to purchase additional products or services and pay additional fees to achieve full functionality.

3.6 Circumvention: Client and its Users agree not to access the Application Services, any portion or component thereof or any information contained therein through any technology or means other than through the applicable User's account using the applicable User's account information. Client and its Users agree not to use or launch any automated system, including, without limitation, "robots," "spiders" or "offline readers," that accesses the Application Services in a manner that sends more request messages to First Call or the Application Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

3.7 Audit: First Call may conduct audits to ensure that Client and its Users are in compliance with this Agreement. Such audits may be conducted through remote monitoring by First Call of Client's and its Users' access to the Application Services. Client will provide reasonable access to its premises and systems and assistance to First Call or its designees as reasonably requested by First Call in advance for purposes of conduction any onsite audit. If an audit reveals that Client's use of the Application Services during the period being audited exceeds the scope of its licensed use pursuant to this Agreement, then First Call may invoice Client for all such excess use based on First Call's prevailing rates in effect at the time the audit is completed. If such excess use exceeds ten percent (10%) of the licensed use, Client shall also pay First Call's reasonable costs of conducting the audit agreeable with the client.

## 4. Intellectual Property

4.1 First Call Intellectual Property Rights: The Intellectual Property Rights utilized in providing the Application Services is the valuable, confidential and copyrighted property of First Call. Client and its Users may use the Application Services as permitted herein and may not otherwise disclose, modify, adapt, translate, or create derivative works based on the Application Services or any portion or component thereof without the prior written consent of First Call. As between the parties, First Call owns all right, title, and interest in and to the Application Services, including without limitation, any and all proprietary documents and materials made available through the Application Services and all ancillary and interface software, all current and future enhancements, revisions, new releases and updates thereof and any derivative works based thereon and all documentation thereto, all Intellectual Property Rights relating thereto, and all images, photographs, illustrations, graphics, audio, video and other content therein. In the event First Call performs any services under this Agreement that include the development of software or other components related to the Application Services licensed hereunder, such software and components are licensed on the same terms as the Application Services are licensed hereunder and shall be considered part of the Application Services.

4.2 Client Content: The Application Services allow Client and its Users to upload Client Content into the Application Services and utilize it in conjunction therewith. Because Client Content is selected and uploaded by Users, First Call does not control such Client Content. In connection with Client Content, Client affirms, represents and warrants that Client owns or has the necessary licenses, rights, consents and permissions to use and authorize First Call to use all Client Content and to enable inclusion and use of the Client Content in the manner contemplated hereunder. As between the parties, Client retains all ownership rights in the Client Content. By uploading Client Content to the Application Services, Client hereby grants First Call a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing, display and perform the Client Content for purposes of providing the Application Services and the services to Client under this Agreement and to improve and maintain the Application Services. Additionally, Client grants to First Call a sublicensable and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing, display and perform utilizing Client Content in a de-identified format for the improvement of the Application Services and First Call's other products and services (as may exist now or in the future) and for other lawful purposes, including without limitation aggregating Client's data into an average of all its collective clients' collective data for reporting purposes. For the avoidance of doubt, First Call will compile and present any such Client Content that it so uses in such a manner that data cannot reasonably uniquely identify, either explicitly or implicitly, Client or any individual.

4.3 Inaccurate Client Content: All Client Content originates from Client and its Users, and as such, is beyond the control of First Call. First Call neither initiates the uploading of such Client Content nor monitors the specific content or accuracy of the Client Content being uploaded. Without limiting the generality of any other provision of this Agreement, First Call shall have no responsibility for or liability related to the accuracy, content, currency, completeness or delivery of the Client Content provided by Client or any of its Users. Client is responsible for the accuracy, content, currency, completeness and delivery of the Client Content uploaded by its Users, and Client warrants that the Client Content posted by its Users is accurate, current and complete.

4.4 Code Protection: Neither Client nor any Representative shall modify, reverse engineer, decompile or disassemble the Application Services or any portion or component thereof or otherwise attempt to derive source code therefrom, or authorize any third party to do any of the foregoing. Nothing in this Agreement grants Client, Representative or any other person or entity any right, license or interest to the source code of the Application Services.

**5. Fees, Invoice and Payment**

5.1 Fees: Any implementation and other "one time fees" portion of the Fees will be payable as set forth in Exhibit A. Any remaining, recurring or additional Fees will be invoiced on or after the date the Application Services have been made available to Client except as set forth in Exhibit A.

5.2 Invoices.: Each invoice shall describe the Application Services for which the invoice has been forwarded to Client. Client will pay all invoices within thirty (30) days after receipt. First Call may assess late payment fees on any invoice not paid when due at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law on any past due balance, together with costs of collection, including attorneys' fees and costs. Unless the amount is being disputed then interest would not be incurred. In the event an invoice is not paid within forty-five (45) days after receipt, First Call reserves the right to suspend provision of any Application Services to Client, in addition to any other remedies it may have under this Agreement, at law or in equity.

5.3 Taxes: The Application Services are services involving the electronic delivery of access to software on a subscription basis. Client shall be responsible for and shall pay First Call all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon, whether imposed now or hereinafter by any governmental entity on Client's use of the Application Services. If First Call is required to pay taxes based on Client's use of the Application Services, then Client shall reimburse First Call for such payments. First Call shall be solely responsible for the payment of all taxes relating to First Call personnel and based on the net income or gross revenues of First Call.

5.4 Reimbursable Expenses: To the extent applicable, First Call will be reimbursed for its reasonable expenses incurred in connection with this Agreement for on-site training that have been approved in advance by Client. Approved expenses shall be submitted to Client via a separate invoice.

**6. Warranties**

6.1 Client: Client and its Users represent and warrant to First Call that: (a) all information provided by Client and its Users to First Call is truthful, accurate and complete; (b) Client and its Users shall comply with all terms and conditions of this Agreement; (c) Client and its Users have provided and will maintain accurate and complete registration information with First Call, including, without limitation, legal names, addresses and telephone numbers; (d) Client's and its Users' access to and/or use of the Application Services does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which Client or any User is or may reasonably be subject; (e) Client and its Users will not use the Application Services to violate any statute, law, rule or regulation, to violate any agreement with First Call or to otherwise violate the legal rights of First Call or any third person; and (f) Client and its Users will not access or use the Application Services in order to gain competitive intelligence about First Call, the Application Services or any product or service offered by First Call, to develop competitive products or services or to otherwise compete with First Call.

6.2 Defects: First Call represents and warrants that, to its knowledge, the Application Services are free from any material Defects. In the event of discovery of any Defect, Client agrees to provide First Call with sufficient detail to allow First Call to verify and reproduce the error, and First Call shall use commercially reasonable diligence to endeavor correct such Defect. This shall be Client's sole remedy for breach of this warranty.

6.3 First Call Disclaimer of All Other Warranties: with the exception of the limited warranties set forth in sections 6.2 and 6.3, the application services provided under this agreement are provided "as is" without warranty of any kind, and first call hereby disclaims any warranties, express or implied, relating to the application services provided pursuant to this agreement, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty, guarantee, or representation regarding the use, or the results of the use, of the application services in terms of correctness, accuracy, reliability or otherwise. First call makes no warranties that the application services will operate in combination with other hardware, software, systems or data not provided by first call (except as expressly specified in writing by first call), the accuracy of any data or data entry included within the application services. First call does not warrant that the application services will be error-free in all circumstances. Client acknowledges and agrees that certain data is provided by client and other sources, and first call does not verify, error-check or warrant the accuracy or fitness of any such information. The application services are not a backup service for storing content or other data, and first call shall have no liability regarding any loss of data. First call is not responsible for any defect caused by or that otherwise results from modifications, misuse or damage to application services made, permitted or otherwise caused by client in whole or in part. The foregoing limited remedy is client's sole and exclusive remedy for breach of the foregoing limited warranty.

**7. Indemnification**

7.1 Indemnification by Client: Client shall defend, indemnify and hold harmless First Call and its members, officers, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any third party arising out of or relating to: (a) Client's representations, warranties, covenants or obligations hereunder; (b) Client's and its Users' use of the Application Services, including any Client Content, data or work transmitted or received by Users; (c) any unacceptable use of the Application Services by Client or it

Users or through its Users' accounts, including, without limitation, any Client Content or any statement, data or content made, transmitted or republished by Client or its Users which is prohibited under applicable law or by this Agreement; (d) any intentional or negligent act or omission of Client or its Users; or (e) Client's or its Users' violation of any third party rights, including, without limitation, any intellectual property or privacy right.

7.2 Indemnification by First Call: First Call shall defend, indemnify and hold harmless Client and its members, officers, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by Client or any third party arising out of or relating to "breach of security" or "breach" of the Application Services and Application Data as is further defined by RSMo 407.1500.7.3 Prompt Notice: Both First Call and Client agree to give each other prompt written notice of any threat, warning or notice of any such claim or action against the other. In claiming any indemnification hereunder, the Party claiming indemnification (the "*Claimant*") shall provide the other Party with written notice of any claim which the Claimant believes falls within the scope of this section. The Claimant may, at its own expense, assist in the defense if it so chooses, provided that the other Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Claimant shall not be final without the Claimant's written consent.

## 8. Confidential Information

8.1 Confidential Information: Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a Party use less than reasonable diligence and care. Each Party hereby agrees that (a) during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other Party's Confidential Information to any person or entity other than its employees, independent contractors or representatives (collectively, the "*Representatives*") having a need to know; (b) it will not use or permit its Representatives to use any Confidential Information for purposes other than in connection with performance of its duties or as otherwise allowed under this Agreement; (c) it will disclose Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; and (d) it will be responsible for any disclosure or misuse of Confidential Information by such Representatives. Notwithstanding the foregoing, each Party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other's consent to such disclosure; and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Notwithstanding the foregoing, nothing herein shall require either Party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each Party shall reasonably cooperate with the disclosing Party at its request in an effort to limit the nature and scope of any required disclosure of Confidential Information at the disclosing Party's expense.

## 9. Terms

9.1 Term: The initial term of this Agreement (the "*Initial Term*") shall commence on the Effective Date and shall continue for Two (2) years. This Agreement will automatically renew for an indefinite number of successive one (1) year terms (each such additional term a "*Renewal Term*" and together with the Initial Term, the "*Term*") unless either Party provides the other Party at least sixty (60) days written notice prior to the expiration of the current initial term or renewal term. Written notice of cancellation will not be accepted if Client is not current and considered in good standing. The Fees during any such Renewal Term shall be the same as those charged during the prior term unless First Call provides you with written notice of an increase in Fees at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such increase in Fees shall not exceed ten percent (10%) over the applicable Fees for materially similar access to or number of equivalent accounts for the Application Services in the immediately prior subscription term, unless the Fees in such prior term were designated as promotional or one-time.

10.2 Penalties: If Client terminates service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; (b) for cause; or (c) pursuant to a change of terms, conditions or rates as set forth in exhibit(s), client agrees to pay First Call with respect to each user fees or services, in addition to all other amounts owed, an Early Termination Fee of 50 percent ("Early Termination Fee") of the remainder of Total Contract Value.

## 10. Miscellaneous

10.1 Excusable Delays: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment of money) to the extent such failure or delay is caused by acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties; extraordinary elements of nature or acts of God or other matters beyond the control of such Party.

10.2 Promotions: Client agrees to allow First Call to use Client's name for press releases distributed via traditional mediums, including email and print notifications for the purpose of announcing the partnership that Client and First Call

embark on upon the signing of this Agreement. In no way will the details of this Agreement be advertised, nor shall said press releases be held out to be an endorsement of First Call by the Client.

10.3 Governing Law: The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Missouri, without reference to its conflict of laws principles. The parties agree to sole and exclusive venue and jurisdiction in the federal and state courts located in the State of Missouri for any matters arising under or relating to this Agreement.

10.4 Modification, Amendment, Supplement, Waiver, and Attorney's Fees: No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement. In the event of a dispute under this Agreement which results in litigation, the prevailing Party in such litigation shall be entitled to recover from the other Party, in addition to such other damages to which it may be entitled, and its reasonable attorney's fees and expenses incurred in connection with such litigation.

10.5 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the Parties respecting the subject matter hereof.

10.6 Relationship of the Parties: The Parties hereto agree that each Party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its own respective employees and agents and its labor costs and expenses arising in connection therewith, and no joint venture or other relationship between the Parties is created by virtue of this Agreement. Neither Party nor its agents or employees are the representatives of the other Party for any purpose, and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10.7 Notices: Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the Party to be notified. Either Party may change the referenced addresses and contact information by written notice to the other in accordance with this section. Notices shall be effective: (a) as of the date personally delivered if by hand or (b) for notices sent by certified mail, five (5) business days after the postmark date, or (c) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email or posting via the Application Services) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

10.8 Severability: If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

10.9 U.S. Government End Users: The Application Services and Software are each a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the right to access the Application Services and Software with only those rights set forth in this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

**FIRST CALL:**

**FIRST CALL TECHNOLOGIES, LLC**

_____
By:_____

Attest:_____
By:_____

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

Attest: _____
Rhonda Hansard, County Clerk

[COUNTY SEAL]

**AGREEMENT BETWEEN**
**FIRST CALL TECHNOLOGIES, LLC, AND**
**FORSYTH COUNTY, GEORGIA**

## Contract Addendum

This Contract Addendum supplements that certain Agreement between **FIRST CALL TECHNOLOGIES, LLC (d/b/a COMMUNITY CARELINK),** a Delaware limited liability company ("First Call"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "County" or the "Client") (the "Agreement") of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached. No provision of the Agreement shall operate to override the provisions of this Addendum.

2. Client; Principal Place of Business.

The Client under the Agreement is Forsyth County, Georgia, a political subdivision of the State of Georgia. Customer's primary business address is 110 E. Main Street, Suite 210, Cumming, Georgia 30040.

3. Section 1 of the Agreement is amended by deleting subsection 1.5(a) in its entirety.

4. Section 3 of the Agreement is amended by deleting the final two (2) sentences of subsection 3.7 in their entirety.

5. Section 5 of the Agreement is amended by deleting subsection 5.2 in its entirety and replacing it with the following new subsection 5.2:

"5.2 Invoices: Each invoice shall describe the Application Services for which the invoice has been forwarded to the County. The County will pay all invoices within thirty (30) days after receipt. First Call may assess late payment fees on any invoice not paid when due at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law on any past due balance, together with costs of collection, including attorneys' fees and costs. Unless the amount is being disputed then interest will not be incurred. In the event the County fails to pay First Call within thirty (30) days after receipt of an invoice, First Call reserves the right to suspend provision of any Application Services to Client, in addition to any other remedies it may have under this Agreement, at law or in equity."

6. Section 5 of the Agreement is amended by deleting subsection 5.3 in its entirety and replacing it with the following new subsection 5.3:

"5.3 Taxes. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At First Call's request,

the County shall provide evidence of its tax-exempt status."

7. Section 6 of the Agreement is amended by deleting subsection 6.2 in its entirety and replacing it with the following new subsection 6.2:

"6.2 Defects: First Call represents and warrants that, to its knowledge, the Application Services are free from any material Defects. In the event the County discovers a Defect, the County shall provide First Call with sufficient detail to allow First Call to verify and reproduce the error, and First Call shall use commercially reasonable diligence to endeavor correct such Defect at no additional cost or expense to the County. In the event First Call is unable to correct such a Defect, the County's obligation to pay fees will terminate and First Call will refund, on a pro rata basis, the portion of fees paid for Application Services for the period of time beginning the month following First Call's receipt of such Defect notice and ending the date the Term expires."

8. Section 7 of the Agreement is amended by adding the following language to the end of subsection 7.2 thereof:

"First Call further covenants and agrees to take and assume all responsibility for the provision of the Application Services in connection with this Agreement. First Call shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the provision of the Application Services pursuant to this Agreement. First Call shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the provision of Application Services, or operations by First Call, any subcontractor, anyone directly or indirectly employed by First Call or subcontractor or anyone for whose acts or omissions First Call or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of First Call or other persons employed or utilized by the First Call in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of First Call, its subcontractor, anyone directly or indirectly employed by First Call or subcontractor or anyone for whose acts First Call or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for First Call or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during

the performance of this Agreement. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which First Call may have or be entitled to under this Agreement and/or applicable laws."

9. Section 7 of the Agreement is amended by adding the following new subsection 7.3 as follows:

"7.3 Sovereign Immunity. Nothing contained in the Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Board of Commissioners shall authorize the Chairman to execute this Agreement on behalf of the County. Any provision of the Agreement requiring the County to indemnify First Call is only valid to the extent allowed by Georgia law. The County shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder."

10. Section 8 of the Agreement is amended by adding the following language to the end of subsection 8.1 thereof:

"The foregoing notwithstanding, First Call acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and First Call further acknowledges that if First Call submits records containing trade secret information, and if First Call wishes to keep such records confidential, First Call must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto."

11. Section 9 of the Agreement is amended by adding the following language to the end of subsection 9.1 thereof:

"The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Company at least thirty (30) days prior to the end of the then current calendar year. To the extent this is applicable to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in First Call until fully paid for by the County."

12. Section 10 of the Agreement is amended by deleting subsection 10.2 in its entirety and replacing it with the following new subsection 10.2:

"10.2 Termination:

a. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) days in advance of the termination date.

b. For Cause. First Call shall have no right to terminate this Agreement during the County's use of the Application Services, except in the event of the County's material breach of the terms as set forth in the Agreement or the County's failure to pay First Call within thirty (30) calendar days of First Call providing the County with notice of a delinquent payment and an opportunity to cure. In the event of First Call's breach or default under this Agreement, the County may terminate this Agreement for cause. The County shall give First Call at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If First Call fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of the County, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge First Call for the costs of curing the default against any sums due or which become due to the County under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

c. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.

d. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience as provided above.

e. Reservation of Rights and Remedies. The rights and remedies of the County and First Call provided in this subsection 10.2 are in addition to any other rights and remedies provided under this Agreement or at law or in equity."

13. Section 10 of the Agreement is amended by adding the following new subsection 10.10 as follows:

"10.10 Assignment of Agreement; Subcontractors: Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns."

14. Section 10 of the Agreement is amended by adding the following new subsection 10.11 as follows:

"10.11 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, First Call agrees that, during performance of this Agreement, First Call, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, First Call agrees to comply with all applicable implementing regulations and shall include the provisions of this subsection in every subcontract for services contemplated under this Agreement."

15. Section 10 of the Agreement is amended by adding the following new subsection 10.12 as follows:

"10.12 Material Condition: Each term of this Agreement is material, and First Call's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity."

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, County and First Call have executed this Agreement, including this Contract Addendum, effective as of this _____ day of _____, 2025.

**FIRST CALL TECHNOLOGIES, LLC,**
**a limited liability company**

By: _____
Dale Gray, CEO

ATTEST:

By: _____

Name/Title: _____

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

ATTEST:

By: _____ [COUNTY SEAL]
Rhonda Hansard, County Clerk

**Exhibit A – Fee and Expense Schedule**

This Exhibit A describes terms for Forsyth County, Georgia payment of fees and reimbursement of expenses incurred by First Call Technologies, LLC (also doing business as Community CareLink). This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1) **Fees and Expenses**
   a) Software Licensing and Maintenance Fee. Forsyth County, Georgia will agree to pay a $12,100 per year Software License and Maintenance for use and on-going technical support for the Software Product, beginning on the Effective Date for up to 10 users. The Software Maintenance Fee allows for support via both email and telephone. The Software Maintenance Fee is for existing and planned application functionality but does not include unplanned or unscheduled future software application enhancements. The termination of support requires a 30-day written notification, via email or other, to First Call Technologies, LLC.
2) **Implementation and Enhancement Fees**: Forsyth County, Georgia agrees to pay a one-time implementation fee of $2,500 for full implementation services, buildout and training. First Call Technologies, LLC will provide up to 16 60-minute sessions for discovery and build, and 2 60-minute sessions for end-user training. Additional sessions will incur a cost of $300 per 60-minute session. Meetings require a 24-hour notice of cancellation, or a session will be counted against the 16 available sessions. Substantial new build requirements may carry a one-time fee to be discussed and contracted in the event that need arises.
3) **Billing and Payment Procedures**
   a) Invoices. Forsyth County, Georgia agrees to pay monthly invoices in full within 30 days of receipt from First Call Technologies, LLC, in accordance with Section 5 of the Agreement.
4) **Initial Payment**
   a) Forsyth County, Georgia agrees to make an initial payment of $2,500 applied to the TOTAL Implementation and Enhancements Cost prior to implementation kickoff.

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into by and between Forsyth County, Georgia ("Covered Entity") and First Call Technologies, LLC doing business as Community CareLink ("Business Associate"). This Agreement is effective as of the ___ day of _____ 2025 ("Effective Date").

## RECITALS

WHEREAS, the parties to this Business Associate Agreement have a relationship where Covered Entity may provide Business Associate access to Protected Health Information, which shall include electronic Protected Health Information ("PHI"), that Business Associate will use to fulfill its contractual obligations to Covered Entity; and

WHEREAS, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") specifically the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the statutes implementing regulations to maintain the privacy and security of PHI and the parties intend this Agreement to satisfy those obligations including, without limitation, the requirements of 45 CFR 164.504(e).

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties agree as follows:

## AGREEMENT

### I. DEFINITIONS

a) "Administrative Safeguards" shall mean the administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of Covered Entity's workforce in relation to the protection of that PHI.

b) "Business Associate" shall have the same meaning as the term "Business Associate" as defined in 45 CFR 160.103.

c) "Covered Entity" shall mean the health care provider, individual or entity named above.

d) "Data Aggregation Services" shall mean, with respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the protected health information received by the Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities, as defined in 45 CFR § 164.501 and as such term may be amended from time to time in this cited regulation.

e) "Designated Record Set" shall mean a group of records maintained by or for Covered Entity that consists of the following: (a) medical records and billing records about Individuals maintained by or for a health care provider; (b) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used in whole or in part, by or for Covered Entity to make decisions about Individuals. For these purposes, the term "record" means any item, collection, or group of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

f) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the HITECH (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.

g) "Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

h) "Physical Safeguards" shall mean the physical measures, policies and procedures to protect Covered Entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.

i) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

j) "Protected Health Information" and/or "PHI" shall have the same meaning as the term "protected health information" as defined in 45 CFR 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

k) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

l) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

m) "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

n) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.

o) "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect PHI and control access to it.

p) "Underlying Agreement" means the written contract for services between Covered Entity and Business Associate generally described on this Provider Participation Agreement.

q) Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule, or HITECH or any future regulations promulgated or guidance issued by the Secretary.

## II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a) Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

b) Safeguards to be in Place. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Additionally, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.

c) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Privacy Rule and to communicate in writing, such procedures to Covered Entity.

d) Business Associate's Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including implementation of reasonable and appropriate safeguards to protect PHI.

e) Duty to Provide Access. To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to the PHI in the Designated Record Set to Covered Entity or, as directed by Covered Entity, to the Individual, in order to meet the requirements under 45 CFR 164.524. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including, but not limited to, resolution of all appeals and/or complaints arising therefrom.

f) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and within a reasonable time and manner.

g) Duty to Make Internal Practices Available. Business Associate agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

h) Documenting Disclosures/Accounting. Business Associate agrees to document any disclosures of PHI and information in its possession related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity information collected in accordance with Section II(h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

i) Reporting Disclosures to Covered Entity. In addition to the duty to mitigate under Section II(c), Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or the Privacy Rule of which it or its officers, employees, agents or subcontractors become aware, including any Security Incident of which it becomes aware, as soon as practicable but no longer than three (3) business days after the discovery of such disclosure. Notwithstanding the foregoing, Covered Entity agrees that this Agreement shall constitute notice and reporting by Business Associate to Covered Entity of unsuccessful Security Incidents, which are not reasonably considered by Business Associate to constitute an actual threat to an information system of Business Associate.

j) Notification of Breach. Business Associate shall notify Covered Entity within three (3) business days after it, or any of its employees or agents, reasonably suspects that a breach of unsecured PHI as defined by 45 CFR 164.402 may have occurred. Business Associate shall exercise reasonable diligence to become aware of whether a breach of unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 CFR 164.410 in making the required notification to Covered Entity. Business Associate shall cooperate with Covered Entity in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 CFR 164.400 et seq., including continuously providing the Covered Entity with additional information related to the suspected breach as it becomes available. In the event that Covered Entity informs Business Associate that (i) Covered Entity has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in the best position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 CFR 164.404(b), (2) in a form and containing such information reasonably requested by Covered Entity, (3) containing the content specified in 45 CFR 164.404(c), and (4) using the method(s) prescribed by 45 CFR 164.404(d). In

addition, in the event that Covered Entity indicates to Business Associate that Covered Entity will make the required notification, Business Associate shall promptly take all other actions reasonably requested by Covered Entity related to the obligation to provide a notification of a breach of unsecured PHI under 45 CFR 164.400 et seq. Business Associate shall indemnify and hold Covered Entity harmless from all liability, costs, expenses, claims or other damages that Covered Entity, its related corporations, or any of its or their directors, officers, agents, or employees, may sustain as a result of a Business Associate's breach of its obligations under this Section.

## III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the purposes set forth in III(b), if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity.

b) Specific Use and Disclosure Provisions.

1. Business Associate may use and disclose PHI to perform services for Covered Entity, including specific services, as set out in the Underlying Agreement, and any additional services necessary to carry out those specific services in the Underlying Agreement.

2. Business Associate may use PHI in its possession for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

3. Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4. Business Associate may de-identify any and all PHI in its possession obtained from Covered Entity with Covered Entity's prior written consent, and use such de-identified data, in accordance with all de-identification requirements of the Privacy Rule.

5. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1). Covered Entity shall be furnished with a copy of all correspondence sent by Business Associate to a federal or state authority.

6. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity.

7. Any use or disclosure of PHI by Business Associate shall be in accordance with the minimum necessary policies and procedures of Covered Entity and the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement and the Underlying Agreement.

## IV. OBLIGATIONS OF COVERED ENTITY

a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b) Covered Entity shall notify Business Associate in a timely manner of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such change may affect Business Associate's permitted or required use or disclosure of PHI.

c) Covered Entity shall notify Business Associate in a timely manner of any restriction to the use and/or disclosure of PHI, which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## V. TERMINATION

a) Term. The term of this Agreement shall be effective as of the Effective Date and shall terminate upon termination of the Underlying Agreement and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions of Section (V)(c)(2).

b) Termination for Cause. Upon either party's knowledge of a material breach by the other party, such party shall either:

1. Provide an opportunity for the breaching party to cure the breach, end the violation, or terminate this Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days;

2. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

c) Effect of Termination.

1. Except as provided in paragraph V(c)(2) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification in writing of the conditions that make return or destruction infeasible. Upon verification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

d) Judicial or Administrative Proceedings. Notwithstanding any other provision herein, Covered Entity may terminate the applicable Underlying Agreement, effective immediately, upon a finding or stipulation that Business Associate violated any applicable standard or requirement of the Privacy Rule or the Security Rule or any other applicable laws related to the security or privacy of PHI, relating to the Underlying Agreement, in any criminal, administrative or civil proceeding in which the Business Associate is a named party.

## VI. MISCELLANEOUS

a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended and for which compliance is required.

b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties, except as set forth in Section VI(l) below.

c) Indemnification. Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Covered Entity incurs arising from a violation by Business Associate of its obligations hereunder. Covered Entity shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by Covered Entity of its obligations hereunder.

d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

e) Interpretation. Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the ARRA.

f) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and its respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

g) Notices. Any notices to be given to either party under this Agreement shall be made in writing and delivered via US mail or express courier to the address given below, and/or via facsimile to the facsimile number listed below.

If to Business Associate: First Call Technologies, LLC

9091 State Line Rd

Kansas City, MO 64114

If to Covered Entity: Forsyth County, Georgia

110 E. Main Street, Suite 210,

Cumming, GA 30040

h) Headings. The section headings are for convenience only and shall not be construed to define, modify, expand, or limit the terms and provisions of this Agreement.

i) Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Missouri, without giving effect to its conflict of law provisions.

j) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

k) Effect on Underlying Agreement. If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

l) Modification. The parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by Covered Entity.

In the event that a federal or state law, statute, regulation, regulatory interpretation or court/agency determination materially affects this Agreement, as is solely determined by Covered Entity, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the Covered Entity, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.

## VII. OBLIGATIONS OF BUSINESS ASSOCIATE PURSUANT TO HITECH

a) Access to PHI in an Electronic Format. If Business Associate uses or maintains PHI in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request. If an individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform the Covered Entity in writing of such request.

b) Prohibition on Marketing Activities. Business Associate shall not engage in any marketing activities or communications with any individual unless such marketing activities or communications are allowed by the terms of the Underlying Agreement and are made in accordance with HITECH or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities should be in accordance with HITECH or any future regulations promulgated thereunder.

c) Application of the Security Rule to Business Associate. Business Associate shall abide by the provisions of the Security Rule and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall:

(i) Adopt written policies and procedures to implement the same administrative, physical, and technical safeguards required of the Covered Entity; and

(ii) Abide by the most current guidance on the most effective and appropriate technical safeguards as issued by the Secretary.

If Business Associate violates the Security Rule, it acknowledges that it is directly subject to civil and criminal penalties.

## VIII. OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE FEBRUARY 17, 2011

Beginning effective February 17, 2011, Business Associate shall not receive any remuneration, directly or indirectly, in exchange for any PHI, unless so allowed by the terms of the Underlying Agreement and in accordance with HITECH and any future regulations promulgated thereunder.

## IX. ENFORCEMENT

Business Associate acknowledges that, in the event it violates any applicable provision of the Security Rule or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from such violation.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date reflected above.

| | |
|---|---|
| ON BEHALF OF<br>FORSYTH COUNTY, GEORGIA<br>(COVERED ENTITY): | ON BEHALF OF<br>FIRST CALL TECHNOLOGIES, LLC<br>(BUSINESS ASSOCIATE): |
| _____<br>Signature | _____<br>Signature |
| _____<br>Alfred John, Chairman | Dale Gray, CEO<br>Printed Name and Title |
| _____<br>Date | _____<br>Date |

Attest: _____
Rhonda Hansard, County Clerk

[COUNTY SEAL]

**A RESOLUTION**
**BY**
**THE BOARD OF COMMISSIONERS**
**OF**
**FORSYTH COUNTY, GEORGIA**

WHEREAS, the Forsyth County Board of Commissioners is the governing authority of Forsyth County, Georgia;

WHEREAS, the Forsyth County Board of Commissioners is charged to establish a budget for the offices, departments and agencies that comprise Forsyth County government as outlined in O.C.G.A. § 36-81-1, et.seq.;

WHEREAS, the offices, departments and agencies listed in Exhibit A request approval by the Forsyth County Board of Commissioners to amend the adopted operating budget for Forsyth County for the year 2025;

WHEREAS, these requests are for non-budgeted items, and therefore a budget resolution amending the fiscal year 2025 budget to reflect an increase in revenue and expense as reflected in Exhibit A is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners does hereby amend the fiscal year 2025 budget to reflect the revenue and expenses as set forth in Exhibit A.

This_____day of _____ 2025.

FORSYTH COUNTY BOARD OF COMMISSIONERS

_____
Alfred John, Chair

_____
Kerry Hill, Vice Chair

_____
Laura Semanson, Secretary

_____
Todd Levent, Member

_____
Mendy Moore, Member

ATTEST:

_____
Clerk to the Board

*For an approved Resolution of the Board of Commissioners, all Board members execute the Resolution irrespective of whether a particular member was in attendance for the vote or whether that particular member voted against the action*

**EXHIBIT A**

First Call Technologies for our Social Services Software for Senior Services Department.

| | | | |
|---|---|---|---|
| 10044520/522260 | Maint/Agree Software License | $14,600.00 | Increase |
| 10095001/591000 | Reserve for Contingency | $14,600.00 | Decrease |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Steve Ratzlaff |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of a Sole Source Purchase from Southern Environmental Systems, LLC in the amount of $334,864.80 for Cal-X Odor Control Chemicals, Specialized Dosing Equipment, and Technical Services at ten (10) lift stations for calendar year 2025 - Deputy Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Repair & Maintenance Sewer System | $334,864.80 | $1,595,000.00 | 50533410.522243 |

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: NO

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 1/6/2025 |
| Scott Adams, Water & Sewer | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| Barry Lucas, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

December 5, 2024

**Southern Environmental Systems, LLC**

Southern Environmental Systems, LLC
PO Box 1674
Fort Mill, SC 29716

Jeremy Haltiwanger, Owner
Southern Environmental Systems
E-mail: jeremyh@southernenvironmentalsystems.com
Phone: (803)924-4323
www.southernenvironmentalsystems.com

**Quote for FY 2025 Forsyth County, Ga for Cal-x Product and equipment**

*Price quote for odor control includes Cal-x Plus odor control product, equipment, servicing and testing. Pricing does not include taxes.*

**Price Quote for Odor Control Product and equipment**

| Monthly Consumption | Description | Price per gallon | Extended Monthly Price |
|---|---|---|---|
| 243 gallons | Cal-x Plus odor control product for Amenity– dosing an average of ~8 gallons per day. | $2.96 | $719.28 |
| 456 gallons | Cal-x Plus odor control product for Long Street– dosing an average of ~15 gallons per day. | $2.96 | $1,349.76 |
| 1,065 gallons | Cal-x Plus odor control product for Newton– dosing an average of ~35 gallons per day. | $2.96 | $3,152.40 |
| 913 gallons | Cal-x Plus odor control product for Post Road– dosing an average of ~30 gallons per day. | $2.96 | $2,702.48 |
| 456 gallons | Cal-x Plus odor control product for Woodbury– dosing an average of ~15 gallons per day. | $2.96 | $1,349.76 |
| 456 gallons | Cal-x Plus odor control product for Old Federal– dosing an average of ~15 gallons per day. | $2.96 | $1,349.76 |
| 2,433 gallons | Cal-x Plus odor control product for Lower Setting Down– dosing an average of ~80 gallons per day. | $2.96 | $7,201.68 |

| | | | |
|---|---|---|---|
| 608 gallons | Cal-x Plus odor control product for Lake Haven– dosing an average of ~20 gallons per day. | $2.96 | $1,799.68 |
| 608 gallons | Cal-x Plus odor control product for Franklin Gold Mine– dosing an average of ~20 gallons per day. | $2.96 | $1,799.68 |
| 304 gallons | Cal-x Plus odor control product for Champions Run– dosing an average of ~10 gallons per day. | $2.96 | $899.84 |
| 1,885 gallons | Variance – includes amounts based on full truck load deliveries, dosing adjustments, etc. Daily flow is changing rapidly due to construction. | $2.96 | $5,581.08 |
| | | Monthly Total | $27,905.40 |

**Quote valid for 30 days and is in total.*

**Prepared by Jeremy Haltiwanger, Owner*

*^Does not include any new stations added. Additional dosing adjustments over the estimated amount will be additional charges.*

** Dosing rates are estimated to eliminate $H_2S$. Testing will be conducted to ensure dosing rates are appropriate and overfeeding does not occur.*

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Bridgett Milam-Crooks |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Water & Sewer Dept) at 514 West Maple Street, Bldg 800, Cumming, GA. - Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES
Reviewed by: Joshua Jones
Comments:
**Comments by Legal:** Approved

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Bridgett Milam-Crooks, Public Facilities | Created/Initiated - 1/6/2025 |
| Dan Callahan, Public Facilities | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), is made this 3 day of January, 2025, by and between **WEST MAPLE, LLC**, a Georgia limited liability company having its principal office located at 1420 Oakland Road, Lawrenceville, Georgia 30044 (hereinafter called "Landlord"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "Tenant," or "County"), hereinafter Landlord and Tenant may be collectively referred to as the "Parties."

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated July 11, 2019 (the "Lease") incorporated herein by reference, for the leasing of approximately 6,600 square feet of usable office space ("Premises") located at 514 West Maple Street, Building 800, Cumming, Georgia 30040, at West Maple Office Park ("Building); and

**WHEREAS**, the Lease was amended by that certain Amendment to Lease Agreement dated February 11, 2020 (the "First Amendment"); and

**WHEREAS**, the parties desire to amend the Lease to modify the term of the Agreement and monthly rent amount.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree to amend the Lease as follows:

1. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. The Lease is amended by deleting Section 2 in its entirety and replacing with the following new Section 2:

> "2. **Term**. Subject to and upon the conditions set forth herein, and pursuant to O.C.G.A. § 36-60-13, the current Lease naturally expiring on December 31, 2024, shall be renewed upon execution of this Second Amendment by the Parties herein, and as amended, the Lease shall commence on January 1, 2025, and shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2026, and, absent Tenant providing to Landlord at least sixty (60) days' written notice of non-renewal prior to December 31, 2025, the Lease shall automatically renew for one (1) year renewal term, commencing on January 1, 2026, and automatically terminating on December 31, 2026, upon the same terms and conditions as provided for in this Lease, unless previously terminated as provided for herein. Nothing in this Lease shall be construed as binding on any future governing authority of Forsyth County so as to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Para. I of the Constitution of Georgia of 1983. Notwithstanding anything to the contrary or in conflict herein, the County's governing authority may unilaterally terminate this Lease on or before July 1st of each year. If this Lease is terminated by any means as set forth in this paragraph, Landlord will be exclusively limited to receiving only the compensation for the time the Tenant occupies the Premises. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Landlord until fully paid for by the Tenant."

**IN WITNESS WHEREOF**, the parties have read and understood the terms of this Second Amendment and do hereby agree to such terms effective as of the date set forth above.

**LANDLORD:**

**West Maple, LLC**

By: Sabrina T. S Balkcom

Name: Sabrina Taylor Balkcom

Title: Manager

**BROKER:**

**Powell Property Group, Inc.**

By: Scott Hanlon

Name: Scott Hanlon, Associated Broker

**TENANT:**

**Forsyth County, Georgia**

By: _____
Alfred John, Chairman

**ATTEST:**

By: _____
_____, County Clerk

(COUNTY SEAL)

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Procurement | **Submitted by:** | Adrian Casey, Procurement Director |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | David McKee |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board acceptance of the Elected Official P-Card Agreement for new County Commissioner Mendy Moore with acceptance of the Purchasing Card and Credit Card User Agreement - County Manager

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**:

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **County Manager Approval**

**Approval List:**

| | |
|---|---|
| Adrian Casey, Procurement | Created/Initiated - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

## Purchasing Card and Credit Card User Agreement

This Purchasing Card and Credit Card User Agreement is between the Board of Commissioners of Forsyth County (hereinafter "County") and Mendy Moore (hereinafter "Elected Official"), an elected official of Forsyth County for use of Forsyth County Purchasing and Credit Card (hereinafter "card"), issued by Bank of America (hereinafter "Bank"), in accordance with O.C.G.A. § 36-80-24(c)(2).

In exchange for the privilege of being issued a card for the purpose of purchasing goods and services directly related to the public duties of the authorized elected official of the County, Elected Official agrees as follows:

### I. Authorized and Unauthorized Use.

a. Elected Official agrees to use the card for goods and services directly related to Elected Official's public duties, except for the following
   - i. Goods or services not directly related to job responsibilities or other official Forsyth County business (i.e. personal purchases).
   - i. Data plans, software, or applications (apps) for county and non- county issued devices, including, but not limited to, smart phones, laptop computers, and tablets.
   - ii. Memberships at wholesale warehouses and shopping clubs (e.g. Sam's, Costco, Amazon Prime)
   - iii. Cash advances
   - iv. Gift cards, stored value cards, calling cards, and similar products.
   - v. Employee travel expenses related to lodging, transportation, and meals, Certain Agencies may request an exception to this requirement in the event of a declared emergency.
   - vi. Entertainment (e.g. in-room movies for County employees traveling on business).
   - vii. Alcoholic beverages
   - viii. Tobacco products
   - ix. Fuel, mechanical repairs, and maintenance for State-owned or rental vehicles This restriction does not apply to auto parts for in-house use (e.g. County operated repair shops)
   - x. Hazardous or radioactive material
   - xi. Services or items provided by in-house departments, such as administrative or computing
   - xii. Telecommunication equipment of any type/value, i.e. telephones, fax machines
   - xiii. Firearms or explosives
   - xiv. Rental of Equipment
   - xv. Printing
   - xvi. Flowers
   - xvii. Furniture

b. Elected Official agrees to use the card for the purchase of goods and services authorized by the budget adopted by the Board of Commissioners.

c. Elected Official shall not use the card for personal use or any use other than goods and service directly related to the official responsibilities of Elected Official.

d. Elected Official shall not exceed the following transaction limit for the card $2,300.00.

e. Elected Official shall not subdivide a purchase in an effort to circumvent the transaction limit for the card.

f. Elected Official shall not request or receive cash from suppliers or vendors as a result of exchanges or returns. All refunds or exchanges must be credited to the card account.

II. **Obligations of Elected Official.** Elected Official agrees to use the card in accordance with the terms and conditions of this Agreement, the Forsyth County Purchasing Card and Credit Card Policy ("Policy"), incorporated herein by reference, as it may be amended from time to time, and any procedures developed in relation to the use of the card.

a. Elected Official agrees to cooperate with the Card Administrator in relation to the use of the card, including participation in training, submission of receipts and documentation, notification of lost or stolen cards, etc.

b. Elected Official shall comply with the County's budget, procurement policies and procedures when making purchases with the card.

c. Elected Official shall notify the Card Administrator, if Elected Official's name or contact information changes, within thirty days of such change

d. Elected Official shall protect the card at all times to prevent unauthorized use.

e. Elected Official shall immediately notify the Bank and Card Administrator if the card is lost or stolen.

f. Elected Official shall surrender the card immediately upon request, expiration, resignation or removal from office.

g. Elected Official acknowledges that he or she is the only individual authorized to use the card.

h. Elected Official acknowledges that purchases by the County are exempt from Georgia sales tax. Elected Official shall provide any supplier or vendor with the County's tax exempt number (58-6000828).

III. **Term.** This agreement shall be for effective for a period of one (1)calendar year effective the _____ day of _____, 201_. Provided the Elected Official remains eligible for a county issued card, this agreement may be renewed for successive terms. Either party may terminate the agreement with five (5) days written notice. Upon termination of this agreement for any reason, the card shall be promptly returned to the Card Administrator. Elected Official's obligations pursuant to this agreement shall survive the termination of this agreement.

FORSYTH COUNTY:

_____

Chairman

DATE:

ELECTED OFFICIAL:

Wendy Moore

Title

DATE: 1/6/25

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Bridgett Milam-Crooks |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Public Facilities Dept) at 514 West Maple Street, Suite 1201, Cumming, GA, in the amount of $15,000.00 for January through December of 2025 - Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: YES
Reviewed by: Joshua Jones
Comments:
**Comments by Legal:** Approved

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Bridgett Milam-Crooks, Public Facilities | Created/Initiated - 1/6/2025 |
| Dan Callahan, Public Facilities | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), is made this 3 day of January, 2025, by and between **WEST MAPLE, LLC**, a Georgia limited liability company having its principal office located at 1420 Oakland Road, Lawrenceville, Georgia 30044 (hereinafter called "Landlord"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "Tenant," or "County"), hereinafter Landlord and Tenant may be collectively referred to as the "Parties."

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated November 6, 2018 (the "Lease") incorporated herein by reference, for the leasing of approximately 1,100 square feet of usable office space in Suite 1201 ("Premises") located at 514 West Maple Street, Cumming, Georgia 30040, at West Maple Office Park ("Building); and

**WHEREAS**, the Lease was amended by that certain First Amendment to Lease Agreement dated November 23, 2021 (the "First Amendment"); and

**WHEREAS**, the parties desire to amend the Lease to modify the term of the Agreement and monthly rent amount.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree to amend the Lease as follows:

1. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. The Lease is amended by deleting Section 2 in its entirety and replacing with the following new Section 2:

> "2. **Term**. Subject to and upon the conditions set forth herein, and pursuant to O.C.G.A. § 36-60-13, the current Lease naturally expiring on December 31, 2024, shall be renewed upon execution of this Second Amendment by the Parties herein, and as amended, the Lease shall commence on January 1, 2025, and shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2026, and, absent Tenant providing to Landlord at least sixty (60) days' written notice of non-renewal prior to December 31, 2025, the Lease shall automatically renew for one (1) year renewal term, commencing on January 1, 2026, and automatically terminating on December 31, 2026, upon the same terms and conditions as provided for in this Lease, unless previously terminated as provided for herein. Nothing in this Lease shall be construed as binding on any future governing authority of Forsyth County so as to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Para. I of the Constitution of Georgia of 1983. Notwithstanding anything to the contrary or in conflict herein, the County's governing authority may unilaterally terminate this Lease on or before July 1st of each year. If this Lease is terminated by any means as set forth in this paragraph, Landlord will be exclusively limited to receiving only the compensation for the time the Tenant occupies the Premises. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Landlord until fully paid for by the Tenant."

**IN WITNESS WHEREOF**, the parties have read and understood the terms of this Second Amendment and do hereby agree to such terms effective as of the date set forth above.

**LANDLORD:**

**West Maple, LLC**

By: Sabrina T. Balkcom

Name: Sabrina Taylor Balkcom

Title: Manager

**BROKER:**

**Powell Property Group, Inc.**

By: Scott Hanlon

Name: Scott Hanlon, Associated Broker

**TENANT:**

**Forsyth County, Georgia**

By: _____
Alfred John, Chairman

**ATTEST:**

By: _____
_____, County Clerk

(COUNTY SEAL)

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Bridgett Milam-Crooks |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Building and Licensing) at 514 West Maple Street, Suites 301 and 302, Cumming, GA, in the amount of $39,528.00 for January through December of 2025 - Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: YES
Reviewed by: Joshua Jones
Comments:
**Comments by Legal:** Approved

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Bridgett Milam-Crooks, Public Facilities | Created/Initiated - 1/6/2025 |
| Dan Callahan, Public Facilities | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), is made this 3 day of January, 2025, by and between **WEST MAPLE, LLC**, a Georgia limited liability company having its principal office located at 1420 Oakland Road, Lawrenceville, Georgia 30044 (hereinafter called "Landlord"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "Tenant," or "County"), hereinafter Landlord and Tenant may be collectively referred to as the "Parties."

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated July 11, 2019 (the "Lease") incorporated herein by reference, for the leasing of approximately 2,200 square feet of usable office space in Suites 301 and 302 ("Premises") located at 514 West Maple Street, Building 300, Cumming, Georgia 30040, at West Maple Office Park ("Building); and

**WHEREAS**, the Lease was amended by that certain Amendment to Lease Agreement dated February 11, 2020 (the "First Amendment"); and

**WHEREAS**, the Parties desire to amend the Lease to modify the term of the Agreement and monthly rent amount as set forth below;

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree to amend the Lease as follows:

1. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. The Lease is amended by deleting Section 2 in its entirety and replacing with the following new Section 2:

> "2. **Term**. Subject to and upon the conditions set forth herein, and pursuant to O.C.G.A. § 36-60-13, the current Lease naturally expiring on December 31, 2024, shall be renewed upon execution of this Second Amendment by the Parties herein, and as amended, the Lease shall commence on January 1, 2025, and shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2026, and, absent Tenant providing to Landlord at least sixty (60) days' written notice of non-renewal prior to December 31, 2025, the Lease shall automatically renew for one (1) year renewal term, commencing on January 1, 2026, and automatically terminating on December 31, 2026, upon the same terms and conditions as provided for in this Lease, unless previously terminated as provided for herein. Nothing in this Lease shall be construed as binding on any future governing authority of Forsyth County so as to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Para. I of the Constitution of Georgia of 1983. Notwithstanding anything to the contrary or in conflict herein, the County's governing authority may unilaterally terminate this Lease on or before July 1st of each year. If this Lease is terminated by any means as set forth in this paragraph, Landlord will be exclusively limited to receiving only the compensation for the time the Tenant occupies the Premises. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Landlord until fully paid for by the Tenant."

**IN WITNESS WHEREOF**, the Parties have read and understood the terms of this Second Amendment and do hereby agree to such terms effective as of the date set forth above.

**LANDLORD:**

**West Maple, LLC**

By: _____

Name: Sabrina Taylor Balkcom

Title: _____

**BROKER:**

**Powell Property Group, Inc.**

By: _____

Name: Scott Hanlon, Associated Broker

**TENANT:**

**Forsyth County, Georgia**

By: _____
Alfred John, Chairman

**ATTEST:**

By: _____
_____, County Clerk

(COUNTY SEAL)

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Bridgett Milam-Crooks |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (Employment Services) at 514 West Maple Street, Suites 303 and 304, Cumming, GA, in the amount of $39,528.00 for January through December of 2025 - Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: YES
Reviewed by: Joshua Jones
Comments:
**Comments by Legal:** Approved

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Bridgett Milam-Crooks, Public Facilities | Created/Initiated - 1/6/2025 |
| Dan Callahan, Public Facilities | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), is made this 3 day of January, 2025, by and between **WEST MAPLE, LLC**, a Georgia limited liability company having its principal office located at 1420 Oakland Road, Lawrenceville, Georgia 30044 (hereinafter called "Landlord"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "Tenant," or "County"), hereinafter Landlord and Tenant may be collectively referred to as the "Parties."

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated July 11, 2019 (the "Lease") incorporated herein by reference, for the leasing of approximately 2,200 square feet of usable office space in Suites 303 and 304 ("Premises") located at 514 West Maple Street, Building 300, Cumming, Georgia 30040, at West Maple Office Park ("Building); and

**WHEREAS**, the Lease was amended by that certain Amendment to Lease Agreement dated February 11, 2020 (the "First Amendment"); and

**WHEREAS**, the parties desire to amend the Lease to modify the term of the Agreement and monthly rent amount.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree to amend the Lease as follows:

1. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. The Lease is amended by deleting Section 2 in its entirety and replacing with the following new Section 2:

> "2. **Term**. Subject to and upon the conditions set forth herein, and pursuant to O.C.G.A. § 36-60-13, the current Lease naturally expiring on December 31, 2024, shall be renewed upon execution of this Second Amendment by the Parties herein, and as amended, the Lease shall commence on January 1, 2025, and shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2026, and, absent Tenant providing to Landlord at least sixty (60) days' written notice of non-renewal prior to December 31, 2025, the Lease shall automatically renew for one (1) year renewal term, commencing on January 1, 2026, and automatically terminating on December 31, 2026, upon the same terms and conditions as provided for in this Lease, unless previously terminated as provided for herein. Nothing in this Lease shall be construed as binding on any future governing authority of Forsyth County so as to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Para. I of the Constitution of Georgia of 1983. Notwithstanding anything to the contrary or in conflict herein, the County's governing authority may unilaterally terminate this Lease on or before July 1st of each year. If this Lease is terminated by any means as set forth in this paragraph, Landlord will be exclusively limited to receiving only the compensation for the time the Tenant occupies the Premises. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Landlord until fully paid for by the Tenant."

**IN WITNESS WHEREOF**, the parties have read and understood the terms of this Second Amendment and do hereby agree to such terms effective as of the date set forth above.

**LANDLORD:**

**West Maple, LLC**

By: Sabrina T S Balkcom

Name: Sabrina Taylor Balkcom

Title: Manager

**BROKER:**

**Powell Property Group, Inc.**

By: Scott Hanlon

Name: Scott Hanlon, Associated Broker

**TENANT:**

**Forsyth County, Georgia**

By: _____
Alfred John, Chairman

**ATTEST:**

By: _____
_____, County Clerk

(COUNTY SEAL)

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Public Facilities | **Submitted by:** | Bridgett Milam-Crooks |
| **Date Submitted:** | 01/06/2025 | **Presenter:** | Dan Callahan |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Dan Callahan |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Second Amendment to Lease Agreement between West Maple, LLC and Forsyth County, Georgia for the lease of office space (formerly Health and Wellness Center) at 514 West Maple Street, Suites 305 and 306, Cumming, GA, in the amount of $54,828.00 for January through December of 2025 - Director, Department of Public Facilities

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: YES
Reviewed by: Joshua Jones
Comments:
**Comments by Legal:** Approved

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Bridgett Milam-Crooks, Public Facilities | Created/Initiated - 1/6/2025 |
| Dan Callahan, Public Facilities | Approved - 1/6/2025 |
| Adrian Casey, Procurement | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), is made this 3 day of January, 2025, by and between **WEST MAPLE, LLC**, a Georgia limited liability company having its principal office located at 1420 Oakland Road, Lawrenceville, Georgia 30044 (hereinafter called "Landlord"), and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called "Tenant," or "County"), hereinafter Landlord and Tenant may be collectively referred to as the "Parties."

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated July 11, 2019 (the "Lease") incorporated herein by reference, for the leasing of approximately 2,200 square feet of usable office space in Suites 305 and 306 ("Premises") located at 514 West Maple Street, Building 300, Cumming, Georgia 30040, at West Maple Office Park ("Building); and

**WHEREAS**, the Lease was amended by that certain Amendment to Lease Agreement dated February 11, 2020 (the "First Amendment"); and

**WHEREAS**, the Parties desire to amend the Lease to modify the term of the Agreement and monthly rent amount as set forth below;

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree to amend the Lease as follows:

1. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. The Lease is amended by deleting Section 2 in its entirety and replacing with the following new Section 2:

> "2. **Term**. Subject to and upon the conditions set forth herein, and pursuant to O.C.G.A. § 36-60-13, the current Lease naturally expiring on December 31, 2024, shall be renewed upon execution of this Second Amendment by the Parties herein, and as amended, the Lease shall commence on January 1, 2025, and shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2026, and, absent Tenant providing to Landlord at least sixty (60) days' written notice of non-renewal prior to December 31, 2025, the Lease shall automatically renew for one (1) year renewal term, commencing on January 1, 2026, and automatically terminating on December 31, 2026, upon the same terms and conditions as provided for in this Lease, unless previously terminated as provided for herein. Nothing in this Lease shall be construed as binding on any future governing authority of Forsyth County so as to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Para. I of the Constitution of Georgia of 1983. Notwithstanding anything to the contrary or in conflict herein, the County's governing authority may unilaterally terminate this Lease on or before July 1st of each year. If this Lease is terminated by any means as set forth in this paragraph, Landlord will be exclusively limited to receiving only the compensation for the time the Tenant occupies the Premises. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Landlord until fully paid for by the Tenant."

**IN WITNESS WHEREOF**, the Parties have read and understood the terms of this Second Amendment and do hereby agree to such terms effective as of the date set forth above.

**LANDLORD:**

**West Maple, LLC**

By: _____

Name: Sabrina Taylor Balkcom

Title: _____

**BROKER:**

**Powell Property Group, Inc.**

By: _____

Name: Scott Hanlon, Associated Broker

**TENANT:**

**Forsyth County, Georgia**

By: _____
Alfred John, Chairman

**ATTEST:**

By: _____
_____, County Clerk

(COUNTY SEAL)

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Finance | **Submitted by:** | Rebecca Whitmire, Finance Director |
| **Date Submitted:** | 11/22/2024 | **Presenter:** | Rebecca Whitmire |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Rebecca Whitmire |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of the 2025 Funding Agreement with Avita Community Partners - Director, Finance Department

**Recommended Action:**

**Accept**
**Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**:
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Rebecca Whitmire, Finance | Created/Initiated - 11/22/2024 |
| Rebecca Whitmire, Finance | Approved - 12/27/2024 |
| Rebecca Whitmire, Finance | Approved - 12/27/2024 |
| David McKee, Administration | Final Approval - 1/3/2025 |

# FY 2025 ANNUAL FUNDING AGREEMENT

**THIS FY 2025 ANNUAL FUNDING AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of January, 2025 ("**Effective Date**"), by and between **AVITA COMMUNITY PARTNERS,** a Georgia community service board ("**Avita**"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("**County**"), collectively, the "**Parties**".

**W I T N E S S E T H:**

**WHEREAS**, Avita is seeking funding from the County to supplement its budget in support of certain services and assistance as described in **Exhibit "A"**, attached hereto and incorporated herein (the **"Services"**), that Avita provides to individuals with serious, persistent mental illness, substance abuse, and developmental disabilities residing in Forsyth County; and

**WHEREAS**, Pursuant to O.C.G.A. § 37-2-6.1(b)(12), Avita may accept appropriations, facilities, equipment, and supplies from local governmental entities in the counties where Avita provides services; and

**WHEREAS,** County desires to provide supplemental funding to Avita to be used for the benefit of Forsyth County individuals as provided herein.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. **Maximum Funding Amount.** The maximum amount of funding County will provide to Avita under this Agreement for calendar year 2025 is $66,000.

2. **Expense Reimbursement.** Funding under this Agreement will be provided on an expense reimbursement basis. Only expenditures authorized by County hereunder are eligible for reimbursement. All such expenditures shall comply with applicable law and regulations, any applicable policies regarding the use of local county funds, and the terms and conditions of this Agreement. Avita shall submit monthly statements to County setting forth in detail the authorized expenditures made during the month for which Avita requests reimbursement. Avita agrees to provide additional supporting documentation as requested by County.

3. **Authorized Expenses.** Authorized expenses include the costs of providing the Services for the exclusive benefit of individuals residing in Forsyth County with serious, persistent mental illness, substance use, and developmental disabilities, based on the reimbursement amounts set forth in **Exhibit "B"**, attached hereto incorporated herein.

4. **Term of Agreement.** This Agreement governs funding provided by County during calendar year 2025. All funding provided for herein is contingent upon the continued

availability of County budgeted funds. County reserves the right to reduce or eliminate the funding hereunder.

5. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

6. **Records, Reports and Audits.**

a) Records

(i) Records shall be established and maintained by Avita in accordance with requirements prescribed by County with respect to all matters covered by this Agreement. Except as otherwise required, such records shall be maintained for a period of three years from the date that Avita receives funding from County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(ii) All reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible upon request by County.

b) Reports and Information

Upon request, Avita shall furnish to County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by County, provided that such disclosure is allowed pursuant to applicable law.

c) Audits and Inspections

At any time during normal business hours and as often as County may deem necessary, there shall be made available to County for examination all records with respect to all matters covered by this Agreement. Avita will permit County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and data relating to all matters covered by this Agreement.

7. **Compliance and Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations. This Agreement shall be governed by the laws of the State of Georgia.

8. **Notices.** All notices, requests, statements, or correspondence under this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (i) personally delivered; or (ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested; or (iii) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICES TO COUNTY AND MONTHLY STATEMENTS shall be sent to:

Rebecca Whitmire, Director of Finance
110 East Main Street, Suite 255
Cumming, Georgia 30040
rjwhitmire@forsythco.com

NOTICES TO AVITA shall be sent to:

Michael Foust
Chief Administrative Officer
4331 Thurmon Tanner Parkway
Flowery Branch, Georgia 30542
Michael.Foust@avitapartners.org

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Avita and County have executed this Agreement as of the Effective Date first written above.

**AVITA COMMUNITY PARTNERS:**

By: Cynthia L. Levi
Cynthia L. Levi
Chief Executive Officer

Attest: _____
Name: Michael A. Faust
Title: Chief Administrative Officer

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John
Chairman, Board of Commissioners

Attest: _____
County Clerk

[COUNTY SEAL]

## EXHIBIT "A"

Services to be provided by Avita:

Behavioral Health:

- Diagnostic Assessment
- Medication Management
- Nursing
- HIV early intervention
- Peer Support
- Individual Counseling
- Group Services
- Substance Use Counseling
- Supported Employment
- Community Support Individual Services
- Services for Autism Spectrum Disorder
- Crisis Stabilization Services
- Women's Treatment and Recovery Support Program
- Services for the Deaf or Hearing-Impaired Clients
- Emerging Adult Program for ages 16-26
- Development Disabilities Services
    - Community Access Services
    - Community Living Supports
    - Family Support Services
    - Respite Services
    - Host Family Services

## EXHIBIT "B"

**Reimbursement Amounts for Services**

**Outpatient Programs:**

Each activity provided by Avita Outpatient Services for the programs below will be invoiced at $11.00 per activity.

Adult BH Peer Services
Adult Case Management - MH
Adult Outpatient Services
Adult Substance Abuse
APEX Project - CMH
C & A Outpatient
C&A Substance Abuse
Med Maintenance - MH
Physician Services Adult - MH
Physician Services Adult - SA
Physician Services C and A – MH

**Behavioral Crisis Center Patients:**

Actual costs incurred by Avita that are not covered by the Department of Behavioral Health and Disabilities budget or Medicaid for Services provided to Forsyth County individuals will be invoiced to Forsyth County. Such costs may vary and shall be documented.

**Monthly rental of offices in Forsyth County:**

$1,750 per month

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Senior Services | **Submitted by:** | Nancy Smallwood, Grant Manager |
| **Date Submitted:** | 01/07/2025 | **Presenter:** | Anna Coppock |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Sharolyn Flemons |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board authorization to acceptance the award of the Thanks Mom and Dad Fund 2024-25 Senior Center Innovation and Modernization Grant in the amount of $2,000.00, with no required match, to purchase mobile training tables for the Senior Services Center located at Sexton Hall - Interim Assistant Manager, Department of Senior Services

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**:
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM TT Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Nancy Smallwood, Finance | Created/Initiated - 1/7/2025 |
| Sharolyn Flemons, Senior Services | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/8/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/8/2025 |
| David McKee, Administration | Final Approval - 1/14/2025 |

# FAQs
# Thanks Mom & Dad Fund
# 2024-25 Senior Center Innovation & Modernization RFP

**PLEASE NOTE: This grant cycle is limited to DAS-contracted Senior Centers pursuing innovative and sustainable projects/equipment. All applications are due by October 21, 2024 at 11:59pm.** Grants will be issued up to $2,000. This application is intended to be short, simple, and straightforward.

- The most frequently asked questions, or FAQs, are below. Answers to any new questions will be posted as received.
- Before preparing the proposal, please read all instructions and FAQs carefully.
- When you are finished with the proposal, please re-read and ask yourself if a stranger can understand what you need, why you need it, and how it helps older adults and/or caregivers.
- Please do not use valuable space to tell us what/stats we know- only provide information requested. (See New QUESTIONS at end of Document page 7)

Please note, some of these questions have been answered in the past and are in other sections of the FAQ. We ask that you please read the documents carefully.

***Q. We do not have a Board of Directors. Are we able to leave this blank or list our director?***
A. 501c3 organizations have Board of Directors; senior centers that are not 501c3 organizations are typically acting as units of government serving the public (the language you use in your letter of documentation from your county or regional commission for the grant. As such, counties or regional commissions typically have their own list of commissioners – so to speak, their type of board with oversight. You should attach the list appropriate for your organization. If you are under a government entity, submit their list.

***Q. As far as submitting a budget, would that be the overall budget for our agency or for the program requesting the funding?***
A. A budget is requested in two places on the application – one says ORGANIZATIONAL BUDGET and asks for one figure – it is the overall budget number for your overall budget for your agency – we don't request audits etc., just one figure to give the reader a sense of the size of your agency.
The second place you are asked for a budget, it says PROJECT BUDGET where you itemize the projected costs in your request.

***Q. Our program does not have an established budget. The program currently relies on in-kind donations and personal funding. We are seeking assistance with purchasing new items.***
A. Any items you seek in your proposal should be part of your project budget. You may already have quotes for items to be purchased or an estimation of costs but that becomes your project budget.

***Q. We want to create a program called the "Senior Boutique" where I supply seasonal clothing and blankets/jackets/etc. to the seniors. Many here are in need of seasonal clothing especially in the winter months that are coming. Would this qualify under the grant application of $2000***
A. If you are proposing a new program for seniors implemented by your center, or an enhancement to an existing program, or modernizations to your center, it qualifies if it meets the criteria outlined in the RFP document. We are unable to answer that question any further as all proposals are read and scored by a panel of readers/judges and those decisions are used to make final determinations.

***Q. We wanted to ask if the grant would pay for yoga class for the year or if it would be better to ask for plant boxes for us to start our garden center?***
A. Only you can determine what program you wish to propose. We are unable to answer that question any further as all proposals are read and scored by a panel of readers/judges and those decisions are used to make final determinations.

***Q. We are planning to assist another center starting a meal program for seniors but they don't have much of anything in games or supplies. Can they apply for the Thanks Mom and Dad Fund grant for those supplies they need to help with activities for those who attend that center?***
A. This RFP is BY INVITATION and is ONLY available to DHS-contracted senior centers. We cannot change or extend the invitation according to our contract with DHS.

***Q. Is the support letter supposed to be from the AAA or can it be from another organization we partner with?***
A. On the form, it specifically says AAA Letter of Support.

***Q. What exactly are you looking for in the section labeled Organizational Budget? It looks as if in that spot it is asking for only one number. Since the grant is for $2000 is that what we put there?***
A. A budget is requested in two places on the application – one says ORGANIZATIONAL BUDGET and asks for one figure – it is the overall budget number for your overall budget for your agency – we don't request audits etc., just one figure to give the reader a sense of the size of your agency.
The second place you are asked for a budget, it says PROJECT BUDGET where you itemize the projected costs in your request.
Outside of the budget sections, there is a place for how much money you are requesting - that box says AMOUNT REQUESTED and under the box it says maximum of $2,000. That is the area where you ask for what you need up to $2,000 total for grant.

<u>DEADLINE:</u>

***Q. At what time of day is the proposal due?***
A. Proposals are submitted online and applications will be date and time stamped by the computer when you submit. **All applications must be submitted electronically.** It must be submitted by 11:59 p.m. on the date specified. **No late entries are accepted as this creates an unfair advantage over other applicants.**

<u>ELIGIBILITY:</u>

***Q. What is the age requirement for clients served by the grant?***
A. For the purpose of this grant application, 60+ (60 years of age and above) is acceptable. Other criteria are found in the announcement and on the website. Age limit does not apply if the proposal involves extended hours of operation for community use or an intergenerational project.

<u>PASSWORD PROTECTED:</u>

***Q. Why do I need a password?***
A. This application is limited to DAS contracted senior centers by invitation only. Your invitation to apply and password should not be shared.

<u>CONTACT INFORMATION:</u>
***Q. The Executive Director signs the cover letter but the program administrator is typically the contact person. Whose name should be listed?***
A. You are asked to list the name of the Executive Director for official grant notifications and the person to be contacted if questions arise during review. In some cases, they are the same, however, it can be more than one person so 2 names are requested on the form. Please notify us immediately of any change of personnel or email addresses.

ORGANIZATION INFORMATION:

***Q. If there isn't enough room, can an attachment be submitted?***

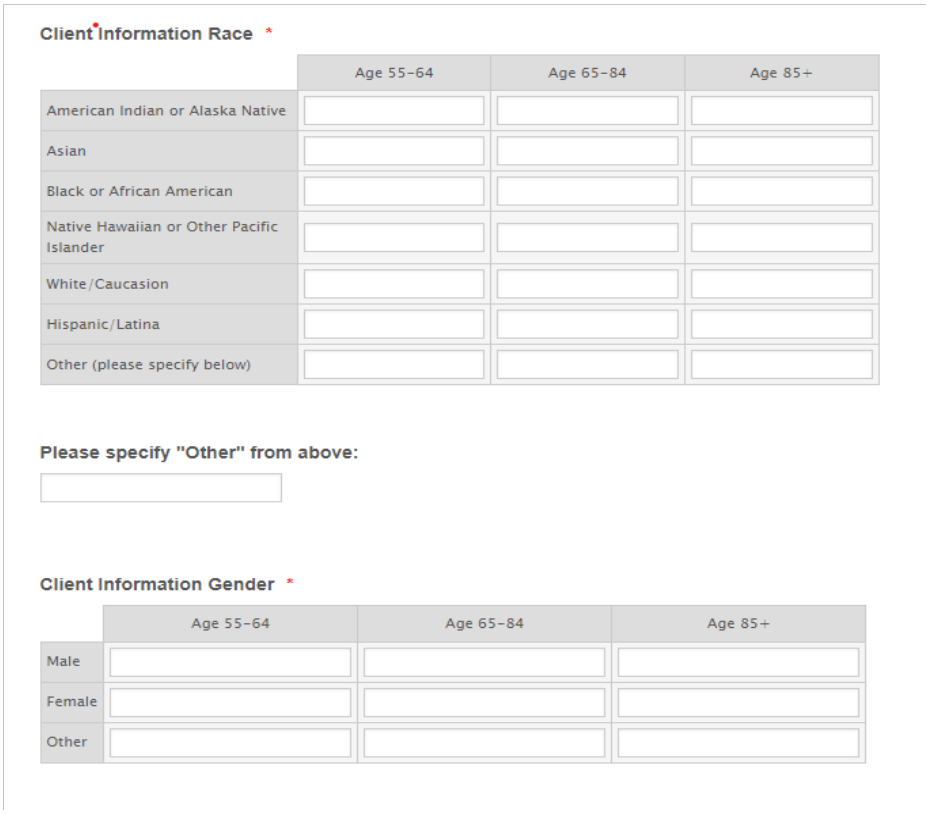
A. The information requested in this section is simply a snapshot of your organization with mission, local demographics, and description of the population and needs in your area. No lengthy descriptions are necessary. ***Each section includes a word limit. Please DO NOT use the full amount allowed UNLESS you absolutely need it.***

The goal is to acquaint the reviewers with **your** organization. This information has strict limitations and cannot be expanded.

CLIENT INFORMATION:

**Q. How do we fill out the client information section?**

A. You should report the number of clients for each category. See below for examples:



**Client Information Race** *

| | Age 55-64 | Age 65-84 | Age 85+ |
|---|---|---|---|
| American Indian or Alaska Native | | | |
| Asian | | | |
| Black or African American | | | |
| Native Hawaiian or Other Pacific Islander | | | |
| White/Caucasion | | | |
| Hispanic/Latina | | | |
| Other (please specify below) | | | |

**Please specify "Other" from above:**

**Client Information Gender** *

| | Age 55-64 | Age 65-84 | Age 85+ |
|---|---|---|---|
| Male | | | |
| Female | | | |
| Other | | | |

PROPOSAL NARRATIVE:

**This part carries the most WEIGHT for scoring your proposal. Please title it with your Senior Center Name and, if applicable, the project name.**

***Q. What if we go over the 2 page limit?***

A. You are LIMITED to two (2) pages.

- Please follow the topics outlined.
- No additional narrative beyond 2 pages is accepted.
- You may use the titles provided in the outline.

***If you follow the outline, your narrative will include the information needed to score it.***

***Q. What is the Proposal Narrative?***

A. The Proposal Narrative should include the following information:

- The Name of SENIOR CENTER
- The INNOVATION or MODERNIZATION (Describe the innovation the grant proposes)
- The STRATEGY (State specifically how the grant will address innovation, including projected outcomes)
- The PEOPLE (Describe the clients who are the focus of the proposal)
- The PARTNERS (List partners or other entities who are committed to this project/program)
- The GRANT (How the funds will actually be spent)
- The FUTURE (This grant does not provide future funding. Indicate plans to continue funding support if appropriate)

B. **Be sure to note the criteria outlined and described in detail in the Guidelines document covering Purpose, Capacity, Needs & Impact, Sustainability, Diversity and Budget.**

***If you follow the outline, your narrative will include the information needed to score it.***

**THE NARRATIVE IS:**

- The part that carries the most weight on scoring your application.
- Simple description of what you will do if awarded a grant.
- Limited to 2 pages
- This is where you tell your local story. You may include a unique or compelling need. *(Keep in mind that general aging issues and common aging demographics are already understood by reviewers, so you do not need to use your limited space for common statistics unless you are going to reveal something unique about your area.)*

***If you follow the outline, your narrative will include the information needed to score it.***

**THE NARRATIVE IS NOT:**

- Not a place to write common demographics. Reviewers have a sense of the problems, so don't waste the space.
- Not your mission statement.
- Not a description of your organization.

PROJECT CATEGORY:

***Q. Is this the same as the information in the narrative?***

A. This is an important yet short 1 to 5-word description of your project to help reviewers. It should be concise description such as “home-delivered meals”, “transportation”, “exercise equipment”, “outdoor gardens”, “kitchen upgrades and gardening”.

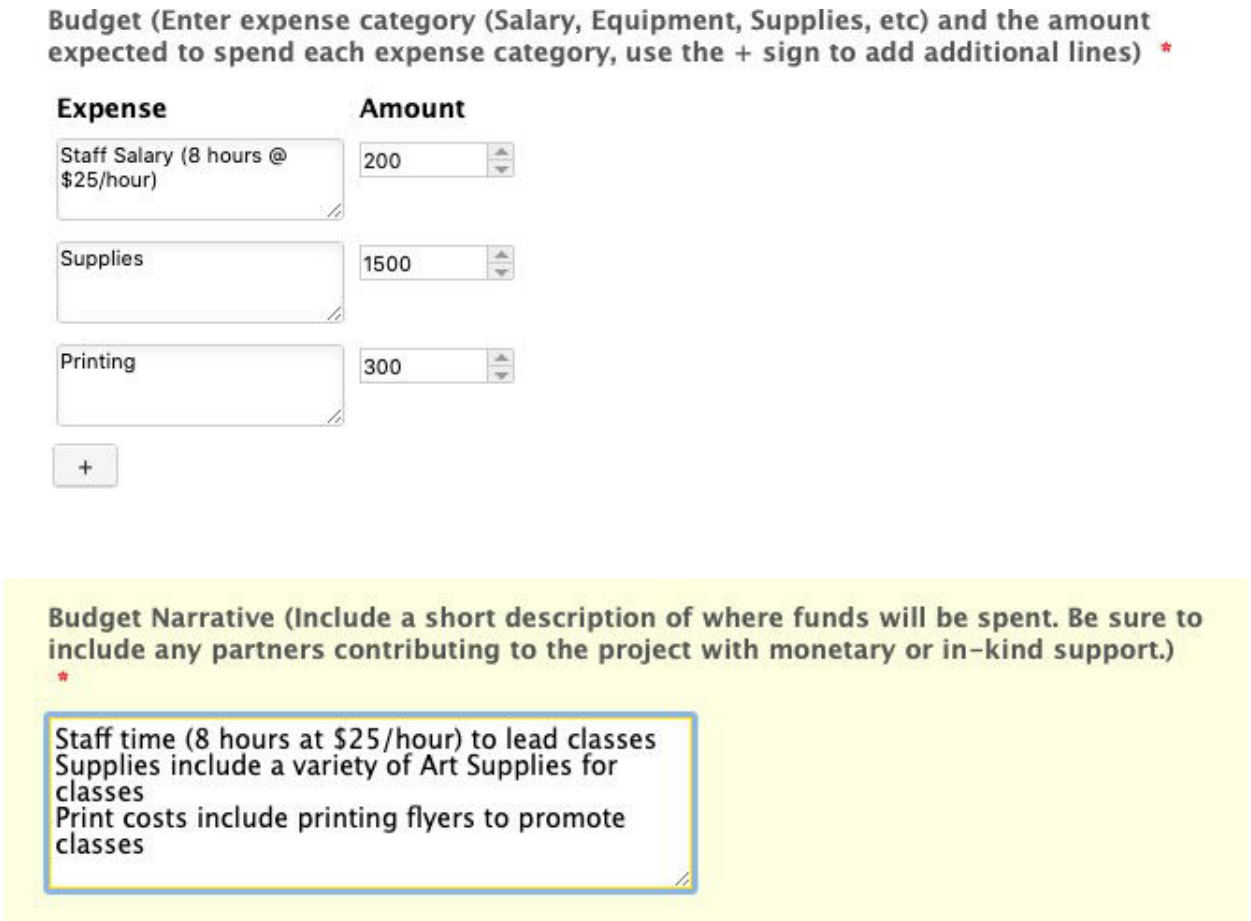
FINANCIAL INFO:

***Q. Do we need to submit copy of professional audits?***

A. NO. We request a proposed budget for the project you are pursuing. If your budget is larger than the grant limit of $2,000, indicate how the funds from this grant will be used as part of the overall project budget.

**Q. How do we fill out the budget section of the form?**

A. The budget section should be filled out as a line item budget for the specific project or program you are proposing. A sample is below:



QUESTIONS FROM CONFERENCE CALLS AND EMAILS:

***Q. What should be included in the Organization Budget?***

A. All that is required is the total annual budget figure.

***Q. Our proposal includes more than one senior center. What do we do?***

A. Submit an application for each center that plans to participate in your innovation work. Be sure to identify your project as a partnership and include your partnership in the description of your proposed work. For example, in the project narrative include the list of senior centers that are part of this partnership.

***Q. Can the Executive Director and Contact Person be the same person?***

A. Yes

***Q. What are the requirements for final reporting?***

A. Because of DHS reporting requirements, the timelines for reporting can be confusing. A final summary report is due May 27, 2025 and will be used in a final written report to DHS. Projects completed after this time have until December 1, 2025 to submit an updated or true final report which will also be provided to DHS. PLEASE NOTE: Thanks Mom & Dad Fund will provide grantees with a report form prior to the reporting deadlines.

***Q. Can grant funds be used for student scholarships for internships or conferences?***

A. No, this grant is for senior center modernization or program innovation.

***Q. I can't open get to the application form.***

A. We suggest trying a different browser.

***Q. May funds be used for a project like a new van for delivering meals or other activities?***

A. Yes, as in all requests, if you can articulate a compelling need, some examples could include a) if you have funding for a van and lack $2000 to complete the purchase, you may request funding toward your purchase as a center 'modernization'; b) If you need specialty equipment for your van for a new concept such as hybrid program delivery etc. or c) if funding is needed for a major repair that is keeping a fleet vehicle out of service with no other funding available.

***Q. My center is a 501(c)3 with its own board. Do we submit their names or the names of the county commissioners?***

A. Submit the names of the 501(c)3 board members for your center.

**Q. My center may want to offer a seminar/programming for people who find themselves in new life situations due to the death of a spouse, retirement, etc. Does this meet criteria?**

A. If the proposed program is new to your center and meets the age requirements for participants (60+), your application will be considered.

**Q. What is the deadline for submitting questions?**

A. The deadline for additional questions is Monday, October 21st. It will be time stamped by the online submission. Submit questions to director@thanksmomanddadfund.org. This document will be updated with all questions received by the deadline.

**Q. Does my center need matching funds to participate in this funding?**

A. No.

**Q. My center is working on a project with a budget that is larger than the $2,000 limit on this funding opportunity. Can we apply and use the funds towards the project?**

A. Yes. In the project budget (upload financial information) indicate where funds from this application will be used in the total project budget. You may indicate your partners in the narrative.

**Q. Can one center submit an application that includes more than one project if the total request is within the $2,000 limit?**

A. Yes.

**Q. How do I sign into the blank, fillable proposal form?**

A. Log in using the link and your password https://www.thanksmomanddadfund.org/center-innovation/

- In lower portion of Invitation/Announcement page and just prior to the Zoom info, you will see a sentence "After reviewing the PDFs…..complete and submit the 2024-25 Application Form." 2024-25 Application Form is a live link that you click to open the proposal form https://form.jotform.com/242665618653162 .

Q. **Could these funds be used for someone to do yardwork monthly to keep everything up to date or for a maintenance person to keep the facilities cleaned?**

A. NO, it does not fit definition of either modernization nor innovation.

Q. **What was mentioned during the Q&A session about 2-3 years planning?**

A. While there is no continuation funding promised, there are some centers that are planning 2-3 year improvements in yearly phases with a broader vision for the future. You can apply for one yearly phase of a long-term plan in your proposal.

Q. **Is organization budget only requested in one area?**

A. Yes, one figure. The other budget questions are specific to your senior center budget.

**Q. Is Mission Statement text box limited to 100 characters and is the narrative 2 pages or limited?**

A. Yes, several boxes have limits on characters noted on the lower right corner of the box. However, the Narrative is a 2-page Word Document which you must upload.

**Q. How is the criteria different than the outline for the Proposal Narrative?**

It is not different but further describes and informs your narrative outline. We added Part B to the question on page 3 that reads:

A. **Be sure to note the criteria outlined and described in detail in the Guidelines document covering Purpose, Capacity, Needs & Impact, Sustainability, Diversity and Budget.**

**From:** director@thanksmomanddadfund.org <director@thanksmomanddadfund.org>
**Sent:** Monday, November 25, 2024 8:00 AM
**To:** Fleming, Courtney F. <CFFleming@forsythco.com>
**Cc:** director@thanksmomanddadfund.org
**Subject:** 2024-2025 DHS Modernization and Innovation Grant Recipient (Sexton Hall)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Congratulations, Courtney

Sexton Hall Enrichment Center has been selected as a recipient of this year's DHS Modernization and Innovation Grant! You will be receiving a check for $2,000 in support of the project described in your proposal. Checks will be mailed by the end of December.

Thank you for your efforts in identifying a program intended to serve the needs of the seniors in your community.

Congratulations again and we look forward to updates on the successful implementation of your program.

Best regards,

LaTasha Bond Williams | Interim Executive Director
Thanks Mom and Dad Fund

954-319-5644 | 404-410-6311

www.thanksmomanddadfund.org

Sign up for our quarterly newsletter.

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Senior Services | **Submitted by:** | Nancy Smallwood, Grant Manager |
| **Date Submitted:** | 01/07/2025 | **Presenter:** | Anna Coppock |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Sharolyn Flemons |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board authorization to accept the award of the Thanks Mom and Dad Fund 2024-25 Senior Center Innovation and Modernization Grant in the amount $2,000.00, with no required match, to purchase a new sound system and a fitness game for the Senior Services Center located at Central Park - Interim Assistant Manager, Department of Senior Services

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**:
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM TT Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Nancy Smallwood, Finance | Created/Initiated - 1/7/2025 |
| Sharolyn Flemons, Senior Services | Approved - 1/7/2025 |
| Rebecca Whitmire, Finance | Approved - 1/7/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/7/2025 |
| David McKee, Administration | Final Approval - 1/14/2025 |

# FAQs
# Thanks Mom & Dad Fund
# 2024-25 Senior Center Innovation & Modernization RFP

**PLEASE NOTE: This grant cycle is limited to DAS-contracted Senior Centers pursuing innovative and sustainable projects/equipment. All applications are due by October 21, 2024 at 11:59pm.** Grants will be issued up to $2,000. This application is intended to be short, simple, and straightforward.

- The most frequently asked questions, or FAQs, are below. Answers to any new questions will be posted as received.
- Before preparing the proposal, please read all instructions and FAQs carefully.
- When you are finished with the proposal, please re-read and ask yourself if a stranger can understand what you need, why you need it, and how it helps older adults and/or caregivers.
- Please do not use valuable space to tell us what/stats we know- only provide information requested. (See New QUESTIONS at end of Document page 7)

Please note, some of these questions have been answered in the past and are in other sections of the FAQ. We ask that you please read the documents carefully.

***Q. We do not have a Board of Directors. Are we able to leave this blank or list our director?***
A. 501c3 organizations have Board of Directors; senior centers that are not 501c3 organizations are typically acting as units of government serving the public (the language you use in your letter of documentation from your county or regional commission for the grant. As such, counties or regional commissions typically have their own list of commissioners – so to speak, their type of board with oversight. You should attach the list appropriate for your organization. If you are under a government entity, submit their list.

***Q. As far as submitting a budget, would that be the overall budget for our agency or for the program requesting the funding?***
A. A budget is requested in two places on the application – one says ORGANIZATIONAL BUDGET and asks for one figure – it is the overall budget number for your overall budget for your agency – we don't request audits etc., just one figure to give the reader a sense of the size of your agency.
The second place you are asked for a budget, it says PROJECT BUDGET where you itemize the projected costs in your request.

***Q. Our program does not have an established budget. The program currently relies on in-kind donations and personal funding. We are seeking assistance with purchasing new items.***
A. Any items you seek in your proposal should be part of your project budget. You may already have quotes for items to be purchased or an estimation of costs but that becomes your project budget.

***Q. We want to create a program called the "Senior Boutique" where I supply seasonal clothing and blankets/jackets/etc. to the seniors. Many here are in need of seasonal clothing especially in the winter months that are coming. Would this qualify under the grant application of $2000***
A. If you are proposing a new program for seniors implemented by your center, or an enhancement to an existing program, or modernizations to your center, it qualifies if it meets the criteria outlined in the RFP document. We are unable to answer that question any further as all proposals are read and scored by a panel of readers/judges and those decisions are used to make final determinations.

***Q. We wanted to ask if the grant would pay for yoga class for the year or if it would be better to ask for plant boxes for us to start our garden center?***
A. Only you can determine what program you wish to propose. We are unable to answer that question any further as all proposals are read and scored by a panel of readers/judges and those decisions are used to make final determinations.

***Q. We are planning to assist another center starting a meal program for seniors but they don't have much of anything in games or supplies. Can they apply for the Thanks Mom and Dad Fund grant for those supplies they need to help with activities for those who attend that center?***
A. This RFP is BY INVITATION and is ONLY available to DHS-contracted senior centers. We cannot change or extend the invitation according to our contract with DHS.

***Q. Is the support letter supposed to be from the AAA or can it be from another organization we partner with?***
A. On the form, it specifically says AAA Letter of Support.

***Q. What exactly are you looking for in the section labeled Organizational Budget? It looks as if in that spot it is asking for only one number. Since the grant is for $2000 is that what we put there?***
A. A budget is requested in two places on the application – one says ORGANIZATIONAL BUDGET and asks for one figure – it is the overall budget number for your overall budget for your agency – we don't request audits etc., just one figure to give the reader a sense of the size of your agency.
The second place you are asked for a budget, it says PROJECT BUDGET where you itemize the projected costs in your request.
Outside of the budget sections, there is a place for how much money you are requesting - that box says AMOUNT REQUESTED and under the box it says maximum of $2,000. That is the area where you ask for what you need up to $2,000 total for grant.

<u>DEADLINE:</u>

***Q. At what time of day is the proposal due?***
A. Proposals are submitted online and applications will be date and time stamped by the computer when you submit. **All applications must be submitted electronically.** It must be submitted by 11:59 p.m. on the date specified. **No late entries are accepted as this creates an unfair advantage over other applicants.**

<u>ELIGIBILITY:</u>

***Q. What is the age requirement for clients served by the grant?***
A. For the purpose of this grant application, 60+ (60 years of age and above) is acceptable. Other criteria are found in the announcement and on the website. Age limit does not apply if the proposal involves extended hours of operation for community use or an intergenerational project.

<u>PASSWORD PROTECTED:</u>

***Q. Why do I need a password?***
A. This application is limited to DAS contracted senior centers by invitation only. Your invitation to apply and password should not be shared.

<u>CONTACT INFORMATION:</u>
***Q. The Executive Director signs the cover letter but the program administrator is typically the contact person. Whose name should be listed?***
A. You are asked to list the name of the Executive Director for official grant notifications and the person to be contacted if questions arise during review. In some cases, they are the same, however, it can be more than one person so 2 names are requested on the form. Please notify us immediately of any change of personnel or email addresses.

ORGANIZATION INFORMATION:

***Q. If there isn't enough room, can an attachment be submitted?***

A. The information requested in this section is simply a snapshot of your organization with mission, local demographics, and description of the population and needs in your area. No lengthy descriptions are necessary. ***Each section includes a word limit. Please DO NOT use the full amount allowed UNLESS you absolutely need it.***

The goal is to acquaint the reviewers with **your** organization. This information has strict limitations and cannot be expanded.

CLIENT INFORMATION:

**Q. How do we fill out the client information section?**

A. You should report the number of clients for each category. See below for examples:

**Client Information Race** *

| | Age 55-64 | Age 65-84 | Age 85+ |
|---|---|---|---|
| American Indian or Alaska Native | | | |
| Asian | | | |
| Black or African American | | | |
| Native Hawaiian or Other Pacific Islander | | | |
| White/Caucasion | | | |
| Hispanic/Latina | | | |
| Other (please specify below) | | | |

**Please specify "Other" from above:**

**Client Information Gender** *

| | Age 55-64 | Age 65-84 | Age 85+ |
|---|---|---|---|
| Male | | | |
| Female | | | |
| Other | | | |

PROPOSAL NARRATIVE:

**This part carries the most WEIGHT for scoring your proposal. Please title it with your Senior Center Name and, if applicable, the project name.**

***Q. What if we go over the 2 page limit?***

A. You are LIMITED to two (2) pages.

- Please follow the topics outlined.
- No additional narrative beyond 2 pages is accepted.
- You may use the titles provided in the outline.

***If you follow the outline, your narrative will include the information needed to score it.***

***Q. What is the Proposal Narrative?***

A. The Proposal Narrative should include the following information:

- The Name of SENIOR CENTER
- The INNOVATION or MODERNIZATION (Describe the innovation the grant proposes)
- The STRATEGY (State specifically how the grant will address innovation, including projected outcomes)
- The PEOPLE (Describe the clients who are the focus of the proposal)
- The PARTNERS (List partners or other entities who are committed to this project/program)
- The GRANT (How the funds will actually be spent)
- The FUTURE (This grant does not provide future funding. Indicate plans to continue funding support if appropriate)

B. **Be sure to note the criteria outlined and described in detail in the Guidelines document covering Purpose, Capacity, Needs & Impact, Sustainability, Diversity and Budget.**

***If you follow the outline, your narrative will include the information needed to score it.***

**THE NARRATIVE IS:**

- The part that carries the most weight on scoring your application.
- Simple description of what you will do if awarded a grant.
- Limited to 2 pages
- This is where you tell your local story. You may include a unique or compelling need. *(Keep in mind that general aging issues and common aging demographics are already understood by reviewers, so you do not need to use your limited space for common statistics unless you are going to reveal something unique about your area.)*

***If you follow the outline, your narrative will include the information needed to score it.***

**THE NARRATIVE IS NOT:**

- Not a place to write common demographics. Reviewers have a sense of the problems, so don't waste the space.
- Not your mission statement.
- Not a description of your organization.

PROJECT CATEGORY:

***Q. Is this the same as the information in the narrative?***

A. This is an important yet short 1 to 5-word description of your project to help reviewers. It should be concise description such as “home-delivered meals”, “transportation”, “exercise equipment”, “outdoor gardens”, “kitchen upgrades and gardening”.

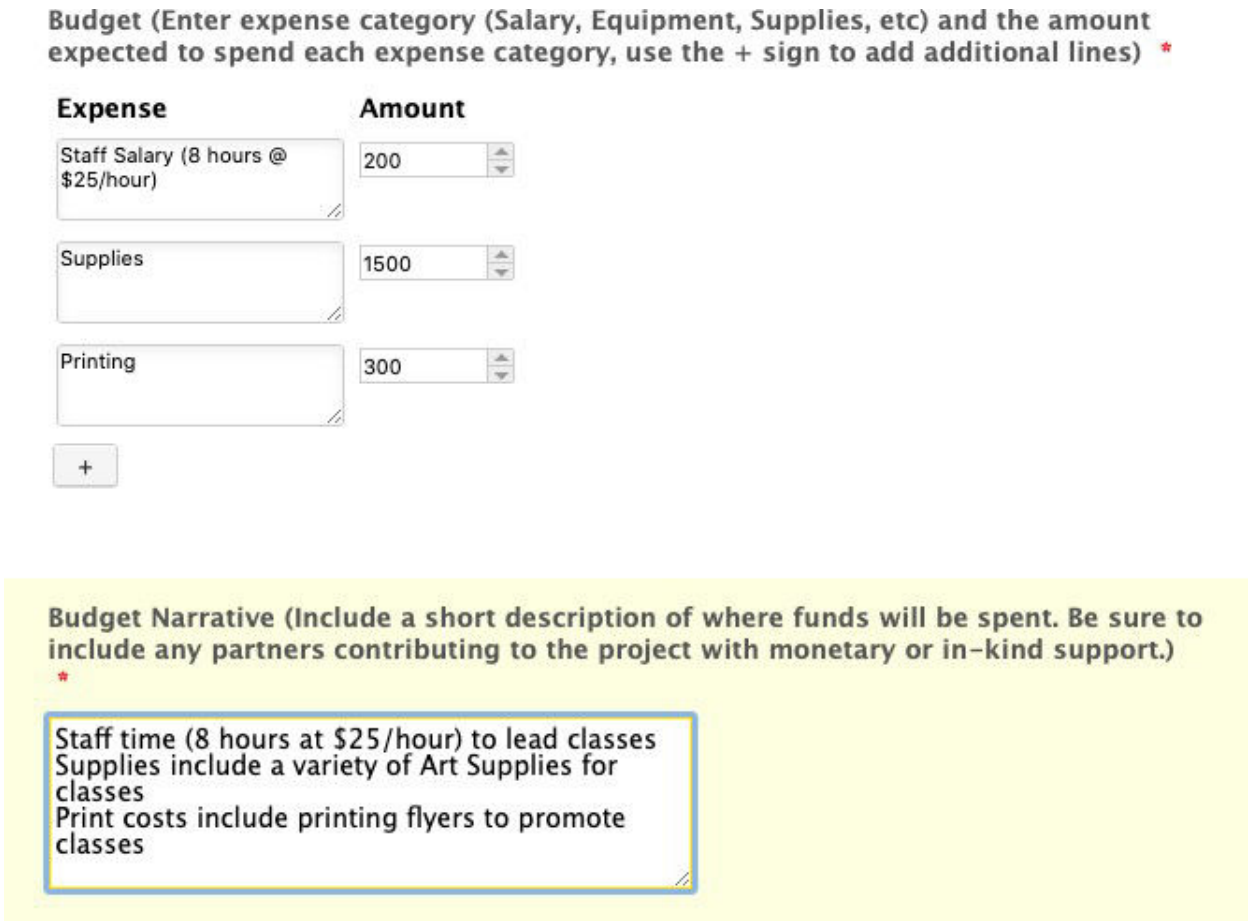
FINANCIAL INFO:

***Q. Do we need to submit copy of professional audits?***

A. NO. We request a proposed budget for the project you are pursuing. If your budget is larger than the grant limit of $2,000, indicate how the funds from this grant will be used as part of the overall project budget.

**Q. How do we fill out the budget section of the form?**

A. The budget section should be filled out as a line item budget for the specific project or program you are proposing. A sample is below:



QUESTIONS FROM CONFERENCE CALLS AND EMAILS:

***Q. What should be included in the Organization Budget?***

A. All that is required is the total annual budget figure.

***Q. Our proposal includes more than one senior center. What do we do?***

A. Submit an application for each center that plans to participate in your innovation work. Be sure to identify your project as a partnership and include your partnership in the description of your proposed work. For example, in the project narrative include the list of senior centers that are part of this partnership.

***Q. Can the Executive Director and Contact Person be the same person?***

A. Yes

***Q. What are the requirements for final reporting?***

A. Because of DHS reporting requirements, the timelines for reporting can be confusing. A final summary report is due May 27, 2025 and will be used in a final written report to DHS. Projects completed after this time have until December 1, 2025 to submit an updated or true final report which will also be provided to DHS. PLEASE NOTE: Thanks Mom & Dad Fund will provide grantees with a report form prior to the reporting deadlines.

***Q. Can grant funds be used for student scholarships for internships or conferences?***

A. No, this grant is for senior center modernization or program innovation.

***Q. I can't open get to the application form.***

A. We suggest trying a different browser.

***Q. May funds be used for a project like a new van for delivering meals or other activities?***

A. Yes, as in all requests, if you can articulate a compelling need, some examples could include a) if you have funding for a van and lack $2000 to complete the purchase, you may request funding toward your purchase as a center 'modernization'; b) If you need specialty equipment for your van for a new concept such as hybrid program delivery etc. or c) if funding is needed for a major repair that is keeping a fleet vehicle out of service with no other funding available.

***Q. My center is a 501(c)3 with its own board. Do we submit their names or the names of the county commissioners?***

A. Submit the names of the 501(c)3 board members for your center.

**Q. My center may want to offer a seminar/programming for people who find themselves in new life situations due to the death of a spouse, retirement, etc. Does this meet criteria?**

A. If the proposed program is new to your center and meets the age requirements for participants (60+), your application will be considered.

**Q. What is the deadline for submitting questions?**

A. The deadline for additional questions is Monday, October 21st. It will be time stamped by the online submission. Submit questions to director@thanksmomanddadfund.org. This document will be updated with all questions received by the deadline.

**Q. Does my center need matching funds to participate in this funding?**

A. No.

**Q. My center is working on a project with a budget that is larger than the $2,000 limit on this funding opportunity. Can we apply and use the funds towards the project?**

A. Yes. In the project budget (upload financial information) indicate where funds from this application will be used in the total project budget. You may indicate your partners in the narrative.

**Q. Can one center submit an application that includes more than one project if the total request is within the $2,000 limit?**

A. Yes.

**Q. How do I sign into the blank, fillable proposal form?**

A. Log in using the link and your password https://www.thanksmomanddadfund.org/center-innovation/

- In lower portion of Invitation/Announcement page and just prior to the Zoom info, you will see a sentence "After reviewing the PDFs…..complete and submit the 2024-25 Application Form." 2024-25 Application Form is a live link that you click to open the proposal form https://form.jotform.com/242665618653162 .

Q. **Could these funds be used for someone to do yardwork monthly to keep everything up to date or for a maintenance person to keep the facilities cleaned?**

A. NO, it does not fit definition of either modernization nor innovation.

Q. **What was mentioned during the Q&A session about 2-3 years planning?**

A. While there is no continuation funding promised, there are some centers that are planning 2-3 year improvements in yearly phases with a broader vision for the future. You can apply for one yearly phase of a long-term plan in your proposal.

Q. **Is organization budget only requested in one area?**

A. Yes, one figure. The other budget questions are specific to your senior center budget.

**Q. Is Mission Statement text box limited to 100 characters and is the narrative 2 pages or limited?**

A. Yes, several boxes have limits on characters noted on the lower right corner of the box. However, the Narrative is a 2-page Word Document which you must upload.

**Q. How is the criteria different than the outline for the Proposal Narrative?**

It is not different but further describes and informs your narrative outline. We added Part B to the question on page 3 that reads:

A. **Be sure to note the criteria outlined and described in detail in the Guidelines document covering Purpose, Capacity, Needs & Impact, Sustainability, Diversity and Budget.**

**From:** director@thanksmomanddadfund.org <director@thanksmomanddadfund.org>
**Sent:** Monday, November 25, 2024 8:05 AM
**To:** Greeson, Andrew E. <AEGreeson@forsythco.com>
**Cc:** director@thanksmomanddadfund.org <director@thanksmomanddadfund.org>
**Subject:** 2024-2025 DHS Modernization and Innovation Grant Recipient (Charles Place)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Congratulations, Andrew

Charles Place has been selected as a recipient of this year's DHS Modernization and Innovation Grant! You will be receiving a check for $2,000 in support of the project described in your proposal. Checks will be mailed by the end of December.

Thank you for your efforts in identifying a program intended to serve the needs of the seniors in your community.

Congratulations again and we look forward to updates on the successful implementation of your program.

Best regards,

LaTasha Bond Williams | Interim Executive Director
Thanks Mom and Dad Fund
954-319-5644 | 404-410-6311
www.thanksmomanddadfund.org
Sign up for our quarterly newsletter.

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Capital Projects Management | **Submitted by:** | Dylan Stiteler, Project Manager I |
| **Date Submitted:** | 12/31/2024 | **Presenter:** | Dylan Stiteler |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | John Jefferson |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of a Right Of Way Easement with Sawnee Electric Membership Corporation for the Bennett Park Redevelopment Project - Parks Project Manager, Capital Projects

**Recommended Action:** **Approve**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: Yes

Reviewed by: Jeff Strickland

Comments:

**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Dylan Stiteler, Capital Projects Management | Created/Initiated - 12/31/2024 |
| John Jefferson, Capital Projects Management | Approved - 1/6/2025 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/6/2025 |

Record and Return to:
Sawnee EMC
543 Atlanta Hwy.
Cummingm, GA. 30040

STATE OF GEORGIA
COUNTY OF FORSYTH

# RIGHT OF WAY EASEMENT
**(Commercial Development)**

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to **Sawnee Electric Membership Corporation** ("Grantee"), as of this _____ day of _____, 2024. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, contractors, agents and lessees. In consideration of the provision of electric service by Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

**Construct and Reconstruct**

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, wires, cables, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the Easement Area) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals, and any other tangible or intangible commodity or service.

**Temporary Construction and Maintenance Easement**

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

**Ingress and Egress**

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

**Right-of-Way Maintenance**

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within the Easement Area, and to take any other action within the Easement Area as may be appropriate to ensure the efficient, safe and proper operation or maintenance of said lines and System. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the most efficient, safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

**Reservations to Grantor**

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities . Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

**Miscellaneous**

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Right-of-Way Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

**Noncompliance; Termination of Service**

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

**Right-of-Way Easement Area**

The Easement Area shall be 30*/10** feet in width and shall be 15*/5** feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. *Overhead 3PH PRIMARY/**Underground 3PH PRIMARY

## DESCRIPTION OF PROPERTY

*Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.*

All that tract of land, including abutting waterways, streets, roads and highways, being in FORSYTH County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 7 miles from Cumming, Ga located on road/street which has a mailing address of 6050 Burruss Mill Road, Cumming, Georgia.

B. The property acquired by Grantor is reflected in the deeds below, which are incorporated herein by reference for a more particular description of the property:

i. Portion of the property acquired by Grantor from Burma P. Gibson by deed dated the 27th day of June, 2008, and recorded in Deed Book 5231, Page 224, Forsyth County, Georgia land records;
ii. Portion of the property acquired by Grantor from Charles Robert Gibson a/k/a/ Robert C. Gibson by deed dated the 10th day of August, 1987, and recorded in Deed Book 380, Page 162, Forsyth County, Georgia land records;
iii. Portion of the property acquired by Grantor from Forsyth County Recreation Boards, Inc., by deed dated the N/A day of September, 1980, and recorded in Deed Book 207, Page 107, Forsyth County, Georgia land records;
iv. Portion of the property acquired by Grantor from Thelma B. Thomas and Gene H. Thomas by deed dated the 3rd day of October, 1980, and recorded in Deed Book 206, Page 685, Forsyth County, Georgia land records;
v. Portion of the property acquired by Grantor from Thelma B. Thomas and Gene H. Thomas by deed dated the 4th day of October, 1976, and recorded in Deed Book 205, Page 429, Forsyth County, Georgia land records;
vi. Portion of the property acquired by Grantor from Ralph L. Gravitt, Jr., Brenda Gravitt and Marilyn Durand, as Co-Executors Under the Last Will and Testament of Eunice Gravitt a/k/a Eunice Elizabeth Gravitt, Deceased by deed dated the 20th day of November, 2017, and recorded in Deed Book 8428, Page 429, Forsyth County, Georgia land records;
vii. Portion of the property acquired by Grantor from Egbert Louis Durand, Jr., and Marilyn Marie Duran by deed dated the 20th day of November, 2017, and recorded in Deed Book 8425, Page 644, Forsyth County, Georgia land records; and
viii. Portion of the property acquired by Grantor from Janice G. Hamby a/k/a/ Janice Hamby Garrett by deed dated the 30th day of July, 2020, and recorded in Deed Book 9508, Page 612, Forsyth County, Georgia land records.

C. Lot _____, Section/Block _____, of the _____ Subdivision, as shown by plat thereof recorded in Plat Book _____, Page _____, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the _____ day of _____, _____, recorded in Plat Book _____, Page _____, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

1. North side Burruss Mill Road
2. South side Robert & Linda Grindle
3. East side Dennis & Gail Jones
4. West side Burruss Mill Road

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

Signed, sealed and delivered
in the presence of:

FORSYTH COUNTY, GEORGIA

By: _____ (seal)
Alfred John, Chairman

_____
Unofficial Witness

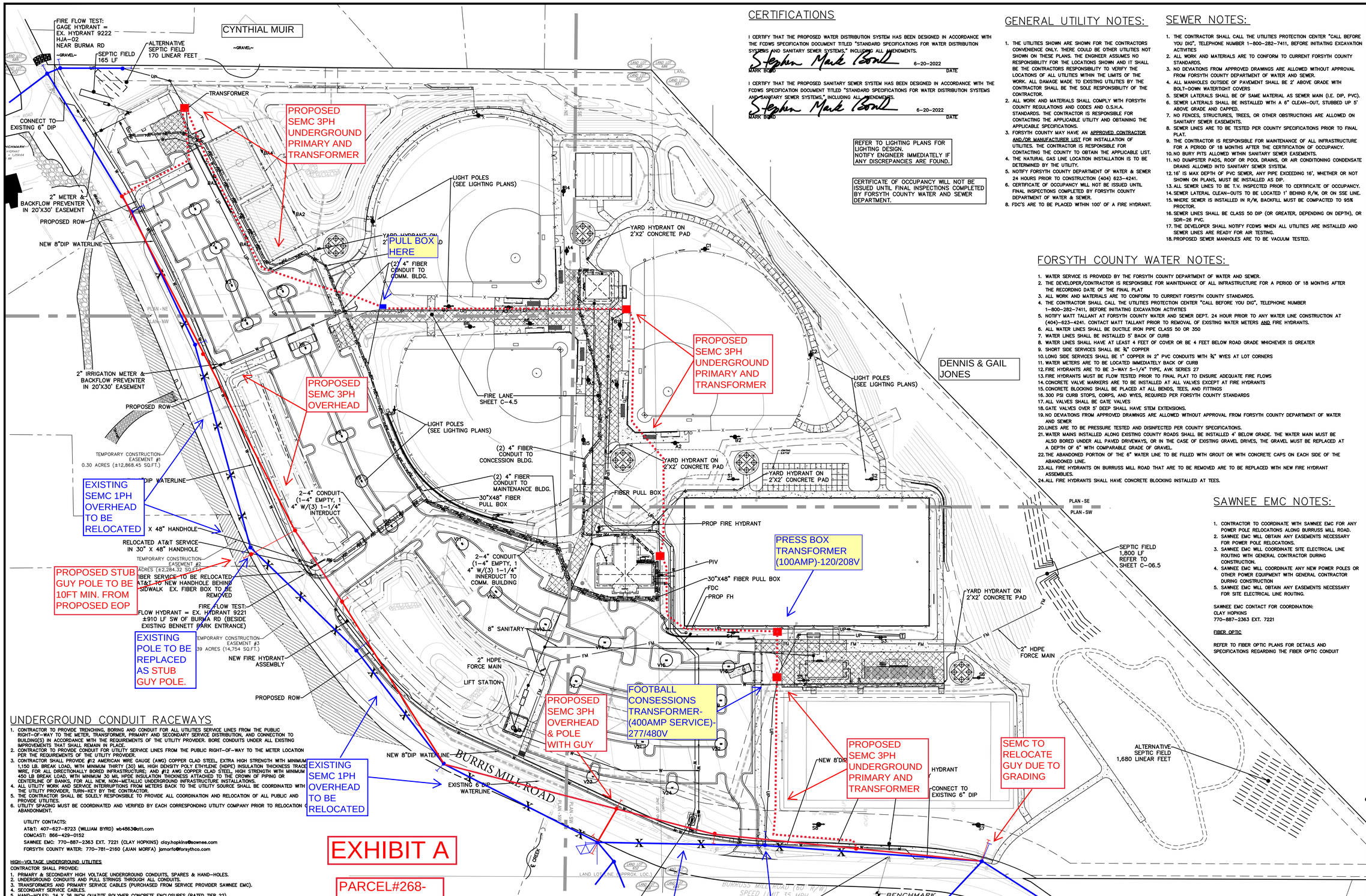
ATTEST:

_____
Notary Public
My commission expires:

By: _____

(Notary Seal)

(County Seal)




## CERTIFICATIONS

I CERTIFY THAT THE PROPOSED WATER DISTRIBUTION SYSTEM HAS BEEN DESIGNED IN ACCORDANCE WITH THE FCDWS SPECIFICATION DOCUMENT TITLED "STANDARD SPECIFICATIONS FOR WATER DISTRIBUTION SYSTEMS AND SANITARY SEWER SYSTEMS," INCLUDING ALL AMENDMENTS.

Stephen Mark Bond — 6-20-2022
MARK BOND — DATE

I CERTIFY THAT THE PROPOSED SANITARY SEWER SYSTEM HAS BEEN DESIGNED IN ACCORDANCE WITH THE FCDWS SPECIFICATION DOCUMENT TITLED "STANDARD SPECIFICATIONS FOR WATER DISTRIBUTION SYSTEMS AND SANITARY SEWER SYSTEMS," INCLUDING ALL AMENDMENTS.

Stephen Mark Bond — 6-20-2022
MARK BOND — DATE

REFER TO LIGHTING PLANS FOR LIGHTING DESIGN. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.

CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL FINAL INSPECTIONS COMPLETED BY FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

## GENERAL UTILITY NOTES:

1. THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTORS CONVENIENCE ONLY. THERE COULD BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH FORSYTH COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPLICABLE UTILITY AND OBTAINING THE APPLICABLE SPECIFICATIONS.
3. FORSYTH COUNTY MAY HAVE AN APPROVED CONTRACTOR AND/OR MANUFACTURER LIST FOR INSTALLATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE COUNTY TO OBTAIN THE APPLICABLE LIST.
4. THE NATURAL GAS LINE LOCATION INSTALLATION IS TO BE DETERMINED BY THE UTILITY.
5. NOTIFY FORSYTH COUNTY DEPARTMENT OF WATER & SEWER 24 HOURS PRIOR TO CONSTRUCTION (404) 623-4241.
6. CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL FINAL INSPECTIONS COMPLETED BY FORSYTH COUNTY DEPARTMENT OF WATER & SEWER.
8. FDC'S ARE TO BE PLACED WITHIN 100' OF A FIRE HYDRANT.

## SEWER NOTES:

1. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER "CALL BEFORE YOU DIG", TELEPHONE NUMBER 1-800-282-7411, BEFORE INITIATING EXCAVATION ACTIVITIES
2. ALL WORK AND MATERIALS ARE TO CONFORM TO CURRENT FORSYTH COUNTY STANDARDS.
3. NO DEVIATIONS FROM APPROVED DRAWINGS ARE ALLOWED WITHOUT APPROVAL FROM FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.
4. ALL MANHOLES OUTSIDE OF PAVEMENT SHALL BE 2' ABOVE GRADE WITH BOLT-DOWN WATERTIGHT COVERS
5. SEWER LATERALS SHALL BE OF SAME MATERIAL AS SEWER MAIN (I.E. DIP, PVC).
6. SEWER LATERALS SHALL BE INSTALLED WITH A 6" CLEAN-OUT, STUBBED UP 5' ABOVE GRADE AND CAPPED.
7. NO FENCES, STRUCTURES, TREES, OR OTHER OBSTRUCTIONS ARE ALLOWED ON SANITARY SEWER EASEMENTS.
8. SEWER LINES ARE TO BE TESTED PER COUNTY SPECIFICATIONS PRIOR TO FINAL PLAT.
9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL INFRASTRUCTURE FOR A PERIOD OF 18 MONTHS AFTER THE CERTIFICATION OF OCCUPANCY.
10. NO BURY PITS ALLOWED WITHIN SANITARY SEWER EASEMENTS.
11. NO DUMPSTER PADS, ROOF OR POOL DRAINS, OR AIR CONDITIONING CONDENSATE DRAINS ALLOWED INTO SANITARY SEWER SYSTEM.
12. 16' IS MAX DEPTH OF PVC SEWER, ANY PIPE EXCEEDING 16', WHETHER OR NOT SHOWN ON PLANS, MUST BE INSTALLED AS DIP.
13. ALL SEWER LINES TO BE T.V. INSPECTED PRIOR TO CERTIFICATE OF OCCUPANCY.
14. SEWER LATERAL CLEAN-OUTS TO BE LOCATED 1' BEHIND R/W, OR ON SSE LINE.
15. WHERE SEWER IS INSTALLED IN R/W, BACKFILL MUST BE COMPACTED TO 95% PROCTOR.
16. SEWER LINES SHALL BE CLASS 50 DIP (OR GREATER, DEPENDING ON DEPTH), OR SDR-26 PVC.
17. THE DEVELOPER SHALL NOTIFY FCDWS WHEN ALL UTILITIES ARE INSTALLED AND SEWER LINES ARE READY FOR AIR TESTING.
18. PROPOSED SEWER MANHOLES ARE TO BE VACUUM TESTED.

## FORSYTH COUNTY WATER NOTES:

1. WATER SERVICE IS PROVIDED BY THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.
2. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL INFRASTRUCTURE FOR A PERIOD OF 18 MONTHS AFTER THE RECORDING DATE OF THE FINAL PLAT
3. ALL WORK AND MATERIALS ARE TO CONFORM TO CURRENT FORSYTH COUNTY STANDARDS.
4. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER "CALL BEFORE YOU DIG", TELEPHONE NUMBER 1-800-282-7411, BEFORE INITIATING EXCAVATION ACTIVITIES
5. NOTIFY MATT TALLANT AT FORSYTH COUNTY WATER AND SEWER DEPT. 24 HOUR PRIOR TO ANY WATER LINE CONSTRUCTION AT (404)-623-4241. CONTACT MATT TALLANT PRIOR TO REMOVAL OF EXISTING WATER METERS AND FIRE HYDRANTS.
6. ALL WATER LINES SHALL BE DUCTILE IRON PIPE CLASS 50 OR 350
7. WATER LINES SHALL BE INSTALLED 5' BACK OF CURB
8. WATER LINES SHALL HAVE AT LEAST 4 FEET OF COVER OR BE 4 FEET BELOW ROAD GRADE WHICHEVER IS GREATER
9. SHORT SIDE SERVICES SHALL BE ¾" COPPER
10. LONG SIDE SERVICES SHALL BE 1" COPPER IN 2" PVC CONDUITS WITH ¾" WYES AT LOT CORNERS
11. WATER METERS ARE TO BE LOCATED IMMEDIATELY BACK OF CURB
12. FIRE HYDRANTS ARE TO BE 3-WAY 5-1/4" TYPE, AWK SERIES 27
13. FIRE HYDRANTS MUST BE FLOW TESTED PRIOR TO FINAL PLAT TO ENSURE ADEQUATE FIRE FLOWS
14. CONCRETE VALVE MARKERS ARE TO BE INSTALLED AT ALL VALVES EXCEPT AT FIRE HYDRANTS
15. CONCRETE BLOCKING SHALL BE PLACED AT ALL BENDS, TEES, AND FITTINGS
16. 300 PSI CURB STOPS, CORPS, AND WYES, REQUIRED PER FORSYTH COUNTY STANDARDS
17. ALL VALVES SHALL BE GATE VALVES
18. GATE VALVES OVER 5' DEEP SHALL HAVE STEM EXTENSIONS.
19. NO DEVIATIONS FROM APPROVED DRAWINGS ARE ALLOWED WITHOUT APPROVAL FROM FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER
20. LINES ARE TO BE PRESSURE TESTED AND DISINFECTED PER COUNTY SPECIFICATIONS.
21. WATER MAINS INSTALLED ALONG EXISTING COUNTY ROADS SHALL BE INSTALLED 4' BELOW GRADE. THE WATER MAIN MUST BE ALSO BORED UNDER ALL PAVED DRIVEWAYS, OR IN THE CASE OF EXISTING GRAVEL DRIVES, THE GRAVEL MUST BE REPLACED AT A DEPTH OF 6" WITH COMPARABLE GRADE OF GRAVEL.
22. THE ABANDONED PORTION OF THE 6" WATER LINE TO BE FILLED WITH GROUT OR WITH CONCRETE CAPS ON EACH SIDE OF THE ABANDONED LINE.
23. ALL FIRE HYDRANTS ON BURRUSS MILL ROAD THAT ARE TO BE REMOVED ARE TO BE REPLACED WITH NEW FIRE HYDRANT ASSEMBLIES.
24. ALL FIRE HYDRANTS SHALL HAVE CONCRETE BLOCKING INSTALLED AT TEES.

## SAWNEE EMC NOTES:

1. CONTRACTOR TO COORDINATE WITH SAWNEE EMC FOR ANY POWER POLE RELOCATIONS ALONG BURRUSS MILL ROAD.
2. SAWNEE EMC WILL OBTAIN ANY EASEMENTS NECESSARY FOR POWER POLE RELOCATIONS.
3. SAWNEE EMC WILL COORDINATE SITE ELECTRICAL LINE ROUTING WITH GENERAL CONTRACTOR DURING CONSTRUCTION.
4. SAWNEE EMC WILL COORDINATE ANY NEW POWER POLES OR OTHER POWER EQUIPMENT WITH GENERAL CONTRACTOR DURING CONSTRUCTION
5. SAWNEE EMC WILL OBTAIN ANY EASEMENTS NECESSARY FOR SITE ELECTRICAL LINE ROUTING.

SAWNEE EMC CONTACT FOR COORDINATION:
CLAY HOPKINS
770-887-2363 EXT. 7221

FIBER OPTIC

REFER TO FIBER OPTIC PLANS FOR DETAILS AND SPECIFICATIONS REGARDING THE FIBER OPTIC CONDUIT

## UNDERGROUND CONDUIT RACEWAYS

1. CONTRACTOR TO PROVIDE TRENCHING, BORING AND CONDUIT FOR ALL UTILITIES SERVICE LINES FROM THE PUBLIC RIGHT-OF-WAY TO THE METER, TRANSFORMER, PRIMARY AND SECONDARY SERVICE DISTRIBUTION, AND CONNECTION TO BUILDING(S) IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY PROVIDER. BORE CONDUITS UNDER ALL EXISTING IMPROVEMENTS THAT SHALL REMAIN IN PLACE.
2. CONTRACTOR TO PROVIDE CONDUIT FOR UTILITY SERVICE LINES FROM THE PUBLIC RIGHT-OF-WAY TO THE METER LOCATION PER THE REQUIREMENTS OF THE UTILITY PROVIDER.
3. CONTRACTOR SHALL PROVIDE #12 AMERICAN WIRE GAUGE (AWG) COPPER CLAD STEEL, EXTRA HIGH STRENGTH WITH MINIMUM 1,150 LB. BREAK LOAD, WITH MINIMUM THIRTY (30) MIL HIGH DENSITY POLY ETHYLENE (HDPE) INSULATION THICKNESS TRACER WIRE, FOR ALL DIRECTIONALLY BORED INFRASTRUCTURE; AND #12 AWG COPPER CLAD STEEL, HIGH STRENGTH WITH MINIMUM 450 LB BREAK LOAD, WITH MINIMUM 30 MIL HPDE INSULATION THICKNESS ATTACHED TO THE CROWN OF PIPING OR CENTERLINE OF BANKS, FOR ALL NEW, NON-METALLIC UNDERGROUND INFRASTRUCTURE INSTALLATIONS.
4. ALL UTILITY WORK AND SERVICE INTERRUPTIONS FROM METERS BACK TO THE UTILITY SOURCE SHALL BE COORDINATED WITH THE UTILITY PROVIDER, TURN-KEY BY THE CONTRACTOR.
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ALL COORDINATION AND RELOCATION OF ALL PUBLIC AND PROVIDE UTILITIES.
6. UTILITY SPACING MUST BE COORDINATED AND VERIFIED BY EACH CORRESPONDING UTILITY COMPANY PRIOR TO RELOCATION OR ABANDONMENT.

UTILITY CONTACTS:
AT&T: 407-627-8723 (WILLIAM BYRD) wb4863@att.com
COMCAST: 866-429-0152
SAWNEE EMC: 770-887-2363 EXT. 7221 (CLAY HOPKINS) clay.hopkins@sawnee.com
FORSYTH COUNTY WATER: 770-781-2160 (JUAN MORFA) jumorfa@forsythco.com

HIGH-VOLTAGE UNDERGROUND UTILITIES
CONTRACTOR SHALL PROVIDE:
1. PRIMARY & SECONDARY HIGH VOLTAGE UNDERGROUND CONDUITS, SPARES & HAND-HOLES.
2. UNDERGROUND CONDUITS AND PULL STRINGS THROUGH ALL CONDUITS.
3. TRANSFORMERS AND PRIMARY SERVICE CABLES (PURCHASED FROM SERVICE PROVIDER SAWNEE EMC).
4. SECONDARY SERVICE CABLES.
5. HAND-HOLES: 24 X 36 INCH QUAZITE POLYMER CONCRETE ENCLOSURES (RATED TIER 22).
6. TURN-UP CONDUITS AND CAP 2' ABOVE FINISHED GRADE AT ALL LIGHT POLE AND TRANSFORMER PAD LOCATIONS.
7. PRIMARY POWER CONDUIT RACEWAY REQUIREMENTS:
   a. CONDUIT QTY: 2 EACH (1 USED/1 SPARE), FOR EACH RACEWAY SHOWN ON PLANS (UNLESS NOTED OTHERWISE).
   b. CONDUIT SIZE: 4 INCH, SCHEDULE 80 CONDUIT.
   c. MINIMUM DEPTH: 42 INCHES
   d. MINIMUM SWEEPS: 36 INCH RADIUS
   e. MINIMUM HORIZONTAL SEPARATION BETWEEN OTHER UTILITIES: 36 INCHES
   f. MINIMUM SEPARATION/CROSSING OTHER UTILITIES: 24 INCHES
8. SITE LIGHTING POWER CONDUIT RACEWAY REQUIREMENTS:
   a. CONDUIT QTY: 2 EACH, FOR EACH RACEWAY LISTED ON PLANS (REFER TO SHEETS E0.2, E2.1 & E3.1).
   b. CONDUIT SIZE: 2 INCH, SCHEDULE 80 CONDUIT.
   c. MINIMUM DEPTH: 24 INCHES
   d. MINIMUM SWEEPS: 12 INCH RADIUS
   e. MINIMUM SEPARATION/CROSSING FROM GAS UTILITIES: 36 INCHES
   f. MINIMUM SEPARATION/CROSSING OTHER UTILITIES: 24 INCHES

LOW-VOLTAGE UNDERGROUND UTILITIES (FIBER OPTIC/TELECOMMUNICATIONS INFRASTRUCTURE)
CONTRACTOR SHALL PROVIDE:
1. DIRECT BURY RATED CABLING IN ALL UNDERGROUND CONDUITS.
2. TRACER WIRE AND PULL STRINGS THROUGH ALL CONDUITS, AND PULL STRINGS THROUGH ALL INNER-DUCTS.
3. HAND-HOLES: PROVIDE 24 x 36 INCH QUAZITE POLYMER CONCRETE ENCLOSURES (RATED TIER 22)
4. ADDITIONAL REQUIREMENTS:
   a. CONDUIT QTY: 2 EACH (1 USED/1 SPARE) W/ (3) 1-1/4" INNERDUCTS, FOR EACH RACEWAY SHOWN ON PLANS (UNLESS NOTED OTHERWISE).
   b. CONDUIT SIZE: 4 INCH, SCHEDULE 80 CONDUITS.
   c. MINIMUM DEPTH: 18 INCHES BELOW GROUND SURFACE OR SUB-GRADE.
   d. MINIMUM SWEEPS: 36 INCH RADIUS
   e. MINIMUM SEPARATION/CROSSING HIGH VOLTAGE UTILITIES: 36 INCHES
   f. MINIMUM SEPARATION/CROSSING OTHER UTILITIES: 24 INCHES

## FIRE FLOW TEST:

CONDUCTED AUGUST 11, 2021 BY HAYES, JAMES AND ASSOCIA
WITNESSED BY JOHNNY POSTLETHWAIT-FORSYTH COUNTY

AT GAGE HYDRANT 5514 (HJA-01):
PRESSURE: 74.9 PSI (STATIC); 58.3 PSI (RESIDUAL)
FLOW = 1,876.62 GPM
CALCULATED FLOW AT 20 PSI = 1869 GPM

AT GAGE HYDRANT 9222:
PRESSURE: 75.1 PSI (STATIC); 57.8 PSI (RESIDUAL)
FLOW = 1,876.62 GPM
CALCULATED FLOW AT 20 PSI = 1855.81 GPM

REFER TO C-06.01 FOR FULL REPORT

NOTE: ALL ESTIMATED FIRE FLOWS/RESIDUALS ASSUME ONLY ONE FIRE.

## UNDERGROUND SERVICE CONDUITS (AT&T) STANDARDS:

CONTRACTOR TO COORDINATE WITH AT&T (UTILITY COMPANY) FOR ANY UNDERGROUND UTILITY INSTALLATION AND/OR RELOCATION.

1. PLACE CONDUIT(S) DEDICATED FOR AT&T FROM THE DEMARCATION TO THE RIGHT-OF-WAY, 2-4" CONDUITS.
2. THE CONDUIT TERMINATION AT THE PROPERTY LINE SHOULD BE STAKED.
3. PLACE CONDUIT WITH SWEEPING RADIUS BENDS AT LEAST 1 FOOT BELOW GROUND LEVEL WHERE CABLE GOES UP TO BUILDING. NO MORE THAN 3-TURNS WITHOUT PULL BOX OR HANDHOLE.
4. PLACE LINE BOX OR PULL BOX ON OUTSIDE OF BUILDING WHERE CONDUIT MAKES 90 DEGREE CHANGE IN DIRECTION BEFORE GOING INTO BUILDING TO EASE PROCESS OF PULLING CABLE INTO BUILDING.
5. PROVIDE MULE-TAPE FULL LENGTH OF CONDUIT, WITH 3 FOOT TAILS.
6. IF THE DISTANCE FROM THE BUILDING ENTRANCE TO THE EQUIPMENT ROOM/DEMARCATION IS GREATER THAN 50', THE CONDUIT MUST BE RMC OR IMC TYPE METALLIC FIRE RATED. IF LESS THAN 50' PLASTIC CONDUIT SCH-40 CAN BE USED.

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

NOTE:
NOTIFY FORSYTH COUNTY INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION. (770) 781-2165

811 Know what's below. Call before you dig.


HUSSEY GAY BELL
Established 1958
FORMERLY
Hayes | James
ENGINEERS, PLANNERS & SURVEYORS
3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FORSYTH COUNTY
514 WEST MAPLE STREET, SUITE 504
CUMMING, GA 30040
Phone: (770) 886-2819
Fax: (770) 000-0000
Contact: JAMES WELDON
(770) 886-2819



This document is prepared for the exclusive use of FORSYTH COUNTY and shall not be relied on by any other person or entity.


| No. | Description | By | App. | Date |
|---|---|---|---|---|
| | BID SET | RH | SMB | 11/03/22 |
| | CONFORMED SET | RH | SMB | 05/03/24 |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GEORGIA REGISTERED NO. 23275 PROFESSIONAL ENGINEER STEPHEN MARK BOND

Stephen Mark Bond 8/10/22

GSWCC# 11367

**Project Title**

**BENNETT PARK REDEVELOPMENT**

**Project Location**

| | |
|---|---|
| Address | 6050 BURRUSS MILL RD |
| City, State Zip | GEORGIA |
| Land Lot | 651 & 652 |
| District-Section | 14 |
| County | FORSYTH |

| | |
|---|---|
| Project No. | 19-103 |
| Drawn By: | RH |
| Checked By: | SMB |
| Initial Issue Date: | APRIL 15, 2022 |

**Sheet Title**

**OVERALL UTILITY PLAN**

**Sheet Number**

**C-06**



i: \projdeny\19103 bennett park\dwg\production\19103e.dwg
utility.ctb
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keith hightower

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Jill Pilcher |
| **Date Submitted:** | 12/09/2024 | **Presenter:** | Scott Adams |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to renew the Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey, in the amount of $59,700.00 for 2025 Stream Flow Monitoring of Dick Creek at Old Atlanta, Big Creek at Hwy 9, and the Chatthoochee River upstream and downstream of McGinnis Ferry Road with authorization for the County Manager to sign - Director, Department of Water and Sewer

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Professional Services - Engineering Fees | $59,700.00 | $60,000.00 | 50533335.521222 |

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: No

Reviewed by:

Comments:

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Jill Pilcher, Water & Sewer | Created/Initiated - 12/9/2024 |
| Scott Adams, Water & Sewer | Approved - 12/9/2024 |
| Rebecca Whitmire, Finance | Approved - 12/23/2024 |
| Barry Lucas, Administration | Approved - 12/26/2024 |
| David McKee, Administration | Final Approval - 1/3/2025 |

# United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, GA 30093

December 5, 2024

Mr. Scott Adams
Director
Forsyth County Department
110 E. Main Street Suite 150
Cumming, Georgia 30040

Dear Mr. Adams:

Attached is our standard joint-funding agreement 25MPJFAG0000112 between the U.S. Geological Survey South Atlantic Water Science Center and Forsyth County Department for negotiated deliverables (see attached), during the period January 1, 2025 through December 31, 2025 in the amount of $59,700.00 from your agency. U.S. Geological Survey contributions for this agreement are $0.00 for a combined total of $59,700.00. Please sign and return one fully-executed original to Megan Jernigan at sawscbudgethelp@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Robert Sobczak at (470) 734-1524 or email rsobczak@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Megan Jernigan at phone number (919) 819-9441 or sawscbudgethelp@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

JOHN JOINER

Digitally signed by JOHN JOINER
Date: 2024.12.06 17:32:36 -05'00'

John K. Joiner
Acting Director, South Atlantic Water Science Center

Attachment
25MPJFAG0000112

**Form 9-1366**
**(May 2018)**

**U.S. Department of the Interior**
**U.S. Geological Survey**
**Joint Funding Agreement**
**FOR**
**Water Resource Investigations**

**Customer #: 6000001145**
**Agreement #: 25MPJFAG0000112**
**Project #: MP00GXH**
**TIN #: 58-6000828**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of January 1, 2025, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Forsyth County Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $0.00 by the party of the first part during the period January 1, 2025 to December 31, 2025

(b) $59,700.00 by the party of the second part during the period January 1, 2025 to December 31, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00.

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

**U.S. Department of the Interior**
**U.S. Geological Survey**
**Joint Funding Agreement**
**FOR**
**Water Resource Investigations**

**Customer #: 6000001145**
**Agreement #: 25MPJFAG0000112**
**Project #: MP00GXH**
**TIN #: 58-6000828**

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

| | |
|---|---|
| Name: | Robert Sobczak<br>Assistant Director for Data- Georgia |
| Address: | 1770 Corporate Drive Suite 500<br>Norcross, GA 30093 |
| Telephone: | (470) 734-1524 |
| Fax: | (678) 924-6710 |
| Email: | rsobczak@usgs.gov |

**Customer Technical Point of Contact**

| | |
|---|---|
| Name: | Scott Adams<br>Director |
| Address: | 110 E. Main Street Suite 150<br>Cumming, Georgia 30040 |
| Telephone: | (770) 886-2801 |
| Fax: | |
| Email: | shadams@forsythco.com |

**USGS Billing Point of Contact**

| | |
|---|---|
| Name: | Megan Jernigan<br>Budget Analyst |
| Address: | 3916 Sunset Ridge Road<br>Raleigh, NC 27607 |
| Telephone: | (919) 819-9441 |
| Fax: | |
| Email: | sawscbudgethelp@usgs.gov |

**Customer Billing Point of Contact**

| | |
|---|---|
| Name: | Lena Bennett<br>Senior Financial Analyst |
| Address: | 110 E. Main St. Suite 150<br>Cumming, GA 30040 |
| Telephone: | (770) 886-2700 |
| Fax: | |
| Email: | LEBennett@forsythco.com |

**U.S. Geological Survey**
**United States**
**Department of Interior**

**Signature**

**By**_____ JOHN JOINER Digitally signed by JOHN JOINER Date: 2024.12.06 17:32:57 -05'00'

**Name:** John K. Joiner

**Title: Acting Director, South Atlantic Water Science Center**

**Forsyth County Department**

**Signatures**

**By**_____ **Date:** _____
**Name:**
**Title:**

**By**_____ **Date:** _____
**Name:**
**Title:**

**By**_____ **Date:** _____
**Name:**
**Title:**

# Forsyth County: 25MPJFAG0000112

**1/1/2025 to 12/31/2025**

| Site Name | Site Numb | Collection Cod | USGS CMF | Cooperato | Total Cost |
|---|---|---|---|---|---|
| DICK CREEK AT OLD ATLANTA RD, NEAR S | 02334620 | QCONT | $ - | $ 17,100 | $ 17,100 |
| BIG CREEK AT GA 9, NEAR CUMMING, GA | 02335580 | QCONT | $ - | $ 17,100 | $ 17,100 |
| CHATTAHOOCHEE R 0.76 MI US MCGINNIS | 02334653 | QCONT | $ - | $ 17,100 | $ 17,100 |
| CHATTAHOOCHEE R 0.5 MI US MCGINNIS | 02334654 | WQCONT | $ - | $ 2,700 | $ 2,700 |
| CHATTAHOOCHEE R 0.96 MI US MCGINNIS | 02334652 | WQCONT | $ - | $ 2,700 | $ 2,700 |
| DICK CREEK AT OLD ATLANTA RD, NEAR S | 02334620 | PRECIPCONT | $ - | $ 1,500 | $ 1,500 |
| CHATTAHOOCHEE R 0.76 MI US MCGINNIS | 02334653 | PRECIPCONT | $ - | $ 1,500 | $ 1,500 |
| | | | | | |
| | | **Grand Total** | **$ -** | **$ 59,700** | **$ 59,700** |

| MONITORING CATEGORY | USGS FUNDS | CUSTOMER CASH | TOTAL COST |
|---|---|---|---|
| SURFACE WATER (SW) | $ - | $ 54,300 | $ 54,300 |
| GROUND WATER (GW) | $ - | $ - | $ - |
| CLIMATE (CLIM) | $ - | $ - | $ - |
| WATER QUALITY (WQ) | $ - | $ 5,400 | $ 5,400 |
| | $ - | $ 59,700 | $ 59,700 |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Capital Projects Management | **Submitted by:** | Jordan Wallace, Capital Projects Management Engineer |
| **Date Submitted:** | 12/20/2024 | **Presenter:** | John Jefferson |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | John Jefferson |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Task Order No. 7 with BCC Engineering, LLC in the amount of $192,424.00 to provide construction engineering and inspection (CEI) and construction management services under the As-Needed Construction Engineering, and Inspection Contract associated with the Coal Mountain Park Improvements (P19CM) - Director, Capital Projects

**Recommended Action:**

**Approve**
**Authorize**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: No
Reviewed by:
Comments: Task Order template previously reviewed by Legal

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Jordan Wallace, Capital Projects Management | Created/Initiated - 12/20/2024 |
| John Jefferson, Capital Projects Management | Approved - 12/26/2024 |
| Adrian Casey, Procurement | Approved - 12/31/2024 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| Barry Lucas, Administration | Approved - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/6/2025 |

Docusign Envelope ID: 4AB4DF39-00B8-48C8-9CC5-3AFF3BA956FA

# Forsyth County Board of Commissioners

## Roadway and Connectivity/Pedestrian Construction Engineering and Inspection (CEI) Services

## As-Needed Services Agreement

# Task Order No. 07

Task Order No. 07 is an attachment to the Roadway and Connectivity/Pedestrian Construction Engineering and Inspection Services As-Needed Services Agreement ("AGREEMENT") BCC Engineering, LLC, a Florida limited liability company, d/b/a Heath & Lineback ("ENGINEER"), and Forsyth County, a political subdivision of the State of Georgia ("OWNER"), dated May 18, 2022 (Civic Clerk Item 2022-3241), for a PROJECT described as follows: Coal Mountain Park Improvements, P19CM.

## Article 1. PROJECT UNDERSTANDING

The Coal Mountain Park Improvements Project consists of the construction of erosion control and sedimentation measures, the improvement and resurfacing of parking lots, installation of drainage and utility systems, sewer improvements, recreational and sporting features, concrete flatwork, and other improvements to the park.

## Article 2. SCOPE OF SERVICES

### Task 1- Project Management

The ENGINEER will perform the following project management services:

1. Oversee, manage, and support the design, construction, and commissioning/closeout of the Project.
2. Advise and provide strategic and day to day oversight and direction to the OWNER.
3. Prepare and maintain, together with OWNER's staff, a Program Management Plan for use by the project team. This includes establishing communication protocols, and design and process standards.
4. Develop monthly progress reports that include accomplishments during the most recent reporting period, tracking of issues and action items identified, contract status, and other related information. Monthly reports shall be reviewed as part of the monthly status meetings with the project team.
5. Coordinate and participate in progress meetings with federal, state, and local agencies, consultants, and contractors, and develop required materials for each meeting.
6. Develop and manage project schedules and provide budget/cost oversight of all project elements and resources.
7. Provide assistance to the OWNER with the following:

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a. Permits, regulatory environmental, history, cultural, archaeology, and air and noise reviews and /or preparation.
b. All planning efforts required for project development, including but not limited to, studies, technical evaluations, assessments, testing, surveys, etc.
c. All efforts related to land acquisition, included but not limited to, appraisals and cost to cure reports.
d. All efforts related to utility coordination and relocation.
e. Review of planning and design documents including constructability reviews and compliance with all applicable engineering requirements and standards.

8. Assist the OWNER and/or design consultant with all activities required during the bid phase.
9. Assist in managing consultant/contractor contracts, including but not limited to, preparation and review of amendments/change orders and review of pay requests.
10. Support the OWNER with public outreach efforts, which may include, responding to inquiries and complaints.
11. When requested, the ENGINEER shall perform inspections, testing and investigations of construction work.

## Task 2– Construction Project Administration and Inspection

The ENGINEER will provide project administration and coordinate with the assigned County Project Manager. Prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide inspectors and assistance to adequately oversee all work being done on the contract. Before starting work, submit to the County Project Manager a listing of personnel assigned to the project for review and approval. Also, a list of persons with emergency phone numbers should always be supplied to the County Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

The ENGINEER will use Procore as the PROJECT's management tool.

### Task 2.1- Pre-Construction Conference

The ENGINEER will conduct and schedule the Preconstruction Conference with the Owner, Forsyth County, contractor, and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due when they should be submitted and to whom.

### Task 2.2– Construction Progress Meetings

The ENGINEER will prepare the agenda, attend, and conduct meetings with the County personnel, contractor, sub-contractors, utility personnel, and other agencies. Be prepared to discuss recent progress, upcoming events in the schedule, and challenges associated with each project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.

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### Task 2.3– Construction Inspection

The ENGINEER will provide inspection services for conformance to approved plans, specifications, special provisions for the Construction Contract to determine that each project within the scope is constructed in conformity with such documents. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the OWNER. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the requirements of permits, contract plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify all pay quantities in the case of questions by the County or GDOT. Prepare an accurate daily diary, signed by the inspector, consisting of:

a. A record of the contractors on the project
b. Their personnel (number and classification)
c. Equipment (number and type or size)
d. Location and work performed by each contractor or subcontractor
e. Events of note on the project
f. Monitor Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan.
g. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
h. Weather, the estimated amount of precipitation, and average temperature. A total rain day schedule should be kept.
i. Any other details that may be important later in the project life.

### Task 2.4– Distribution of Correspondence

The ENGINEER will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project in an office file copy for submission with the project Final Records to the County.

### Task 2.5– Shop Drawings

The ENGINEER will prepare Shop Drawing Log and ensure that shop drawings submittal is complete. ENGINEER will be responsible for determining if the EOR needs to approve any or all shop drawings submittals. Responsible for processing submittals to the applicable stakeholders for approval. The Engineer of Record and Contractor shall review and stamp all shop drawings indicating general conformance with the contract and plans.

### Task 2.6– Revision to Contract Plans

The ENGINEER will submit to the County Project Manager any revisions to the contract plans or cross-sections for processing.

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### Task 2.7– Monthly Progress Payments

The ENGINEER will document and accurately estimate quantities for Monthly Progress Payments. Test reports will be on file before payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

### Task 2.8– Contractor's Payroll, Employee Interviews and Contract Compliance

The ENGINEER shall receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract and will notify the prime contractor of inaccuracies and resolve discrepancies.

### Task 2.9– Project Claims

The ENGINEER will prepare documentation and assist in the defense of the OWNER, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

### Task 2.10– Supplemental Agreements/Construction Change Orders, Force Account and VECP

The ENGINEER will notify the County Project Manager of the necessity of any Supplemental Agreements/Construction Change Orders. The ENGINEER will negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County Project Manager. The ENGINEER will negotiate time extensions with Contractor based on PROJECT schedules.

The ENGINEER will develop change orders as approved by the OWNER and, if necessary, present to the Board of Commissioners for their approval.

When necessary, the ENGINEER will submit Value Engineering Change Proposals to the County Project Manager for analysis and distribution to the appropriate division(s).

### Task 2.11– Quality Assurance and Testing for Acceptance

The ENGINEER will perform sampling and testing of component materials and completed work following the Construction Contract documents, as necessary. The minimum sampling frequencies set out in the GDOT Materials Sampling, Testing, and Reporting Guide shall be met. In complying with the guide, the ENGINEER shall provide daily surveillance of the Contractor's Quality Control activities at the project site and, if necessary, perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The ENGINEER will be responsible for job control samples determining the acceptability of all materials and completed work items based on either test results or verification of certification, certified mill analysis, DOT label, DOT stamp, etc. Sampling, testing, and laboratory methods shall be as required by the GDOT's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

### Task 2.12– Reporting

The ENGINEER will ensure that all reporting required by the local, state, and federal agencies for this project are met. The ENGINEER will submit a compilation of project records to the

Docusign Envelope ID: 4AB4DF39-00B8-48C8-9CC5-3AFF3BA956FA

OWNER and GDOT (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

**Task 2.13- Project Certification**

Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing, and documentation, the ENGINEER will prepare written certification of compliance.

## Article 3. ASSUMPTIONS

- Staffing levels per staffing plan transmitted as an attachment to this task order. Deviations will be eligible for adjustment to task order.
- Laboratory costs for materials testing are billed on a "per-test" basis and will be summarized monthly and submitted with applicable documentation for payment.
- Actual monthly billing will be based on staffing and level of effort approved by the County and performed by the CEI team, per submitted time sheets and other backup.

## Article 4. DELIVERABLES

Construction documentation associated with the activities included in this Task Order, as needed.

## Article 5. PROJECT TEAM AND ORGANIZATION

The proposed PROJECT team includes the following key members:

| | |
|---|---|
| Construction Manager: | Michael Valdes, DBIA |
| Project Administrator: | James Chapman |
| Contract Support / Utilities: | Jorge Rios |
| Admin Support | Margie Carroll |
| Sr. Construction Inspector: | Rolando Gonzalez, EIT |
| Construction Inspector: | Eduardo Quesada |

This is not an exhaustive list of all ENGINEER staff who will bill to the PROJECT, and the ENGINEER reserves the right to add or replace staff as needed.

## Article 6. SCHEDULE

This task order runs until the Coal Mountain Park Improvements construction is completed, approximately 6 months.

## Article 7. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

As defined in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement between OWNER and ENGINEER dated May 18, 2022, using

Docusign Envelope ID: 4AB4DF39-00B8-48C8-9CC5-3AFF3BA956FA

the ENGINEER's Loaded Hourly Rates for the calendar year in which the work is performed. The Not-To-Exceed Amount for each task is provided in the Cost Summary Table below. The budgeted costs for the work are provided by year, by position, and by task in Exhibit 1.

The total cost for services associated with the Tasks in this proposal are as follows:

| Task | Budget |
|---|---|
| 1. Project Management | $79,992.00 |
| 2. CEI Services | $102,432.00 |
| 2. Materials Testing Allowance | $10,000.00 |
| | |
| **Total Contract Value:** | **$192,424.00** |

ENGINEER will be approved for a Total Task Order Value of $192,424.00 to complete the scope of services. OWNER will be invoiced on a monthly basis at the contract rates in effect at the time the work is performed.

ENGINEER reserves the right to reallocate labor hours and the associated budget among the Tasks as necessary in order to achieve the most efficient project delivery. The total cost for Task Order No. 07 will not exceed **$192,424.00** unless changed by written amendment signed by both Parties.

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**OTHER PROVISIONS**

As provided in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement; this Task Order will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **Forsyth County Board of Commissioners, County Manager**

Dated this _____ day of January, 2025

By:_____

Name Chairman, Forsyth County Board of Commissioners

For the ENGINEER, **Heath & Lineback Engineers, Inc. /BCC Engineering, LLC**,

Dated this 12/11/2024 day of January, 2025

DocuSigned by:

By:_____ Senior Vice President

E53B207AA090463...

Name Title

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Capital Projects Management | **Submitted by:** | James Weldon, Capital Projects Manager |
| **Date Submitted:** | 12/10/2024 | **Presenter:** | James Weldon |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | John Jefferson |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of Change Order #002 with Kevin Price Construction, LLC (Bid 22-64-1514) in the amount of $57,969.53 for the construction of Fire Stations #9 and #15 - Vertical Capital Projects Manager, Department of Capital Projects

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| PF009 | $101,987.24 | $101,987.24 | PF009-CONSTR8-CONTRACT-CNGORDER |
| PF015 | -$44,017.71 | -$44,017.71 | PF015-CONSTR8-CONTRACT-CNGORDER |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: NO
Reviewed by:
Comments:
**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| James Weldon, Capital Projects Management | Created/Initiated - 12/10/2024 |
| John Jefferson, Capital Projects Management | Approved - 12/26/2024 |
| Adrian Casey, Procurement | Approved - 12/31/2024 |
| Rebecca Whitmire, Finance | Approved - 1/1/2025 |
| Barry Lucas, Administration | Approved - 1/3/2025 |
| David McKee, Administration | Final Approval - 1/3/2025 |

**Project:** M - Forsyth County Fire Stations Number 9 & 15
8465 Browns Bridge Road (FS#9) 1721 Trammel Road (FS#15)
Cumming, Georgia 30041
Phone: 404-276-3622

# Change Order #002: Forsyth County Fire Stations Number 9 &15

| | | | |
|---|---|---|---|
| **CONTRACT COMPANY:** | **Kevin Price Construction**<br>2500 Daniels Bridge Road, Bldg. 100, 2nd Floor<br>Athens, Georgia 30606 | **CONTRACT FOR:** | 22-64-1514 :General Contractor |
| **DATE CREATED:** | 3/25/2024 | **CREATED BY:** | James Weldon **(Forsyth County Capital Projects)** |

| | **AMOUNT ($)** | **SCHEDULE (DAYS):** |
|---|---|---|
| **ORIGINAL CONTRACT** | $ 13,899,142.50 | 300 |
| **PREVIOUS CHANGE ORDERS** | ($6,986.95) | 191 |
| **CONTRACT PRIOR TO CURRENT CHANGE ORDER** | $ 13,892,155.55 | 491 |
| **CURRENT CHANGE ORDER** | $ 57,969.53 | 19 days |
| **REVISED CONTRACT INCLUDING CURRENT CHANGE ORDER** | $ 13,950,125.08 | 510 |

**DESCRIPTION:**

**CHANGE ORDER TERMS AND CONDITIONS:**

a.) This Change Order to agreement 22-64-1514 (dated October 6, 2022) supersedes and supplements all portions of and is hereby incorporated as part of Contract Documents.
b.) Where any item called for in the original contract requirements is supplemented hereby, the original requirements shall remain in effect.
c.) Where any original contract requirements are amended, voided, or superseded hereby, the provision of such item not so specifically amended, voided, or superseded shall remain in effect.
d.) All of the following Change Order scope items include full compensation for all labor, equipment, materials, products, tools, plant, erection, application, handling, transportation, installation, services and incidentals, supervision, bonds, insurance, overhead, and profit. No additional fee or costs of any kind shall be added to the scope items included herein.
e.) Potential Change Order (PCO) are attached for accounting purposes only, and shall not amend the scope of this Change Order. All changes amending the Contract scope shall be specifically written in the “CHANGES TO THE SCOPE OF WORK/SERVICES” as follows.

**CHANGES TO THE SCOPE OF WORK:**

a.) All Bulletins 1 through 6 drawings and specification documents for Forsyth County Fire Station numbers 9 and 15 prepared by Croft and Associates, including all additional cost and time extensions, are hereby collectively incorporated as part of the Contract Documents. No additional cost or time extensions for Bulletins 1 through 6 shall be accepted, unless outlined hereafter in the Changes to The Scope Of Work.
b.) Relocate two inch water line along McBride lane.
c.) Cut down tree leaning over the detention pond at fire station 9
d.) Add water heater outlets & credit for conduits & receptacles at fire station 9 & 15.
e.) Add primer for slab moisture mitigation at fire station 9 & 15.
f.) At front of fs9 remove dirt mound, re grade with minimum slope to drain, and replace landscape in kind after utility poles are removed.
g.) Add two spare 4 inch underground telecommunication conduits at fs 9.
h.) Revised landscaping per sheet l1.0, revision 4 “Forsyth county comments” dated 5/1/2024.
i.) Paint RTU's similar color as parapet, per Forsyth county inspectors at fire station 9 & 15.
j.) Add doorbell and emergency call box to fire station 9 & 15.
k.) Furnish and install Kantech card readers in lieu of specified card readers at fire station 9 & 15.
l.) Add Knox switches per Fire Marshall’s request fire station 9 & 15.
m.) Relocate employee parking card reader at fire station 15.
n.) Move outlet boxes for Purvis system and replace block face.
o.) Provide fs#9 network hardware, specified to be provided by owner.
p.) Relocate ice makers to equipment room 119 at fire station 9 & 15.
q.) Additional signs required by Fire Marshall at fire station 9 & 15.

r.) Add fencing around small detention pond at fs 9.
s.) Change kitchen island cabinet height from 36" to 34" at fire station 9 & 15.
t.) Paint ladders to match coping at fire station 9 & 15.
u.) Extend concrete patio at fire station 9.
v.) Remove vegetation, mat and stone fire station 9 ponds.
w.) Paint curbs red per Fire Marshall's at fire station 9 & 15.
x.) Swale drainage changes per sheet c2.6, revision 4 "storm inlet revision" dated 2024-08-07 at fire station 15.
y.) Cut and mulch existing sloped pond bank at fire station 15.
z.) Change type k-1 and j light fixtures to type k light fixtures at fire station 9 & 15.
aa.) Install cove base in locker rooms at fire station 9 & 15.
bb.) Back charge for replacement of gas grill by county. Grill was damaged due to faulty installation at fire station 9.
cc.) Back charge for water service usage by contractor during construction at fire station 9 & 15.
dd.) Credit for balance of all unused unit prices and allowances for fire station 9 & 15.
ee.) Add gear dryer vent to roof at fire station 9 & 15.
ff.) Additional sod added at fire station 9.
gg.) Add ADA handrails at fire station 15.
hh.) Added valve at domestic water bypass.
ii.) After the fact inspections for the maintenance and dumpster structures at fire station 9 & 15.

**CHANGES TO THE TERM OF THE CONTRACT:**
Original Contract Date of Commencement (Date): October 31, 2022
Original Contract Date of Substantial Completion (Date): August 27, 2023
Revised Contract Date of Substantial Completion (Date): March 24, 2024

**ATTACHMENTS:**

## ADDITIONAL FIELDS

| | | | |
|---|---|---|---|
| **ORIGINAL CONTRACT SCHEDULE (DAYS):** | 300 | **PREVIOUS CHANGE ORDERS SCHEDULE (DAYS):** | 191 |
| **CONTRACT PRIOR TO CURRENT CHANGE ORDER SCHEDULE (DAYS):** | 491 | **REVISED CONTRACT INCLUDING CURRENT CHANGE ORDER SCHEDULE (DAYS):** | 510 |

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

| PCO # | Title | Schedule Impact | Amount |
|---|---|---|---|
| 64 | After The Fact Inspections- Dumpsters & Storage Bldgs at FS 9 & 15 | | $5,405.00 |
| 055 | FS#9 Grill Damage | 0 days | ($1,399.00) |
| 056 | Water Service Usage During construction | 0 days | ($2,619.24) |
| 057 | Credit for unused Unit Prices and Allowances, FS#9 | 0 days | ($42,665.37) |
| 058 | Credit for unused Unit Prices and Allowances, FS#15 | 0 days | ($268,571.25) |
| 059 | Add Gear Dryer Vent to Roof Fire Stations 9 & 15 | 0 days | $6,166.30 |
| 060 | SOD added at Fire Station #9 | 0 days | $6,670.00 |
| 061 | Add Handrails to Fire Station #15 | 0 days | $2,359.23 |
| 062 | Design Submittal and Added Valve at Domestic Bypass | 0 days | $6,900.00 |
| 22 | Two Inch Water Line at McBride Lane | | $15,145.50 |
| 23 | Cut down Tree leaning over the detention pond | | $2,990.00 |
| 24 | FS-15 - Water Line Changes | | $57,850.75 |
| 25 | FS-9 Electrical Changes- Add for WH outlets & Credit for Conduits & Receptacles | | ($3,279.00) |

# CO #002

| | | | |
|---|---|---|---|
| 26 | FS-9 -- Slab Moisture Mitigation | | $15,679.10 |
| 27 | FS 15 - Moisture Mitigation in slabs | | $17,979.10 |
| 29 | FS9 Entry- Remove dirt mound, grade & landscape after removing Utility Poles | | $13,110.00 |
| 30 | Add Two Spare Underground TeleCom conduits at FS 9 | | $2,644.47 |
| 32 | Revised Landscaping | 4 days | $21,286.50 |
| 33 | Paint RTU's Per Forsyth County | 0 days | $2,760.00 |
| 35 | Door Bell and Emergency Call | 0 days | $2,724.50 |
| 36 | Change to Duhua Cameras and NVR also Bulletin 4 | 0 days | $15,605.90 |
| 37 | Furnish and Install KanTech Card Readers in lieu of Specified | 0 days | $19,823.82 |
| 38 | Knox Switch Per FM request | 0 days | $653.20 |
| 39 | Relocate Employee Parking Card Reader | 0 days | $2,075.22 |
| 40 | Move Boxes for Purvis/A3 | 0 days | $18,400.00 |
| 41 | FS#9 Network Hardware | 0 days | $10,001.18 |
| 42 | Relocate Ice Maker to Equipment Rm119 | 0 days | $19,144.88 |
| 43 | Signs required by Fire Marshall | 0 days | $1,461.31 |
| 44 | Add Fencing around small detention pond at FS-9 | | $9,803.75 |
| 45 | Change Kitchen Cabinet Height from 36" to 34" | 0 days | $5,189.95 |
| 46 | Paint Ladders to Match coping per Inspector | 0 days | $1,035.00 |
| 47 | Addition to Concrete Patio | 0 days | $1,098.25 |
| 49 | Remove Vegetation, Mat and Stone at Ponds | | $32,862.40 |
| 50 | Extend Red Curb Paint Per Fire Marshall | 0 days | $575.00 |
| 51 | FS-15 - Drainage Changes on 8-7-24 | 0 days | $16,617.50 |
| 52 | Cut and Mulch Existing Sloped Pond Bank | 15 days | $21,562.50 |
| 53 | Change Type K-1 & J Fixtures to Type K fixtures | | $16,898.08 |
| 54 | Cove Base in Locker Rooms Fire Station #9 & #15 | | $4,025.00 |
| | | **Total:** | $57,969.53 |

**OWNER:**

**Forsyth County, Georgia**

**SIGNATURE** **DATE**

**CONTRACT COMPANY:**

**Kevin Price Construction**
2500 Daniels Bridge Road, Bldg. 100, 2nd Floor
Athens, Georgia 30606

George Clackum 12/2/2024

**SIGNATURE** **DATE**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Fire Department | **Submitted by:** | Ryan Eckelberry, Procurement Agent II |
| **Date Submitted:** | 12/11/2024 | **Presenter:** | Barry Head |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Barry Head |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award Quote 25-39-2410 to ACS Landscape Management, Inc. in the amount of $7,346.00 for Lawn Maintenance at the Public Safety Complex for the Fire Department with approval of the associated General Services Agreement - Fire Chief, Fire Department

**Recommended Action:** **Award**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Lawn care | $7,346.00 | $7,346.00 | 27024510.522140 |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES
Reviewed by: Jeff Strickland
Comments:

**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Ryan Eckelberry, Procurement | Created/Initiated - 12/11/2024 |
| Adrian Casey, Procurement | Approved - 12/31/2024 |
| Barry Head, Fire Department | Approved - 12/31/2024 |
| Rebecca Whitmire, Finance | Approved - 1/1/2025 |
| David McKee, Administration | Final Approval - 1/3/2025 |

# GENERAL SERVICES AGREEMENT

## QUOTE NO. 25-39-2410

**THIS GENERAL SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2024 (the "**Effective Date**"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("**County**"), and **ACS LANDSCAPE MANAGEMENT, INC.**, a Georgia Corporation, ("**Contractor**"), collectively, the "**Parties**".

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Lawn Maintenance for the Public Safety Complex; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions [IF APPLICABLE]

**B.** **The Scope of Services.** The services and work to be performed and completed under this Agreement (the "**Work**") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

**C.** **Term of Agreement.**

(1) Contractor shall perform the Work in a prompt and timely manner which will not impose delays. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) December 31st, 2027 (the "**Term**").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

**C.** The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent qualified providers performing similar services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

### B. County's Reliance on the Work.

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services

will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F. Insurance.**

The Contractor shall have and maintain in full force and effect for the duration of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

**G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and

deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no Contractor or Contractor's subcontractor employs unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

**H. <u>Records, Reports and Audits</u>**

(1) <u>Records</u>:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("**Records**") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes

trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K. Key Personnel.** Reserved.

**L. Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O. Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P.** **Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference. [IF APPLICABLE]

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement at any time for convenience by providing written notice thereof to Contractor. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the

respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D. Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E. Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F. Notices.** All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Ryan Eckelberry
Forsyth County Procurement
514 West Maple Street, Suite 104
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Robert Staples, CEO
4042 Chamblee Rd.
Oakwood, Georgia 30566

**G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time

and manner specifically stated.

**H.** **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**I.** **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J.** **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K.** **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**L.** **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**ACS LANDSCAPE MANAGEMENT, INC.**

By: _____
Robert J. Staples, Jr., CEO

[CORPORATE SEAL]

Attest: _____
Deann Staples, Corporate Secretary

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

[COUNTY SEAL]

Attest: _____
County Clerk

**EXHIBIT "A"**

**Scope of Services**

*****MONTHLY SERVICE OF THE FOLLOWING SHOULD BE COMPLETED JANUARY – DECEMBER. A MINIMUM OF TWO (2) VISITS IN THE MONTHS OF NOVEMBER, DECEMBER, JANUARY, AND FEBUARY ARE TO BE COMPLETED. *****

**LOCATION: PUBLIC SAFETY COMPLEX**
**3520 SETTINGDOWN ROAD – CUMMING, GA 30028**

3.2.1 Blow Curbs and Walkways each visit to give a clean appearance.

3.2.2 Hardline edging of curbs, drives, sidewalks, bed lines and paved areas with an edger to be done at minimum every other mowing.

3.2.3 Mow areas every visit during the growing season and as needed in the off season. Mowing height to be 1 – 3".

3.2.4 Prune all plant material as needed during growing season. During off season heavy pruning and rejuvenation work shall be done.

3.2.5 Jobsite to be touched up with a string trimmer where areas are inaccessible.

3.2.6 All litter, trash, debris, leaves, etc. shall be picked up and removed on every scheduled visit. All concrete drainage swales shall be kept clean of leaves and debris.

3.2.7 All shrub beds, tree bases and all open, mulch areas shall be hand weeded and/or chemically treated to maintain a weed free condition. Nonselective herbicides shall be used to treat areas that touch buildings, fences or other obstructions.

## 3.2 Scope of Work Schedule

Work shall be completed during normal business hours M-F, 8am-5pm.

## EXHIBIT "B"

## Compensation of Services

| Item | Quote Schedule 25-39-2410 | | CY 2025 | | | CY 2026 | | | CY 2027 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MONTH OF SERVICE | ESTIMATED NUMBER OF VISITS | PRICE PER VISIT | EXTENDED TOTAL | ESTIMATED NUMBER OF VISITS | PRICE PER VISIT | EXTENDED TOTAL | ESTIMATED NUMBER OF VISITS | PRICE PER VISIT | EXTENDED TOTAL |
| 1 | January | 2 | $ 170.00 | $ 340.00 | 2 | $ 180.00 | $ 360.00 | 2 | $ 185.00 | $ 370.00 |
| 2 | February | 2 | $ 170.00 | $ 340.00 | 2 | $ 180.00 | $ 360.00 | 2 | $ 185.00 | $ 370.00 |
| 3 | March | 4 | $ 170.00 | $ 680.00 | 4 | $ 180.00 | $ 720.00 | 4 | $ 185.00 | $ 740.00 |
| 4 | April | 5 | $ 170.00 | $ 850.00 | 5 | $ 180.00 | $ 900.00 | 5 | $ 185.00 | $ 925.00 |
| 5 | May | 4 | $ 170.00 | $ 680.00 | 4 | $ 180.00 | $ 720.00 | 4 | $ 185.00 | $ 740.00 |
| 6 | June | 4 | $ 170.00 | $ 680.00 | 4 | $ 180.00 | $ 720.00 | 4 | $ 185.00 | $ 740.00 |
| 7 | July | 5 | $ 170.00 | $ 850.00 | 5 | $ 180.00 | $ 900.00 | 5 | $ 185.00 | $ 925.00 |
| 8 | August | 4 | $ 170.00 | $ 696.00 | 4 | $ 180.00 | $ 720.00 | 4 | $ 185.00 | $ 740.00 |
| 9 | September | 5 | $ 170.00 | $ 870.00 | 5 | $ 180.00 | $ 900.00 | 5 | $ 185.00 | $ 925.00 |
| 10 | October | 4 | $ 170.00 | $ 680.00 | 4 | $ 180.00 | $ 720.00 | 4 | $ 185.00 | $ 740.00 |
| 11 | November | 2 | $ 170.00 | $ 340.00 | 2 | $ 180.00 | $ 360.00 | 2 | $ 185.00 | $ 370.00 |
| 12 | December | 2 | $ 170.00 | $ 340.00 | 2 | $ 180.00 | $ 360.00 | 2 | $ 185.00 | $ 370.00 |
| | | | **Total Annual Cost** | $ 7,346.00 | | **Total Annual Cost** | $ 7,740.00 | | **Total Annual Cost** | $ 7,955.00 |

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

| | | |
|---|---|---|
| a) | Workers' Compensation | Statutory Requirement |
| b) | Employer's Liability, per Occurrence | $1,000,000 |

2. Comprehensive General Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Personal & Advertising Injury Limit | $1,000,000 |
| c) | General Aggregate Limit | $2,000,000 |
| d) | Products/Completed Operations Aggregate Limit | $2,000,000 |

3. Comprehensive Automobile Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |

4. Excess Umbrella Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |

## EXHIBIT "D"

### Contractor Affidavit and Agreement

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☑ Fewer than 100 employees

The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

198133
Federal Work Authorization User Identification Number

1/2010
Date of Authorization

ACS Landscape Mgmt Inc
Name of Contractor

Lawn Maintenance for Public Safety Complex
Name of Project

Forsyth County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 11/20, 2024 in Cumming (city), Georgia (state).

Signature of Authorized Officer or Agent

Robert J Stynes
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20 DAY OF NOVEMBER 2024.

Notary Public

[NOTARY SEAL]

KELLY M. GERBER NOTARY PUBLIC HALL COUNTY EXPIRES GEORGIA 10/27/2026

My Commission Expires: 10/27/26

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**EXHIBIT "E"**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires

_____

**EXHIBIT "F"**

**Supplementary Terms and Conditions**

**NONE**

**FORSYTH COUNTY**

**QUOTE NO. 25-39-2410**

**Lawn Maintenance for Public Safety Complex**

****APPARENT QUOTE RESULTS****

| BIDDER | COMPANY | ADDRESS | TOTAL QUOTE CY 2025 | TOTAL QUOTE CY 2026 | TOTAL QUOTE CY 2027 |
|---|---|---|---|---|---|
| 1 | ACS Landscape Management | 4042 Chamblee Rd. Oakwood, GA 30566 | $7,346.00 | $7,740.00 | $7,955.00 |
| 2 | Procuts Lawn Care | 80 Seven Hills Blvd Dallas, GA 30132 | $51,320.07 | $51,320.07 | $51,320.07 |
| 3 | REMS Property Management LLC | 2985 Chardonnay Ln Cumming, GA 30041 | $7,500.00 | $7,722.00 | $7,949.00 |
| 4 | United Land Services | 1285 Turner Rd. Lilburn, GA 30047 | $13,216.48 | $13,216.48 | $13,316.48 |
| 5 | Young Lawn Care LLC | 4457 Snapfinger Bend Decatur, GA 30034 | $619,607.54 | $681,567.95 | $749,724.96 |
| 6 | J4 Logistic Services, LLC. | 2469 Mirror Lake Blvd, Suite 400 Villa Rica, GA 30180 | $86,000.00 | $87,720.00 | $89,474.40 |
| 7 | Tri Scapes, Inc. | 220 Curie Drive Alpharetta, GA 30004 | $17,363.00 | $17,363.00 | $17,363.00 |
| 8 | Mariani Enterprises, LLC. Dba Ed Castro | 1125 Old Ellis Rd. Roswell, GA 30076 | $13,674.00 | $14,104.00 | $14,491.00 |
| 9 | Yellowstone Landscape | 795 Union Hill Rd Alpharetta, GA 30004 | $14,508.80 | $14,944.22 | $15,392.68 |

THESE QUOTES WERE RECEIVED ON NOVEMBER 21, 2024 IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Fire Department | **Submitted by:** | Ryan Eckelberry, Procurement Agent II |
| **Date Submitted:** | 12/12/2024 | **Presenter:** | Barry Head |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Barry Head |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award Quote 25-12-2410 to Fire-Dex GW, LLC dba Gear Wash in the not to exceed amount of $10,000 for calendar year 2025 for the Cleaning and Repairs of Turnout Gear As-Needed for the Fire Department with approval of the associated General Services Agreement - Fire Chief, Fire Department

**Recommended Action:** **Award**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by: Adrian Casey
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: YES
Reviewed by: Jeff Strickland
Comments:
**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Ryan Eckelberry, Procurement | Created/Initiated - 12/12/2024 |
| Adrian Casey, Procurement | Approved - 12/12/2024 |
| Barry Head, Fire Department | Approved - 12/31/2024 |
| Rebecca Whitmire, Finance | Approved - 1/1/2025 |
| David McKee, Administration | Final Approval - 1/3/2025 |

**FORSYTH COUNTY**

**QUOTE NO. 25-12-2410**

## Cleaning and Repairs of Turnout Gear

****APPARENT QUOTE RESULTS****

**Vendor FireDex**

| COAT/DRAG RESCUE DEVICE/HANGING LETTER PATCH | | | |
|---|---|---|---|
| CLEANING & INSPECTING | $ 46.90 | $ 48.30 | $ 49.70 |
| DISINFECTING | $ 35.80 | $ 36.90 | $ 38.00 |
| DECONTAMINATING | $ 32.90 | $ 33.90 | $ 34.90 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| ADVANCED INSPECTION OUTERSHELL | $ 19.60 | $ 20.20 | $ 20.80 |
| ADVANCED LINER INSPECTION | $ 19.60 | $ 20.20 | $ 20.80 |
| MODIFIED LINER INSPECTION | N/A | N/A | N/A |
| PATCH HOLE/TEAR | $ 18.40 | $ 19.00 | $ 19.60 |
| REPLACE VELCRO MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE VELCRO MAJOR | N/A | N/A | N/A |
| REPLACE VELCRO ENTIRE | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE REFLECTIVE TRIM MAJOR | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM ENTIRE | N/A | N/A | N/A |
| RE-STICH TRIM/SEAM | $ 5.80 | $ 6.00 | $ 6.20 |
| SUSP.BTTN/SNAP (1) | $ 5.80 | $ 6.00 | $ 6.20 |
| RIVET (1) | $ 2.00 | $ 2.10 | $ 2.20 |
| D-RING | $ 8.20 | $ 8.40 | $ 8.70 |
| HOOK | $ 8.50 | $ 8.80 | $ 9.10 |
| REPLACE LEATHER CUFFS (1) | $ 17.30 | $ 17.80 | $ 18.30 |
| SMALL THERMAL LINER PATCH | $ 25.50 | $ 26.30 | $ 27.10 |
| LARGE THERMAL LINER PATCH | $ 44.60 | $ 45.90 | $ 47.30 |
| TAPE PIN HOLE(3"TAPE) MOISTURE BARRIER | $ 4.20 | $ 4.30 | $ 4.40 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 10.60 | $ 10.90 | $ 11.20 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | N/A | N/A | N/A |
| SMALL MOISTURE BARRIER PATCH | $ 35.00 | $ 36.10 | $ 37.20 |
| LARGE MOISTURE BARRIER PATCH | $ 41.20 | $ 42.40 | $ 43.70 |

| | | | |
|---|---|---|---|
| MEDIUM MOISTURE BARRIER PATCH | $ 40.20 | $ 41.40 | $ 42.60 |
| CONDEMN | | | |
| CONDEMN -LINER | | | |
| **PANTS/SUSPENDERS** | | | |
| CLEANING & INSPECTION | $ 46.90 | $ 48.30 | $ 49.70 |
| DISINFECTING | $ 35.80 | $ 36.90 | $ 38.00 |
| DECONTAMINATING | $ 32.90 | $ 33.90 | $ 34.90 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| ADVANCED INSPECTION OUTERSHELL | $ 19.60 | $ 20.20 | $ 20.80 |
| ADVANCED LINER INSPECTION | $ 19.60 | $ 20.20 | $ 20.80 |
| MODIFIED LINER INSPECTION | N/A | N/A | N/A |
| PATCH HOLE/TEAR | $ 18.40 | $ 19.00 | $ 19.60 |
| REPLACE VELCRO MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE VELCRO MAJOR | N/A | N/A | N/A |
| REPLACE VELCRO ENTIRE | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM - MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE REFLECTIVE TRIM MAJOR | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM ENTIRE | N/A | N/A | N/A |
| RE-STITCH TRIM/SEAM | $ 5.80 | $ 6.00 | $ 6.20 |
| SUSP.BTTN/SNAP (1) | $ 5.80 | $ 6.00 | $ 6.20 |
| RIVET (1) | $ 2.00 | $ 2.10 | $ 2.20 |
| D-RING | $ 8.20 | $ 8.40 | $ 8.70 |
| HOOK | $ 8.50 | $ 8.80 | $ 9.10 |
| REPLACE LEATHER CUFFS (1) | $ 17.30 | $ 17.80 | $ 18.30 |
| KNEE REINFORCEMENT (1 any type) | $ 31.30 | $ 32.20 | $ 33.20 |
| GEMTOR LOOPS (9) | $ 93.10 | $ 95.90 | $ 98.80 |
| HARNESS LOOP | $ 13.10 | $ 13.50 | $ 13.90 |
| SMALL THERMAL LINER PATCH | $ 25.50 | $ 26.30 | $ 27.10 |
| LARGE THERMAL LINER PATCH | $ 44.60 | $ 45.90 | $ 47.30 |
| TAPE PIN HOLE(3"TAPE)-MOISTURE BARRIER | $ 4.20 | $ 4.30 | $ 4.40 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 10.60 | $ 10.90 | $ 11.20 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | N/A | N/A | N/A |
| SMALL MOISTURE BARRIER PATCH | $ 35.00 | $ 36.10 | $ 37.20 |
| LARGE MOISTURE BARRIER PATCH | $ 41.20 | $ 42.40 | $ 43.70 |
| MED MOISTURE BARRIER PATCH | $ 40.20 | $ 41.40 | $ 42.60 |

| | | | |
|---|---|---|---|
| CONDEMN | - | 0 | 0 |
| CONDEMN - LINER | 0 | 0 | 0 |
| **HELMET/ACCESSORIES** | | | |
| CLEANING & INSPECTION | $ 20.90 | $ 21.50 | $ 22.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **LEATHER BOOTS** | | | |
| CLEANING & INSPECTION | $ 33.00 | $ 34.00 | $ 35.00 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **GLOVES** | | | |
| CLEANING & INSPECTION | $ 6.50 | $ 6.70 | $ 6.90 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **GEMTORS** | | | |
| CLEANING & INSPECTION | $ 10.50 | $ 10.80 | $ 11.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **COVERALLS** | | | |
| CLEANING & INSPECTION | $ 18.00 | $ 18.50 | $ 19.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| CONDEMN | - | 0 | 0 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **VEST** | | | |
| CLEANING & INSPECTION | $ 5.30 | $ 5.50 | $ 5.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **NOMEX HOOD** | | | |
| CLEANING & INSPECTION | $ 4.80 | $ 4.90 | $ 5.00 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |

| | | | |
|---|---|---|---|
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **SCBA MASK** | | | |
| CLEANING & INSPECTION | $ 23.30 | $ 24.00 | $ 24.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 50.50 | $ 52.00 | $ 53.60 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **SCBA HARNESS** | | | |
| CLEANING & INSPECTION | $ 23.30 | $ 24.00 | $ 24.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 114.70 | $ 118.10 | $ 121.60 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **OTHER ITEMS** | | | |
| HOURLY RATE | $ 58.40 | $ 60.20 | $ 62.00 |
| MATERIALS +/- COST | $ 10.60 | $ 10.90 | $ 11.20 |
| Totals $ | $ 1,331.70 | $ 1,371.40 | $ 1,412.20 |

**FORSYTH COUNTY**

**QUOTE NO. 25-12-2410**

## Cleaning and Repairs of Turnout Gear

****APPARENT QUOTE RESULTS****

**Vendor Lion**

| Description | Price CY 2025 | Price CY 2026 | Price CY 2027 |
|---|---|---|---|
| **COAT/DRAG RESCUE DEVICE/HANGING LETTER PATCH** | | | |
| CLEANING & INSPECTING | $ 48.96 | $ 51.41 | $ 53.98 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 67.32 | $ 70.69 | $ 74.22 |
| TREAT FOR WATER REPELLENCY | TBD | TBD | TBD |
| ADVANCED INSPECTION OUTERSHELL | $ 16.00 | $ 16.80 | $ 17.64 |
| ADVANCED LINER INSPECTION | $ 17.28 | $ 18.14 | $ 19.05 |
| MODIFIED LINER INSPECTION | - | - | - |
| PATCH HOLE/TEAR | $ 9.36 | $ 9.83 | $ 10.32 |
| REPLACE VELCRO MINOR | $ 16.32 | $ 17.14 | $ 17.99 |
| REPLACE VELCRO MAJOR | $ 55.20 | $ 57.96 | $ 60.86 |
| REPLACE VELCRO ENTIRE | $ 120.48 | $ 126.50 | $ 132.83 |
| REPLACE REFLECTIVE TRIM MINOR | $ 11.76 | $ 12.35 | $ 12.97 |
| REPLACE REFLECTIVE TRIM MAJOR | $ 58.80 | $ 61.74 | $ 64.83 |
| REPLACE REFLECTIVE TRIM ENTIRE | $ 235.20 | $ 246.96 | $ 259.31 |
| RE-STICH TRIM/SEAM | $ 8.64 | $ 9.07 | $ 9.53 |
| SUSP.BTTN/SNAP (1) | $ 6.40 | $ 6.72 | $ 7.06 |
| RIVET (1) | $ 6.40 | $ 6.72 | $ 7.06 |
| D-RING | $ 10.40 | $ 10.92 | $ 11.47 |
| HOOK | $ 16.00 | $ 16.80 | $ 17.64 |
| REPLACE LEATHER CUFFS (1) | $ 22.08 | $ 23.18 | $ 24.34 |
| SMALL THERMAL LINER PATCH | $ 21.60 | $ 22.68 | $ 23.81 |
| LARGE THERMAL LINER PATCH | $ 28.80 | $ 30.24 | $ 31.75 |
| TAPE PIN HOLE(3"TAPE) MOISTURE BARRIER | $ 8.80 | $ 9.24 | $ 9.70 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 8.80 | $ 9.24 | $ 9.70 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | $ 356.64 | $ 374.47 | $ 393.20 |

| | | | |
|---|---|---|---|
| SMALL MOISTURE BARRIER PATCH | $ 21.60 | $ 22.68 | $ 23.81 |
| LARGE MOISTURE BARRIER PATCH | $ 36.00 | $ 37.80 | $ 39.69 |
| MEDIUM MOISTURE BARRIER PATCH | $ 28.80 | $ 30.24 | $ 31.75 |
| CONDEMN | - | - | - |
| CONDEMN -LINER | - | - | - |
| **PANTS/SUSPENDERS** | | | |
| CLEANING & INSPECTION | $ 48.96 | $ 51.41 | $ 53.98 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 67.32 | $ 70.69 | $ 74.22 |
| TREAT FOR WATER REPELLENCY | TBD | TBD | TBD |
| ADVANCED INSPECTION OUTERSHELL | $ 16.00 | $ 16.80 | $ 17.64 |
| ADVANCED LINER INSPECTION | $ 17.28 | $ 18.14 | $ 19.05 |
| MODIFIED LINER INSPECTION | - | - | - |
| PATCH HOLE/TEAR | $ 9.36 | $ 9.83 | $ 10.32 |
| REPLACE VELCRO MINOR | $ 16.32 | $ 17.14 | $ 17.99 |
| REPLACE VELCRO MAJOR | $ 30.96 | $ 32.51 | $ 34.13 |
| REPLACE VELCRO ENTIRE | $ 63.60 | $ 66.78 | $ 70.12 |
| REPLACE REFLECTIVE TRIM - MINOR | $ 11.76 | $ 12.35 | $ 12.97 |
| REPLACE REFLECTIVE TRIM MAJOR | $ 23.52 | $ 24.70 | $ 25.93 |
| REPLACE REFLECTIVE TRIM ENTIRE | $ 47.04 | $ 49.39 | $ 51.86 |
| RE-STITCH TRIM/SEAM | $ 8.64 | $ 9.07 | $ 9.53 |
| SUSP.BTTN/SNAP (1) | $ 6.40 | $ 6.72 | $ 7.06 |
| RIVET (1) | $ 6.40 | $ 6.72 | $ 7.06 |
| D-RING | $ 10.40 | $ 10.92 | $ 11.47 |
| HOOK | $ 16.00 | $ 16.80 | $ 17.64 |
| REPLACE LEATHER CUFFS (1) | $ 26.88 | $ 28.22 | $ 29.64 |
| KNEE REINFORCEMENT (1 any type) | $ 160.56 | $ 168.59 | $ 177.02 |
| GEMTOR LOOPS (9) | $ 17.84 | $ 18.73 | $ 19.67 |
| HARNESS LOOP | $ 17.84 | $ 18.73 | $ 19.67 |
| SMALL THERMAL LINER PATCH | $ 21.60 | $ 22.68 | $ 23.81 |
| LARGE THERMAL LINER PATCH | $ 28.80 | $ 30.24 | $ 31.75 |
| TAPE PIN HOLE(3"TAPE)-MOISTURE BARRIER | $ 8.80 | $ 9.24 | $ 9.70 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 8.80 | $ 9.24 | $ 9.70 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | $ 356.64 | $ 374.47 | $ 393.20 |
| SMALL MOISTURE BARRIER PATCH | $ 21.60 | $ 22.68 | $ 23.81 |

| | | | |
|---|---|---|---|
| LARGE MOISTURE BARRIER PATCH | $ 36.00 | $ 37.80 | $ 39.69 |
| MED MOISTURE BARRIER PATCH | $ 28.80 | $ 30.24 | $ 31.75 |
| CONDEMN | - | - | - |
| CONDEMN - LINER | - | - | - |
| **HELMET/ACCESSORIES** | | | |
| CLEANING & INSPECTION | $ 27.20 | $ 28.56 | $ 29.99 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 27.20 | $ 28.56 | $ 29.99 |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **LEATHER BOOTS** | | | |
| CLEANING & INSPECTION | $ 23.80 | $ 24.99 | $ 26.24 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 23.80 | $ 24.99 | $ 26.24 |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **GLOVES** | | | |
| CLEANING & INSPECTION | $ 10.88 | $ 11.42 | $ 12.00 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 10.88 | $ 11.42 | $ 12.00 |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **GEMTORS** | | | |
| CLEANING & INSPECTION | - | - | - |
| DISINFECTING | - | - | - |
| DECONTAMINATING | - | - | - |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **COVERALLS** | | | |
| CLEANING & INSPECTION | $ 22.44 | $ 23.56 | $ 24.74 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | - | - | - |
| CONDEMN | - | - | - |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **VEST** | | | |
| CLEANING & INSPECTION | $ 10.20 | $ 10.71 | $ 1,125.00 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | - | - | - |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **NOMEX HOOD** | | | |
| CLEANING & INSPECTION | $ 6.80 | $ 7.14 | $ 7.50 |

| | | | |
|---|---|---|---|
| DISINFECTING | - | - | - |
| DECONTAMINATING | $ 6.80 | $ 7.14 | $ 7.50 |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **SCBA MASK** | | | |
| CLEANING & INSPECTION | $ 14.28 | $ 14.99 | $ 15.74 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | - | - | - |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **SCBA HARNESS** | | | |
| CLEANING & INSPECTION | $ 5.44 | $ 5.71 | $ 6.00 |
| DISINFECTING | - | - | - |
| DECONTAMINATING | - | - | - |
| TREAT FOR WATER REPELLENCY | - | - | - |
| **OTHER ITEMS** | | | |
| HOURLY RATE | - | - | - |
| MATERIALS +/- COST | - | - | - |
| Totals $ | $ 2,561.48 | $ 2,689.54 | $ 2,824.08 |

# GENERAL SERVICES AGREEMENT

## QUOTE NO. 25-12-2410

**THIS GENERAL SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2024 (the "**Effective Date**"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("**County**"), and **FIRE-DEX GW, LLC**, an Ohio Limited Liability Company, ("**Contractor**"), collectively, the "**Parties**".

**WITNESSETH THAT:**

**WHEREAS** the County desires to retain Contractor to provide certain services generally described as Cleaning and Repairs of Turnout Gear As Needed for Forsyth County Fire Department; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions [IF APPLICABLE]

**B.** **The Scope of Services.** The services and work to be performed and completed under this Agreement (the "**Work**") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

**C.** **Term of Agreement.**

(1) Contractor shall perform the Work in a prompt and timely manner which will not impose delays. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) December 31st, 2027 (the "**Term**").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. The contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number, and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

**C.** The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by the Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent qualified providers performing similar services under similar conditions and circumstances. Any additional work or costs incurred because of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

### B. County's Reliance on the Work.

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. The contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services

will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F. Insurance.**

The Contractor shall have and maintain in full force and effect for the duration of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

**G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and

deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no Contractor or Contractor's subcontractor employs unauthorized aliens on County contracts. By entering a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

**H. <u>Records, Reports and Audits</u>**

(1) <u>Records</u>:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("**Records**") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes

trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K. Key Personnel.** Reserved.

**L. Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County, provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O. Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County.

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P.** **Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference. [IF APPLICABLE]

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). The contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of the County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that the Contractor has acted in a grossly negligent manner in the performance of its obligations here under, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement at any time for convenience by providing written notice thereof to Contractor. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the

respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D. Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E. Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless the Contractor provides evidence that no such license is required.

**F. Notices.** All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Ryan Eckelberry
514 West Maple Street, Suite 104
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Patricia A. McIntyre
289 South Culver Street
Lawrenceville, Georgia 30046

**G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver

shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**I. Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K. Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such an event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**L. Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**FIRE-DEX GW, LLC**

By: ADelongelio

Manager or member

Witnessed: 12/11/24

Signature: [signature]

Print Name: Elizabeth Holecek

Title: Finance Manager

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____

Alfred John, Chairman

[COUNTY SEAL]

Attest: _____

County Clerk

**EXHIBIT "A"**

**Scope of Services**

*To provide all materials, equipment and labor for as-needed cleaning and repairs of Turn-Out Gear for the Forsyth County Fire Department. Supplier must meet NFPA 1851 for Standard Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. Supplier must provide proof with solicitation response that your firm meets these qualifications.*

3.2 **Scope of Work**

3.2.1 Vendor shall have the capability of providing decontamination, cleaning, waterproofing, disinfection, testing and repair services which are compliant with all applicable, current NFPA standards for the quantities of "firefighting protective clothing and accessories" as specified in this proposal.

3.2.2 Vendor must be knowledgeable of all current NFPA standards and must be capable of inspecting all gear and accessories for non-compliance, identifying gear which is unsafe and determining when such services are not cost effective.

3.3 **Previsions**

3.3.1 **Inspections -** Vendor must be aware of all current NFPA protective clothing standards and must inspect garments accordingly. The vendor will notify the appropriate FCFD staff when it is not cost-effective to renovate gear and recommend that it be condemned and replaced. The vendor will also provide a detailed estimate of repairs to the appropriate FCFD staff prior to making any repairs. The vendor will provide documentation of all repairs/cleaning and inspections for each item. Advanced inspections will be conducted on all items sent for service that have been exposed to hazardous materials.

3.3.2 **Decontamination –** Vendor must be capable of providing decontamination services for protective clothing and accessories which have been directly exposed or are suspected of having been contaminated with hazardous materials (e.g. insecticides, pesticides, asbestos, acids and other hazardous chemicals, materials, etc.)

3.3.3 **Disinfection-** Vendor must be capable of providing disinfection services for protective clothing and accessories that have been directly exposed

or are suspected of being contaminated with body fluids or known blood borne pathogen.

3.3.4 **Cleaning** - Vendor must be capable of providing cleaning services for protective clothing and accessories soiled during the normal course of firefighting activities. (i.e. soot, dirt, smoke, perspiration, tar oil, fuel oils, grease, resins, animal fats and paint.)

3.3.5 **Repair -** Vendor must be capable of providing a full range of repair services for protective clothing, including rips, tears, burn holes, reflective trim, leather reinforcement, hardware, liner repairs, alterations and any custom work which is required

3.3.6 **Water Repellence -** Vendor must be capable of providing treatment for water repellency consistent with industry standards and at a level consistent with the water repellency originally provided by the garment manufacturer.

3.4 **Cleaning Specifications -** Vendor must have the ability to decontaminate, clean and disinfect all protective clothing and accessories such as coats, pants, helmets, boots, gloves, hoods, coveralls, vests, gentor harness, scba masks, air packs and hoses.

3.4.1 Vendor's cleaning process must be approved and recommended by all major fiber, liner and turnout gear manufacturers.

3.4.2 Vendor must be capable of providing cleaning services for all types of outer shell, moisture barrier, and thermal liner combinations.

3.4.3 Vendor shall reapply water repellant to each garment after cleaning.

3.4.4 Vendors cleaning process must be compliant with current NFPA standards and manufacturer's guidelines.

3.4.5 Vendor shall not make use of chlorine, caustic detergents, solvents, or any other chlorinated solvent that would damage or degrade the fire-retardant fibers, liner materials, reflective trim, hardware or leather reinforcements.

3.4.6 Vendor shall employ no procedures which produce or contribute to garment shrinkage.

3.4.7 Vendor must show proof that their process and materials will not harm the fire retardancy of the protective clothing nor will it void the manufacturer's warranty.

3.4.8 Vendor shall not use temperatures exceeding 110 degrees Fahrenheit (110f) in their cleaning process.

Vendor shall hang dry all garments (not exposed to direct sunlight) and will not use high heat or tumble-drying systems.

3.4.9 Vendor shall be responsible for the proper disposal of all contaminants removed from the garments along with effluents in accordance with local, state and federal regulations.

## 3.5 **Repair Specifications**

3.5.1 All repairs must be made in accordance with the manufacturer's guidelines to help meet or exceed NFPA standards.

3.5.2 All materials will be NFPA compliant and third-party certified.

3.5.3 All thread used shall be 100% Nomex, or equivalent, and must meet "major a seam" requirements.

3.5.4 Vendor must be capable of providing a full range of repair services including the following:

- 3.5.4.1 Replacement of reflective trim.
- 3.5.4.2 Replacement of leather reinforcements.
- 3.5.4.3 Repair of rips, tears, and burn holes.
- 3.5.4.4 Repair and/or replacement of hardware.
- 3.5.4.5 Replacement of repair or Velcro closures. If the Velcro in the storm flap of the coat is to be replaced, with black Velcro or equal is to be used.
- 3.5.4.6 Additions of all types of pockets.
- 3.5.4.7 Repair of both moisture barrier and thermal liner materials.
- 3.5.4.8 Custom alterations (i.e. lengthen and shorten coats, sleeves, pant legs, waist adjustments.

3.5.5 The successful bidder shall be required to submit a detailed cost estimate and receive authorization from the appropriate FCFD staff, prior to initiating any work.

## 3.6 **Testing**

3.6.1 Vendor must have the capability of performing appropriate tests to determine the nature and the level of contaminants found and the stability of the garments.

3.6.2 Vendor must be capable of providing NFPA 5903 vertical flame tests to ensure the protective clothing meets NFPA specifications regarding after flame char length.

3.6.3 Vendor must be capable of providing other NFPA compliant tests such as thermal protective performance and trap-tear test.

3.7 **Emergency Response**

3.7.1 Vendor must provide a twenty-four (24) hours emergency access telephone number.

3.7.2 Vendor must be capable of responding to an emergency for decontamination of protective clothing within twelve (12) hours of notification.

3.7.3 Vendor must be capable of providing emergency loaner gear for the number of garments that are being cleaned and repaired.

3.8 **Shipping**

3.8.1 Vendor will provide shipping containers with labels for the transport of soiled protective clothing to be cleaned, as well as appropriate packaging for the return of cleaned/repaired gear.

3.8.2 Bid prices submitted must be FOB destination, freight allowed, and inclusive of all charges for shipping, handling, freight, packaging, etc. Forsyth County will pay only those charges specifically detailed herein.

**EXHIBIT "B"**

**Compensation of Services**

**FORSYTH COUNTY**

**QUOTE Schedule NO. 25-12-2410**

**Cleaning and Repairs of Turnout Gear**

| **COAT/DRAG RESCUE DEVICE/HANGING LETTER PATCH** | | | |
|---|---|---|---|
| CLEANING & INSPECTING | $ 46.90 | $ 48.30 | $ 49.70 |
| DISINFECTING | $ 35.80 | $ 36.90 | $ 38.00 |
| DECONTAMINATING | $ 32.90 | $ 33.90 | $ 34.90 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| ADVANCED INSPECTION OUTERSHELL | $ 19.60 | $ 20.20 | $ 20.80 |
| ADVANCED LINER INSPECTION | $ 19.60 | $ 20.20 | $ 20.80 |
| MODIFIED LINER INSPECTION | N/A | N/A | N/A |
| PATCH HOLE/TEAR | $ 18.40 | $ 19.00 | $ 19.60 |
| REPLACE VELCRO MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE VELCRO MAJOR | N/A | N/A | N/A |
| REPLACE VELCRO ENTIRE | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE REFLECTIVE TRIM MAJOR | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM ENTIRE | N/A | N/A | N/A |
| RE-STICH TRIM/SEAM | $ 5.80 | $ 6.00 | $ 6.20 |
| SUSP.BTTN/SNAP (1) | $ 5.80 | $ 6.00 | $ 6.20 |
| RIVET (1) | $ 2.00 | $ 2.10 | $ 2.20 |
| D-RING | $ 8.20 | $ 8.40 | $ 8.70 |
| HOOK | $ 8.50 | $ 8.80 | $ 9.10 |
| REPLACE LEATHER CUFFS (1) | $ 17.30 | $ 17.80 | $ 18.30 |
| SMALL THERMAL LINER PATCH | $ 25.50 | $ 26.30 | $ 27.10 |

| | | | |
|---|---|---|---|
| LARGE THERMAL LINER PATCH | $ 44.60 | $ 45.90 | $ 47.30 |
| TAPE PIN HOLE(3"TAPE) MOISTURE BARRIER | $ 4.20 | $ 4.30 | $ 4.40 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 10.60 | $ 10.90 | $ 11.20 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | N/A | N/A | N/A |
| SMALL MOISTURE BARRIER PATCH | $ 35.00 | $ 36.10 | $ 37.20 |
| LARGE MOISTURE BARRIER PATCH | $ 41.20 | $ 42.40 | $ 43.70 |
| MEDIUM MOISTURE BARRIER PATCH | $ 40.20 | $ 41.40 | $ 42.60 |
| CONDEMN | | | |
| CONDEMN -LINER | | | |
| **PANTS/SUSPENDERS** | | | |
| CLEANING & INSPECTION | $ 46.90 | $ 48.30 | $ 49.70 |
| DISINFECTING | $ 35.80 | $ 36.90 | $ 38.00 |
| DECONTAMINATING | $ 32.90 | $ 33.90 | $ 34.90 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| ADVANCED INSPECTION OUTERSHELL | $ 19.60 | $ 20.20 | $ 20.80 |
| ADVANCED LINER INSPECTION | $ 19.60 | $ 20.20 | $ 20.80 |
| MODIFIED LINER INSPECTION | N/A | N/A | N/A |
| PATCH HOLE/TEAR | $ 18.40 | $ 19.00 | $ 19.60 |
| REPLACE VELCRO MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE VELCRO MAJOR | N/A | N/A | N/A |
| REPLACE VELCRO ENTIRE | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM - MINOR | $ 5.80 | $ 6.00 | $ 6.20 |
| REPLACE REFLECTIVE TRIM MAJOR | N/A | N/A | N/A |
| REPLACE REFLECTIVE TRIM ENTIRE | N/A | N/A | N/A |
| RE-STITCH TRIM/SEAM | $ 5.80 | $ 6.00 | $ 6.20 |
| SUSP.BTTN/SNAP (1) | $ 5.80 | $ 6.00 | $ 6.20 |

| | | | |
|---|---|---|---|
| RIVET (1) | $ 2.00 | $ 2.10 | $ 2.20 |
| D-RING | $ 8.20 | $ 8.40 | $ 8.70 |
| HOOK | $ 8.50 | $ 8.80 | $ 9.10 |
| REPLACE LEATHER CUFFS (1) | $ 17.30 | $ 17.80 | $ 18.30 |
| KNEE REINFORCEMENT (1 any type) | $ 31.30 | $ 32.20 | $ 33.20 |
| GEMTOR LOOPS (9) | $ 93.10 | $ 95.90 | $ 98.80 |
| HARNESS LOOP | $ 13.10 | $ 13.50 | $ 13.90 |
| SMALL THERMAL LINER PATCH | $ 25.50 | $ 26.30 | $ 27.10 |
| LARGE THERMAL LINER PATCH | $ 44.60 | $ 45.90 | $ 47.30 |
| TAPE PIN HOLE(3"TAPE)-MOISTURE BARRIER | $ 4.20 | $ 4.30 | $ 4.40 |
| RESEAL SEAM ON MOISTURE BARRIER PER 10" | $ 10.60 | $ 10.90 | $ 11.20 |
| FULL LINER SYSTEM REPLACEMENT BASED ON NFPA 1851 STANDARDS | N/A | N/A | N/A |
| SMALL MOISTURE BARRIER PATCH | $ 35.00 | $ 36.10 | $ 37.20 |
| LARGE MOISTURE BARRIER PATCH | $ 41.20 | $ 42.40 | $ 43.70 |
| MED MOISTURE BARRIER PATCH | $ 40.20 | $ 41.40 | $ 42.60 |

| | | | |
|---|---|---|---|
| CONDEMN | - | 0 | 0 |
| CONDEMN - LINER | 0 | 0 | 0 |
| **HELMET/ACCESSORIES** | | | |
| CLEANING & INSPECTION | $ 20.90 | $ 21.50 | $ 22.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **LEATHER BOOTS** | | | |
| CLEANING & INSPECTION | $ 33.00 | $ 34.00 | $ 35.00 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **GLOVES** | | | |
| CLEANING & INSPECTION | $ 6.50 | $ 6.70 | $ 6.90 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |

| | | | |
|---|---|---|---|
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **GEMTORS** | | | |
| CLEANING & INSPECTION | $ 10.50 | $ 10.80 | $ 11.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **COVERALLS** | | | |
| CLEANING & INSPECTION | $ 18.00 | $ 18.50 | $ 19.10 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| CONDEMN | - | 0 | 0 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **VEST** | | | |
| CLEANING & INSPECTION | $ 5.30 | $ 5.50 | $ 5.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **NOMEX HOOD** | | | |
| CLEANING & INSPECTION | $ 4.80 | $ 4.90 | $ 5.00 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 1.00 | $ 1.00 | $ 1.00 |

| | | | |
|---|---|---|---|
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **SCBA MASK** | | | |
| CLEANING & INSPECTION | $ 23.30 | $ 24.00 | $ 24.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 50.50 | $ 52.00 | $ 53.60 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **SCBA HARNESS** | | | |
| CLEANING & INSPECTION | $ 23.30 | $ 24.00 | $ 24.70 |
| DISINFECTING | $ 1.00 | $ 1.00 | $ 1.00 |
| DECONTAMINATING | $ 114.70 | $ 118.10 | $ 121.60 |
| TREAT FOR WATER REPELLENCY | N/A | N/A | N/A |
| **OTHER ITEMS** | | | |

| | | | |
|---|---|---|---|
| HOURLY RATE | $ 58.40 | $ 60.20 | $ 62.00 |
| MATERIALS +/- COST | $ 10.60 | $ 10.90 | $ 11.20 |
| Totals $ | $ 1,331.70 | $ 1,371.40 | $ 1,412.20 |

## EXHIBIT "C"

## INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

| | | |
|---|---|---|
| a) | Workers' Compensation | Statutory Requirement |
| b) | Employer's Liability, per Occurrence | $1,000,000 |

2. Comprehensive General Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Personal & Advertising Injury Limit | $1,000,000 |
| c) | General Aggregate Limit | $2,000,000 |
| d) | Products/Completed Operations Aggregate Limit | $2,000,000 |

3. Comprehensive Automobile Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |

4. Excess Umbrella Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |

5. Cyber Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence | $1,000,000 |
| b) | Aggregate Limit | $3,000,000 |

# EXHIBIT "D"

## Contractor Affidavit and Agreement

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☒ 100 or more employees ☐ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

11815
Federal Work Authorization User Identification Number

08/26/2019
Date of Authorization

Fire-Dex GW, LLC dba Gear Wash
Name of Contractor

#25-12-2410
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

Executed on 9/18, 2024 in Denville (city), NJ (state).

Signature of Authorized Officer or Agent

Allison DeCongelio, Contract Adminis
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF September 2024.

Notary Public

[NOTARY SEAL]

My Commission Expires: 10/02/2028

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

SHILPA KAURA
Notary Public, State of New Jersey
My Commission Expires Oct 2, 2028

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**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

## SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
_____

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

**EXHIBIT "F"**

**Supplementary Terms and Conditions**

**NONE**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Parks & Recreation | **Submitted by:** | Joy Walker, Grant Coordinator |
| **Date Submitted:** | 12/30/2024 | **Presenter:** | Kirk Franz |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Kirk Franz |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board authorization to accept the award of the Atlanta Hawks Foundation FY24 GRPA-Hawks Partnership Grant in the amount of $2,380.00, with no required match, with approval of a Budget Resolution – Director, Parks and Recreation

**Recommended Action:** **Accept**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**YES/NO**: yes
Reviewed by: Greg Mayfield
Comments:
**Comments by Legal:** approved on December 27th

**Workflow Selected:** **ACM TT Approval w/ Finance Review**

**Approval List:**

| | |
|---|---|
| Joy Walker, Finance | Created/Initiated - 12/30/2024 |
| Kirk Franz, Parks & Recreation | Approved - 12/30/2024 |
| Rebecca Whitmire, Finance | Approved - 1/6/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/6/2025 |
| David McKee, Administration | Final Approval - 1/7/2025 |

**A RESOLUTION**
**BY**
**THE BOARD OF COMMISSIONERS**
**OF**
**FORSYTH COUNTY, GEORGIA**

WHEREAS, the Forsyth County Board of Commissioners is the governing authority of Forsyth County, Georgia;

WHEREAS, the Forsyth County Board of Commissioners is charged to establish a budget for the offices, departments and agencies that comprise Forsyth County government as outlined in O.C.G.A. § 36-81-1, et.seq.;

WHEREAS, the offices, departments and agencies listed in Exhibit A request approval by the Forsyth County Board of Commissioners to amend the adopted operating budget for Forsyth County for the year 2025;

WHEREAS, these requests are for non-budgeted items, and therefore a budget resolution amending the fiscal year 2025 budget to reflect an increase in revenue and expense as reflected in Exhibit A is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners does hereby amend the fiscal year 2025 budget to reflect the revenue and expenses as set forth in Exhibit A.

This_____day of _____ 2025.

FORSYTH COUNTY BOARD OF COMMISSIONERS

_____
Alfred John, Chair

_____
Kerry Hill, Vice Chair

_____
Laura Semanson, Secretary

_____
Todd Levent, Member

_____
Mendy Moore, Member

ATTEST:

_____
Clerk to the Board

*For an approved Resolution of the Board of Commissioners, all Board members execute the Resolution irrespective of whether a particular member was in attendance for the vote or whether that particular member voted against the action*

# EXHIBIT A

| | | | |
|---|---|---|---|
| REVENUE | | | |
| 25052120-371000-GHAWK | Contrib and Donat-Private Srcs | $ 2,380.00 | Increase |
| EXPENDITURE | | | |
| 25052120.531700.GHAWK | Other Operating Supplies | $ 2,380.00 | Increase |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Emergency Management Agency | **Submitted by:** | Thomas Cisco, EMA Director |
| **Date Submitted:** | 12/18/2024 | **Presenter:** | Thomas Cisco |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Thomas Cisco |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval of the 2025 Annual Service Agreement with Motorola Solutions Inc. in the amount of $850,615.82 for the Radio Systems Tower Locations and Public Safety Radio Equipment for the Emergency Management Agency with approval of the associated Service Agreement - Director, Emergency Management Agency

**Recommended Action:** **Approve**

**Budgetary Information:**

| Account Name | Amount Requested | Budgeted Amount Available | Account Number To Be Charged |
|---|---|---|---|
| Maint Agree-Comm Equipment | $850,615.82 | $890,000.00 | 10023800/522254/MTRLA |

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: Yes
Reviewed by: Joshua Jones
Comments: Approved

**Comments by Legal:**

**Workflow Selected:** **CM Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Thomas Cisco, Emergency Management Agency | Created/Initiated - 12/18/2024 |
| Thomas Cisco, Emergency Management Agency | Approved - 12/18/2024 |
| Adrian Casey, Procurement | Approved - 12/20/2024 |
| Rebecca Whitmire, Finance | Approved - 12/23/2024 |
| David McKee, Administration | Final Approval - 1/3/2025 |

MOTOROLA SOLUTIONS

# SERVICE AGREEMENT

*500 W Monroe St*
*Chicago, IL 60661*
*(800) 247-2346*

Contract Number: USC000002517
Contract Modifier: R27-JUN-24 12:36:42

Date: 27-SEP-2024

| | |
|---|---|
| Company Name: | Forsyth County |
| Attn.: | Christopher O'Connor |
| Billing Address: | 3520 Setting Down Rd |
| City, State, Zip Code: | Cumming, GA 30028 |
| Customer Contact: | Christopher O'Connor |
| Phone: | 6786301665 |

| | |
|---|---|
| P.O.#: | N/A |
| Customer #: | 1012538370 |
| Bill to Tag#: | 0030 |
| Contract Start Date: | 01-JAN-2025 |
| Contract End Date: | 31-DEC-2025 |
| Payment Cycle: | ANNUALLY |
| Currency: | USD |

| QTY | MODEL/OPTION | SERVICES DESCRIPTION | MONTHLY EXT | EXTENDED AMT |
|---|---|---|---|---|
| | | ***** Recurring Services ***** | | |
| | LSV01S01109A | ASTRO SYSTEM ADVANCED PLUS PACKAGE | | |
| | LSV01S01723A | ONSITE RESPONSE-LOCAL DISPATCH-LEGACY | | |
| | LSV01S02973A | ACTIVE-EYE MANAGED DETECTION AND RESPONSE- FOR ASTRO | | |
| | SVC01SVC0336A | NETWORK PREVENTIVE MAINT-LEVEL 2 | | |
| | SVC01SVC1405C | NETWORK PREVENTATIVE MAINTENANCE-LEGACY | | |
| | SVC01SVC2012C | CONTRACT ADMINISTRATION SERVICE | | |
| | SVC01SVC2012C | SHARED SYSTEM MANAGER | | |
| | SVC02SVC0001C | MICROWAVE SERVICES | | |
| | SVC02SVC0018C | HVAC MAINTENANCE-CUSTOM SOW | | |
| | SVC02SVC0019C | GENERATOR MAINTENANCE-CUSTOM SOW | | |
| | SVC02SVC0020C | UPS MAINTENANCE-CUSTOM SOW | | |
| | SVC02SVC0201A | ASTRO SUA II UO IMPLEMENTATION SERVICES | | |
| | SVC02SVC0343A | RELEASE IMPACT TRAINING | | |
| | SVC02SVC0344A | RELEASE IMPLEMENTATION TRAINING | | |
| | SVC02SVC0433A | ASTRO SUA II FIELD IMPLEMENTATN SVC | | |
| | SVC02SVC0661A | SMARTNET/CONVENTIONAL INFRASTRUCTURE REPAIR | | |
| | SVC04SVC0169A | SYSTEM UPGRADE AGREEMENT II | | |

| | | | |
|---|---|---|---|
| | Sub Total | | $850,615.82 |
| | Taxes | | $0.00 |
| | Grand Total | | $850,615.82 |

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

**I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.**

| AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE |
|---|---|---|
| | | |

CUSTOMER (PRINT NAME)

| Carrie LaBasco | Regional Services Manager | 10.25.2024 |
|---|---|---|
| MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE |
| Carrie La Basco | 704-302-5412 | |
| MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE | |

Company Name: Forsyth County
Contract Number: USC000002517
Contract Modifier: R27-JUN-24 12:36:42
Contract Start Date: 01-JAN-2025
Contract End Date: 31-DEC-2025

# Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and Forsyth County, Georgia, a political subdivision of the State of Georgia ("Customer") hereby agree as follows:

**Section 1. APPLICABILITY**
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

**Section 2. DEFINITIONS AND INTERPRETATION**
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (3) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

**Section 3. ACCEPTANCE**
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

**Section 4. SCOPE OF SERVICES**
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. This Agreement contemplates the Services provided in the following attached statements of work: (1) Motorola Customer Support Plan; (2) Advanced Plus Services; (3) Network Monitoring and Customer Technician Dispatch; (4) Performance Management Reports Service; (5) System Manager Service; (6) SP-Microwave Services; and (7) Local Repair and OnSite Response. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. The cost related to any additional services shall be estimated and agreed to in writing before any associated work begins therewith.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the

Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice, and Motorola will refund, on a pro rata basis, the portion of fees paid for Service related to such Equipment for the period of time beginning the month following Motorola's receipt of notice and ending the date the Term expires.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment. If Motorola determines that such modifications related to the scope of Services, removal of Equipment, or increase in prices are necessary, Motorola must, prior to making such modifications, either (1) obtain approval in writing from Customer of any such modification, or (2) if Customer does not approve a modification, immediately terminate Customer's obligation to pay Service fees related to such Equipment and refund, on a pro rata basis, the portion of fees paid for Service related to such Equipment for the period of time beginning the date such Equipment is removed from the Agreement and ending the date the Term expires.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

**Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other Force Majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**Section 6. TIME AND PLACE OF SERVICE**

6.1 Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Prior to performing Service at the Customer's location, Motorola will inspect the work site and advise Customer of any apparent hazards or deficiencies. If Motorola does not advise Customer of any apparent hazards or deficiencies prior to performing the Service, Motorola shall be deemed to have accepted the site conditions. Other than such acceptance of any apparent hazards or deficiencies, waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement; but no component of this Agreement shall be deemed a waiver of Customer's sovereign immunity. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.

Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses, so long as such charges and expenses are agreed to in writing by Customer prior to being incurred.

6.2 Motorola shall be liable to Customer for damages to property resulting from negligence by Motorola or any of Motorola's employees, contractors, or subcontractors. When such damage is alleged, Motorola shall have the opportunity to make proper and reasonable investigation to determine whether damage to the work site(s), or other property belonging to Customer or under Customer's custody and control, resulted from negligence by Motorola or any of Motorola's employees, contractors, or subcontractors. After such opportunity for investigation is provided, and once it is reasonably determined that the damage did result from negligence by Motorola or any of Motorola's employees, contractors, or subcontractors, Motorola shall be responsible for making reparations to the damaged work site(s), or other property belonging to Customer

or under Customer's custody and control.

**Section 7. CUSTOMER CONTACT**
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. INVOICING AND PAYMENT**
8.1 Motorola will invoice Customer in advance for each payment period and Customer will pay prior to the start of service. All other charges, which shall be agreed to in writing before being incurred, will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

**Section 9. WARRANTY**
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro- rata basis, the fees paid for the non-conforming Service, including the portion of fees paid related to the respective Equipment for the month in which the non-conforming Service was rendered if the equipment was out of use for over thirty (30) days. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval; provided, however, that such approval shall not be unreasonably withheld. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3. The Customer agrees to give thirty (30) day notice to Motorola prior to termination of this Agreement. In the event of any early termination of this Agreement, including but not limited to the terms under this Section 10 of this Agreement, Motorola will refund, on a pro rata basis, the portion of fees paid for Service beginning the date of termination and ending the date the Term would have otherwise expired.

**Section 11. INDEMNIFICATION AND LIMITATION OF LIABILITY**

11.1 Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees, or agents, while performing their duties under this Agreement. Nothing in this Agreement shall be construed as creating any individual or personal liability on the part of any Customer employee, officer, director, or agent. This indemnification provision will survive the expiration or

termination of this Agreement for any claims that may be filed after the expiration or termination date of the Agreement, provided that the claims are based upon or arise out of actions that occurred during performance of this Agreement.

11.2 Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. The above notwithstanding, Motorola acknowledges that Customer’s disclosure of documentation is governed by Georgia’s Open Records Act, and Motorola further acknowledges that if Motorola submits records containing trade secret information, and if Motorola wishes to keep such records confidential, Motorola must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. During the Term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will, to the extent allowed by law: (1) maintain the confidentiality of the other Party’s Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing, as required by a court of competent jurisdiction, as otherwise required by law, or as required to perform the Party’s obligations under this Agreement; (2) restrict disclosure of Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; (3) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own Confidential Information and will not be less than reasonable care; and (4) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

13.3. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.4. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created

as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. GENERAL TERMS**
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect. Furthermore, the terms and conditions of this Service Terms and Conditions agreement are controlling over any conflicting terms and conditions under any agreement either referenced herein or attached hereto.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer, provided Motorola promptly places Customer on notice of any such assignment. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. Term: The Term of this Agreement shall be for a period of twelve (12) months commencing on the Contract Start Date and ending on the Contract End Date stated in the cover page to this Agreement. This Agreement shall then automatically renew, for an additional one (1) year term, on every anniversary of the Contract Start Date, provided that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of Customer on December 31 each calendar year of the Term if either party provides to the other written notice of non-renewal at least thirty (30) days prior to the end of the then current calendar year. Title to any equipment, parts, supplies, materials, equipment, or other personal property not already owned by the Customer shall remain in Motorola until fully paid for by Customer. Title to Software shall not pass to Customer for any reason whatsoever. At the anniversary of the Contract Start Date, Motorola may adjust the price of the Services to reflect its then current rates upon providing written notice to Customer at least thirty (30) days prior to such adjustment, but any such increase in price is hereby capped at five (5) percent of the

annual fee for the previous year.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates, provided that such services and rates must be agreed upon in writing prior to being incurred.

17.9. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original with the others and which is deemed one and the same instrument as the others. The parties may execute this Agreement in writing, or by electronic signature, including by email, and any such electronic signature or facsimile cope or compute image of a signature shall be treated as and shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

17.10. It is the policy of Customer that unauthorized aliens shall not be employed to perform work on Customer contracts involving the physical performance of services. Therefore, the Customer shall not enter into a contract for the physical performance of services within the State of Georgia, unless the contractor shall provide evidence on Customer-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and the contractor's subcontractors have complied with the federal Employment Eligibility Verification ("EEV" or "E-Verify") program related to the verification of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the Customer contract to ensure that no unauthorized aliens will be employed. Motorola hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to Customer. Further, Motorola agrees to provide completed copies of Exhibit "B" to the Customer within five (5) business days of receipt from any subcontractor. Customer's County Manager or his/her designee shall be authorized to conduct an inspection of Motorola's and Motorola's subcontractor(s') verification process to determine that the verification was correct and complete. Motorola and Motorola's subcontractor(s) shall retain all documents and records of their verification process for a period of five (5) years following completion of this Agreement.

Customer's County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that neither Motorola nor Motorola's subcontractors employ unauthorized aliens on Customer contracts. By entering into a contract with the Customer, Motorola and Motorola's subcontractor(s) agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Motorola or Motorola's subcontractors are found to have employed an unauthorized alien, the Customer's County Manager or his/her designee may order Motorola to remove that person from the project.

Motorola hereby agrees to comply, and ensure that its subcontractor(s) comply, with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

Motorola agrees that the employee-number category designated below is applicable to Motorola.

X 500 or more employees.

100 or more employees.

Fewer than 100 employees.

Motorola agrees that, in the event Motorola employs or contracts with any subcontractor(s) in connection with this Agreement, Motorola will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

Motorola's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "A."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

17.11 Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola:
Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Law Dept.
500 West Monroe Street, Chicago, IL 60661
Phone: 954-547-4037
Fax: 847-576-0721

cc: Chris Howard
Motorola Solutions, Inc.
1700 Belle Mead Court, GA31
Lawrenceville, GA 33043

Customer: Forsyth County, Georgia
Attn: County Manager
110 East Main Street Cumming, Georgia 30040
Phone: 770-781-2101
Fax: 770-781-2199

Copy to:
Ken Jarrard, Esq.

222 Webb Street
Cumming, Georgia 30040
Phone: 678-455-7150
Fax: 678-455-7149

Future changes in address shall be effective only upon written notice being given by Motorola to Customer or by Customer to Motorola via one of the delivery methods described in this Section.

17.12 Motorola acknowledges that it is being retained by Customer as an independent contractor and not as an agent or employee of the Customer. Motorola shall be responsible for its own means and methods of performing the Services hereunder. Accordingly, Motorola hereby acknowledges and agrees that (i) Motorola shall be solely responsible for any and all tax returns and payments required to be filed or made to any relevant tax authorities with respect to the performance of the Services hereunder, (ii) Customer will not withhold any taxes from payments made to Motorola hereunder, (iii) Motorola will not be eligible to participate in any employee benefit programs available to employees of the Customer, and (iv) Motorola is not covered under Customer's worker's compensation or state unemployment insurance coverage. Any provisions of this Agreement that may appear to give the Customer the right to direct Motorola as to the details of the Services to be performed by Motorola or to exercise a measure of control over such Services will be deemed to mean that Motorola shall follow the directions of Customer with regard to the results of such Services only. Motorola may represent the interests of Customer in dealings with third parties solely as necessary to perform the Services, provided however, that Motorola shall not have the right or authority (express or implied), nor hold itself out has having the right or authority, to assume, create or incur any liabilities or obligations on behalf of or in the name of Customer, or to bind Customer in any manner whatsoever, without Customer's prior written approval. Customer will provide a copy of its tax exempt status upon request.

17.13 Nothing contained in this Agreement shall be construed to be a waiver of the Customer's sovereign immunity or any individual's qualified good faith or official immunities.

17.14 Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.15 This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

17.16 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42

U.S.C. § 12132, and all other provisions of Federal law, Motorola agrees that, during performance of this Agreement, Motorola, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Motorola agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 19.18 in every subcontract for services contemplated under this Agreement.

17.17 This Agreement commenced on, and shall be deemed retroactively effective as of, the date January 1, 2025, and the same is ratified by both party's signatures affixed to the purchase order/invoice herein. The parties have begun performance as of January 1, 2025, and both parties acknowledge and agree that neither party is in default, nor anticipates default or material breach, of this Agreement as of the date signed herein.

EXHIBIT "A"

STATE OF Georgia
COUNTY OF Forsyth

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, Motorola Solutions, Inc. verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. $ 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Forsyth County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. $ 13-10-91 on the Subcontractor Affidavit form provided in Rule 300-10- 01-.08 in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Forsyth County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

613000
Federal Work Authorization User Identification Number

Date of Authorization: 11.12.2012

Name of Contractor: Motorola Solutions, Inc.

Name of Project: Radio System Manager

Forsyth County
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on October 23 2024 in Cumming (Forsyth County, Cumming), GA.

Signature of Authorized Officer or Agent

Ernest C. Howard, Radio System Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23rd day of October 2024
23rd Day of October 2024
Notary Public Richard Lavallie
My Commission Expires: 1-18-2028

Notary Signature

RICHARD LAVALLIE - NOTARY PUBLIC
STATE OF GEORGIA
1776
FORSYTH COUNTY, GA

MANDATORY SUBMITTAL

# CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1) (effective July 1, 2013)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Forsyth County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

121582
Federal Work Authorization User Identification Number

10/21/2024 Date of Authorization

Name of Contractor: Mobile Communications America

Name of Project: Forsyth County Radio System

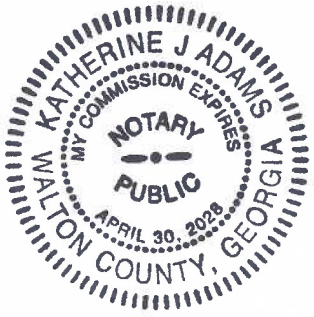
Name of Public Employer: Forsyth County

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

Executed on 10/21/2024 in Tucker, Georgia.

John Adams
Signature of Authorized Officer or Agent

General Manager
Printed Name and Title of Authorized Officer or Agent




SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
__21__ DAY OF _October_, 2025

Katherine J. Adams
Notary Public
My Commission Expires:

**Cybersecurity Online Terms Acknowledgement**

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and Forsyth County, Georgia, a political subdivision of the State of Georgia Customer").

**1.** Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2.** Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3.** Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4.** Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

By: _____

Name: Earnest C. Howard

Title: CSM

Date: 9 Dec 2024

**Customer: Forsyth County, Georgia, a political subdivision of the State of Georgia**

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT “C”**

**EXHIBIT “D”**

**MOTOROLA SOLUTIONS**

**EXHIBIT "E"**

**ADVANCED PLUS SERVICES – STATEMENT OF WORK**

**EXHIBIT "F"**

**STATEMENT OF WORK – OTHER SERVICES**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Water & Sewer | **Submitted by:** | Adrian Casey, Procurement Director |
| **Date Submitted:** | 12/23/2024 | **Presenter:** | Bradley Wright |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Scott Adams |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award RFP 25-10-3340 to Envelope & Forms, Inc., dba SureBill for the Printing and Mailing of Utility Bills for the Department of Water and Sewer with approval of the associated General Services Agreement - Deputy Director of Business Services, Department of Water and Sewer

**Recommended Action:** **Award**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by: Adrian Casey
Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: Yes
Reviewed by: Jeff Strickland
Comments: contract reviewed prior to vendor execution

**Comments by Legal:**

**Workflow Selected:** **ACM-BL Approval w/ Procurement and Finance Review**

**Approval List:**

| | |
|---|---|
| Adrian Casey, Procurement | Created/Initiated - 12/23/2024 |
| Scott Adams, Water & Sewer | Approved - 12/26/2024 |
| Rebecca Whitmire, Finance | Approved - 12/27/2024 |
| Barry Lucas, Administration | Approved - 12/31/2024 |
| David McKee, Administration | Final Approval - 1/3/2025 |

**FORSYTH COUNTY**

**RFP No. 25-10-3340**

**Printing & Mailing of Utility Bills**

****PRICING IS NOT PUBLIC RECORD FOR PROPOSALS UNTIL AFTER AWARD HAS BEEN MADE****

| BIDDER | COMPANY | ADDRESS | PROPOSAL SUBMITTED |
|---|---|---|---|
| 1 | Avalon | 901 North State St, Syracuse, NY 13208 | Yes |
| 2 | DivCoData | 3721 Powers Ct, Chattanooga, TN 37416 | Yes |
| 3 | Doxim | 2200 Production Dr, Indianapolis, IN 46241 | Yes |
| 4 | Matrix Imaging Solutions, LLC. | 1122 W. Bethel Rd, Ste 100, Coppell TX 75019 | Yes |
| 5 | SureBill | 2505 Meadowbrook Pkwy, Duluth, GA 30096 | Yes |
| 6 | BMS Direct Inc | 37 Millrace Dr, Lynchburg, VA 24502 | Yes |
| 7 | Dove Mailing Inc | 5601 Fulton Industrial Blvd, Atlanta, GA 30336 | Yes |
| 8 | Exela Technologies | 2701 E. Grauwyler Rd, Irving, TX 75061 | Yes |
| 9 | InfoSend, Inc | 4240 E. LaPalma Ave, Anaheim, CA 92807 | Yes |
| 10 | One2One Communications LLC | 900 Asbury Dr, Buffalo Grove, IL 60089 | Yes |
| 11 | TC Delivers | 5911 Phillips Hwy, Jacksonville, FL 32216 | Yes |

*THE NAMES OF SUBMITTING FIRMS WERE READ ALOUD ON* ***October 17th, 2024*** *IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.*

Signature: Kayley Robinson Date: 10/17/2024

Signature: Joey Bailey Date: 10/17/2024

# GENERAL SERVICES AGREEMENT

## ITB NO. 25-10-3340

**THIS GENERAL SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2024 (the "**Effective Date**"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("**County**"), and **Envelopes & Forms, Inc.**, dba SureBill, a Georgia corporation, ("**Contractor**"), collectively, the "**Parties**".

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Printing and Mailing of Utility Bills; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

**A.** **Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions [IF APPLICABLE]

**B.** **The Scope of Services.** The services and work to be performed and completed under this Agreement (the "**Work**") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

C. **Term of Agreement.**

(1) Contractor shall perform the Work in a prompt and timely manner which will not impose delays. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) **December 31, 2029** (the "**Term**").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

**C.** The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent qualified providers performing similar services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

### B. County's Reliance on the Work.

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**E. Independent Contractor.**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any

provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

**F. Insurance.**

The Contractor shall have and maintain in full force and effect for the duration of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

**G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-

71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no Contractor or Contractor's subcontractor employs unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

**H. Records, Reports and Audits**

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("**Records**") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K.** **Key Personnel.** Reserved.

**L.** **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M.** **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N.** **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O.** **Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P.** **Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference. [IF APPLICABLE]

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement at any time for convenience by providing written notice thereof to Contractor. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only

by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C.** **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D.** **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E.** **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F.** **Notices.** All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Adrian Casey
Procurement Department
514 West Maple Street, Suite, 104
Forsyth County, Georgia
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: S. Edward Deedy
Envelopes and Forms, Inc.
2505 Meadowbrook Parkway
Duluth, GA 30096

G. **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L. **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**Envelopes and Forms, Inc.**

By: _____
Name: Chris Deedy
CEO

[CORPORATE SEAL]

Attest: _____
Name: J. Deedy, Jr.
Corporate Secretary

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Name: _____
Title: Chairman

[COUNTY SEAL]

Attest: _____
County Clerk

**EXHIBIT "A"**

**Scope of Services**

1. The Water Department prepares one or more routes for billing, which are compiled into a billing batch (cycle). Billing files are currently submitted twice a week, with final bill batches submitted as needed. Each billing batch consists of between 6,000 and 10,500 bills.

2. The Water Department processes a billing cycle, calculates the billing amounts, and generates a data file (.txt) for transmission to the print vendor via a Secure File Transfer Protocol (SFTP) site. This data file includes all bills for the cycle, with a notation for those that do not require printing.
    a. Cogsdale can produce the file in either a fixed field length format or a comma-delimited format.
    b. Currently, Cogsdale does not offer any other file format options.

3. The printer generates a PDF file of all water bills for the cycle and stores them for twenty-four (24) months, accessible by our online payment portal company, Invoice Cloud. Invoice Cloud retrieves documents from the print vendor's servers using On-Demand Search via Web Services or PDF Remote Linking with secure URL queries. The print vendor can provide credentials, documentation, and resources for implementing and testing integration with the document archive. The goal of this Web Services Integration is to ensure a seamless display of produced or stored documents to end users.

4. The service provider provides a confirmation report detailing the total number of bills received, the total PDFs created, the number of suppressed print pieces, and a breakdown by mail package type of the bills being mailed.

5. The service provider handles the printing and mailing of bills that are not marked as paperless, sending both the bills and return envelopes to customers. Bills are printed on standard 8.5 x 11 white 24lb paper with a perforated remittance stub for returns. Envelopes should be double window (#10) that will allow for the outgoing address on the bottom, with the return address in the top window. The printer shall process and mail these bills within one (1) day of receipt and consolidates household bills within the same cycle to reduce postage costs. All postage costs will be incurred by the Service Provider and billed at cost to Forsyth County.

**Requirements**

1. Standardize the mailing addresses for water bills as provided in the electronic billing file.
2. Format mailing addresses to meet USPS bulk-mailing requirements, including bar-coding.
3. Sort mail into batches to utilize bulk-mailing rates.
4. Prepare the necessary USPS paperwork and bin labels.
5. Dynamically adjust the bill format based on specific criteria, such as when a "Past Due" amount is present.
6. Produce water bills that may exceed one (1) sheet of paper, printed on both sides.
7. Handle more than one (1) insert per mailing.
8. Print water bills in color.
9. Accept electronic files of inserts, prepare them, and include them with the water bills.
10. The ability to vary the type of paper used for bills and inserts.
11. Manage and monitor workflow to meet or exceed the service levels outlined in the contract, and report on any issues. For example, if a customer reports receiving three months' worth of bills in a single delivery, the service provider must be able to investigate and report on their processes related to this issue.
12. Paper and Envelopes: The firm will be responsible for supplying and maintaining an adequate stock of paper and envelopes.
13. Notices Printed on Bills: The firm must have the capability to insert notes based on provided criteria, including the use of color if desired.
14. Dynamic Bill Spacing: The firm should be able to adjust bill spacing dynamically to accommodate varying summary line information. For example, occasional miscellaneous charges that do not appear every month should be included in the summary area.
15. Folding and Inserting Bills: The firm must be capable of folding and inserting multiple sheets into a single envelope. Additionally, the firm will be responsible for printing any inserts from electronic documents provided by the Department.
16. Paperwork Handling: The firm shall be responsible for producing, bundling, and bin labeling paperwork for delivery to the USPS.

## EXHIBIT "B"

### Compensation of Services

This section presents pricing based on the monthly volumes presented in the RFP.

**Billing Package** – SureBill has a simple pricing scheme. We charge a set price for each billing package. The billing package includes everything needed to produce a 1 page bill. The only additional fee is when we have to cover our higher cost from additional pages. The price of a billing package includes the paper, printing, folding, inserting, envelopes, and PDF image of the bill indexed for your needs.

**8.9 cents each Billing Package** includes the following:

1) 1 page bill, 8½ x 11", 24# white paper, micro perf, full color duplex printing
2) #10 carrier envelope, white with double window, security tint
3) #9 return envelope, white with security tint, single window
4) Fold Utility Bill
5) Insert Utility Bill
6) PDF image of the bill, properly indexed for access by Forsyth

**1.4 cents** **Return Envelope**. If a return envelope is not needed in the bill package, this amount will be subtracted from the price.

**4.0 cents** **Each Additional Bill Page**. Full color duplex. Bills with multiple pages will be charged at this rate for pages 2 through the final page.

**1.0 cent** **Bills Not Printed** – For these bills, SureBill must process the data, create a PDF image, and store the image for two years.

**5.0 cents** **Each Additional Page – Onsert** - If an insert is added that can be printed in-line with the bill (an onsert), it is similar to a second page. However, there is a slightly higher charge to cover the IT expense to set up the onsert. Full page, full color, duplex.

**8.9 cents** **Each Double Panel Post Card** for delinquent notices. Note: about 15 cents postage will be saved compared to the notice in an envelope.

**$150 / Hour** Standard hourly rate for engineering services after Forsyth goes live. We will obtain approval before beginning any chargeable work. We will not charge for minor activities requiring an hour or less.

**Initial Implementation** – SureBill will not charge Forsyth a fee for the set-up activities to bring them into production. Once Forsyth is in production, our standard fees will apply.

**Junk Fees** – We do not have "junk fees" associated with the regular manufacturing and mailing of your bills. Some competitors charge for a variety of miscellaneous things such as: processing at peak times, processing off hours, charge to insert, charge for electronic PDF images, etc. At SureBill, all these items are included and you just pay one fee for each billing package.

**Inserts** – As described above, if the insert / onsert can be printed in-line with the bill (i.e., 8 ½" x 11" insert
printed on billing paper) the onsert will be priced at 5 **cents each**.

If the specifications of the insert require that it be printed separately and inserted with the bill the price will be quoted based on the characteristics of the insert (e.g., size, type of paper, quantity, etc.).

Please note that if SureBill prints an insert we do not charge to insert it in a billing package. Thus, our customers usually save money three ways: (1) Our cost to print the insert is usually less than our competitors; (2) there are no freight charges; (3) no insertion fee. As a bonus, it also saves a good bit of time if SureBill prints the insert. Please note: if SureBill does not print an insert we do charge **1 cent each** to insert it in the package.

**Postage** – The actual postage rate can vary based on the volumes by zip code in each cycle. For instance, if there are zip codes without a lot of volume in a particular cycle, we could lose the USPS volume discounts on those bills. So, we can only estimate the postage rates until we gain experience with how the Forsyth mail will sort. The first class, 5 Digit postage rate is currently **$0.545 (54.5 cents)**. The next step up is the AADC rate of **$0.593 (59.3 cents)**. Based on our experience, we feel that most, but not all, Forsyth bills will qualify for the 5 digit rate.

We will analyze the actual postage after the first month of operations and adjust the postage rate up or down according to our real world experience. With our pre-sorting operations, Forsyth can be confident that SureBill will generate the lowest possible postage rates.

Please note that included in the postage rate will be a number of postage / mail related tasks that SureBill performs for every piece of mail. This includes:

1) CASS
2) DPV
3) NCOA
4) Physically Sort & Commingle to obtain best postage rate
5) Prepare for USPS (e.g., sleeve, band, label, wrap, scan, upload, etc.)
6) Deliver to USPS (e.g., inspection support, forklift, etc.)

Please note that the postage rate will change during the term of the contract. The USPS has been raising postage rates an average of twice per year for the past several years. When there are USPS

increases, SureBill will adjust the postage rate.

SureBill requires that postage be paid in advance into an escrow account. The USPS deducts the postage on the day that the bills mail, so the funds must be in place. Forsyth will be provided a monthly postage reconciliation report.

SureBill's private, double panel, postcard is first class mail but has postage that is about 15 cents less than a first class letter. The current 5 digit rate is **$0.384 (38.4 cents)** and the AADC rate is **$0.406 (40.6 cents)**. As with the bills, we will analyze and adjust as appropriate.

Please note: there will be additional postage charges for mail that does not qualify for the first class letter rate such as: flats, international mail, over weight mail, etc.

**Future Price Increases** – Please note that it is our intention that the pricing in the Proposal Cost Sheet will be firm for the term of this Agreement. However, in recent years we have seen significant inflation throughout our economy, which has forced some price adjustments. We will not change prices during the first 12 months of the contract. After that, we will review prices annually and adjust if, from the start of the contract, the CPI increases more than 5% or if the cost of paper rises more than 5%. SureBill will provide standard industry documentation to substantiate the relative price increase.

## EXHIBIT "C"

## INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

| | | | |
|---|---|---|---|
| 1. | Statutory Workers' Compensation Insurance and Employer's Liability: | | |
| | a) | Workers' Compensation | Statutory Requirement |
| | b) | Employer's Liability, per Occurrence | $1,000,000 |
| 2. | Comprehensive General Liability Insurance: | | |
| | a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| | b) | Personal & Advertising Injury Limit | $1,000,000 |
| | c) | General Aggregate Limit | $2,000,000 |
| | d) | Products/Completed Operations Aggregate Limit | $2,000,000 |
| 3. | Comprehensive Automobile Liability Insurance: | | |
| | a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| | b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |
| 4. | Excess Umbrella Liability Insurance: | | |
| | a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| | b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |
| 5. | Cyber Liability Insurance: | | |
| | a) | Per Occurrence | $2,000,000 |
| | b) | Aggregate Limit | $3,000,000 |

## Contractor Affidavit and Agreement

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☒ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

329914
Federal Work Authorization User Identification Number

May 24, 2010
Date of Authorization

SureBill Envelopes and Forms Inc. dba
Name of Contractor

Print + Mail Utility Bills
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

Executed on Oct. 16, 2024 in Duluth (city), GA (state).

S. Edward Deedy
Signature of Authorized Officer or Agent

S. Edward Deedy
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF Oct., 2024.

Notary Public TRACI LAVERNIWAY

[NOTARY SEAL] NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 29, 2027

My Commission Expires: 8/29/27

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

N/A

**EXHIBIT "E"**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor
Printing and Mailing of Utility Bills

_____
Name of Project

_____
Name of Public Employer

Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
_____

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

## EXHIBIT "F"

## Supplementary Terms and Conditions

(Not applicable)

# 1. Transmittal Letter

October 17, 2024

Forsyth County Board of Commissioners
Forsyth County Procurement Department
514 West Maple Street
Suite 104
Cumming, GA 30040

Reference: RFP No. 25-10-3340 – Printing and Mailing of Utility Bills

Dear Board of Commissioners and RFP Evaluation Team Members:

SureBill is a Division of Envelopes and Forms, Inc., and we are pleased to present this proposal in response to the Forsyth County's (Forsyth) RFP for utility bill printing, insertion and mailing. We are a family-owned company, organized as a corporation, located in Duluth, GA that has been in business for over 40 years. We have been performing the specified print fulfillment services for over 25 years.

We have not been involved in any litigation in the past 5 years and there is no pending litigation. In an industry that has suffered financially in recent years, SureBill is different from many companies in that we are financially strong, growing, and profitable. We own our building, have little debt, and continue to add new customers. Neither SureBill nor any team members are in default on a loan or other financial agreement. We have no actual, apparent, or potential conflicts of interest with Forsyth.

SureBill has a great deal of experience and proven track record of excellent performance. We have reviewed the RFP, Addendum 1, and other materials provided with the RFP. We are proud to say that SureBill meets or exceeds all of Forsyth's requirements. Forsyth generates approximately 67,000 utility bills and 727 final bills each month. There are twice weekly billing cycles on Wednesday and Friday ranging in size from 6,000 to 10,500. Batches of final bills, typically around 100, can be sent on any day. Some bills are noted as "do not print". For these, a PDF image is created.

SureBill is uniquely qualified to provide these services to Forsyth. We are large enough to have the advantages of size and economies of scale, but small enough that we don't have the corporate headaches of many competitors. This allows SureBill to give its customers the best possible prices, quality, responsiveness, flexibility, and service without the issues of dealing with a bureaucratic corporation.

SureBill has a wide range of customers including utilities, corporations, healthcare organizations, and governments. Because of HIPAA and governmental requirements, SureBill has excellent security

throughout our operations. Since 2017, SureBill has been SOC 2 + HITRUST certified. Forsyth can be confident that its information is safe.

In recent years, our industry has changed considerably. Many companies have been bought and sold and sometimes new companies have been created. A wide range of problems have often ensued. However, the changes at SureBill have all been positive. Rather than buying competitors, we've invested millions of dollars in new equipment which has allowed us to improve in every area. We are faster, more efficient, and more nimble. Quality is higher and security tighter. We're better able to meet schedules and get mail to the customer's mailbox faster. In the face of widespread inflation, we have largely been able to hold prices in line.

SureBill is unique compared to other billing service providers in that our operations are fully integrated. This means that all production work is done in-house, including the manufacturing of envelopes. While some SureBill competitors claim to be integrated, none manufactures envelopes. They buy large quantities of one envelope and force their customers to design bills to fit its windows. As we say in the South, this is the "tail wagging the dog". SureBill, on the other hand, designs the optimal bill and then designs the envelope for it. The dog wags the tail!

All we bring in are large rolls of paper, ink, glue, etc. and your data. The bills and many inserts are printed "in line" on our state-of-the-art ink jet presses. What goes out are finished documents; pre-sorted and wrapped, on a USPS truck. Our integration allows SureBill to maintain complete control of our production schedules and cost structure while providing the best possible service and quality. Since we physically sort the mail for the USPS, they don't need to sort it. The result is that our mail usually reaches the customers' mailbox a day faster than competitors.

As the world has become more "on-line", customers have come to expect easy to use electronic bill presentment. While the RFP does not mention electronic billing, we'd like Forsyth to know that SureBill now sends about as many e-bills as it does paper bills. SureBill's electronic offerings are very robust and very secure. As part of the paper bill generation process, SureBill also creates PDF images of each bill and, as appropriate, either text messages or e-mails to customers. We can include either the PDF image or a hot link for the customer to see the bill. Since both paper and electronic bills are created as part of the same process, it's not possible for SureBill to make processing mistakes we've seen from competitors such as processing a file more than once or not processing it at all.

We store bill images for many customers and provide real time access for their Customer Service Representatives. Our largest customer has about 100 million bills on-line. So, it won't be a problem to store and provide real time access to two years of Forsyth's bills.

Another unique advantage is that our parent company, Envelopes and Forms Inc., started as a printing company. Because of this we have a wide variety of printing capabilities at our disposal and can use "the best tool for the job".

In addition to bills, SureBill produces all types of printed products for our customers at competitive prices. This includes monthly newsletters, property tax bills, membership communications, special envelopes, advertisements, legal notices, checks, etc. Requirements for customer inserts can vary widely from a single page, single color document to a multi-page, multi-color, glossy document with special folding requirements. SureBill can handle them all.

All of our growth has been organic which has allowed SureBill to maintain quality. Many of our competitors have grown by buying other billing companies. Other competitors have themselves been bought; all of which has introduced many issues. As a family owned company, SureBill is very quality conscious. Our operations are designed to prevent issues before they happen. In the rare instance that there is a problem, we're very proactive to get it fixed quickly and put processes in place to ensure it doesn't happen again. Everyone at SureBill is very accessible to our customers. If there is ever a need, the customer just needs to pick up the phone to speak with the President of SureBill.

In an industry with a good bit of workforce turnover, our corporate stability has attracted a very stable workforce. Many production workers have been with SureBill for 5 years, 10 years, and even longer. The workers are typically assigned to the same accounts, so they know their customers inside and out. The entire SureBill workforce is on the front line of quality control, so they can quickly spot something that doesn't seem right.

It's a short drive from Cumming to Duluth. We invite the Forsyth team to visit SureBill and see our operations. Many customers have toured SureBill over the years. While the tour doesn't take much time, they inevitably learn a lot and gain a much better understanding of SureBill and what makes us unique.

In summary, SureBill is experienced, stable, and has, under one roof, all the capabilities required by Forsyth. Our long track record of high quality bill production for Utilities should give Forsyth the confidence that SureBill will do a high quality job for them and their customers.

Thank you in advance for your consideration.

Yours truly,

S. Edward Deedy

S. Edward Deedy
Sr. Account Manager
Legal Name: Envelopes and Forms, Inc. dba SureBill
Federal ID: 58-1648763
Address: 2505 Meadowbrook Parkway, Duluth, GA 30096
Phone: 770-623-5171
E-Mail: edwardd@envelopesandforms.com

# 2. Experience and References

Envelopes and Forms, Inc. (E&F) was founded in 1984 by Chris Deedy. He had one printer in his garage. He would sell printing during the day and then work in his garage at night to print and deliver his orders. From those humble beginnings, E&F grew into one of Atlanta's leading commercial print shops. In the late 1990's, seeing an opportunity with transactional mail, Chris established SureBill and began printing and mailing utility bills. Today we have about 50 employees, with steady, profitable organic growth.

Always with an eye toward the long-term, Chris saw opportunities to provide a higher level of service and lower prices to SureBill customers. So, profits were regularly reinvested in the business to add new capabilities and upgrade existing capabilities. We began manufacturing envelopes. Then we began to sort the mail for the USPS. Printers, inserters, and other equipment were regularly upgraded to improve their capabilities. Electronic capabilities were enhanced and fully integrated with our paper capabilities. We invested in our staff as well. They are well paid and have full benefits including health insurance, 401K and profit sharing.

The result of our investments is that SureBill is unique in the billing industry. We have fully integrated operations with everything under one roof to provide for all our customers' needs. Section 3 below has a lot of details about our operations, so there's no need to repeat them here. As a summary, though, we should note that our competitors often must subcontract for envelopes, mail commingling & sorting, and production of inserts. They often have standalone systems for electronic bill generation and payments. Not SureBill, with our fully integrated operations and systems, everything is processed in our 55,000 sq. ft. facility in Duluth, GA. Paper and electronic items are created by the same integrated system, eliminating the chance of problems.

Another result of our regular investments and outstanding customer service is that SureBill is one of the largest mailers of first class mail in metro Atlanta. While that is obviously a large number, today SureBill sends more documents electronically than we do via paper.

## SureBill Operations and Capacity

Our largest corporate customer has about 1.5 million bills monthly (paper and electronic). Our largest government customer has about 15 million impressions monthly. Our largest utility customers have over 200,000 bills monthly while the smallest have less than 10,000 bills. So, we're used to working with organizations of all sizes and very capable of handling Forsyth's volumes. We only run about 1 ½ shifts daily, so we have plenty of excess capacity if needed. Our standard is to mail bills no later than the next business day after receiving an approved billing file, so Forsyth's bills will be mailed on a timely basis.

## Navigating Difficult Times

In recent years there has been a great deal of stress on the print & mail industry. Many bills and other documents switched from paper to electronic. Paper and other raw materials shot up in price or couldn't be found at any price. Envelope manufacturers went bankrupt. Covid shutdowns made operations difficult. As a result, many print and mail companies either went out of business or were bought. Many that remain are financially weak. As we like to joke, combining two troubled companies does not make a strong company. It makes double trouble!

SureBill, on the other hand, grew stronger. We lined up adequate paper supplies early in the crisis and maintained excess inventories of all our raw materials, so we were always able to maintain production. Because we manufacture our own envelopes, the envelope crunch did not impact us. Rather, **we manufactured envelopes for several of our competitors!** Our efficient operations allowed us to better deal with staffing shortages and price increases.

The bottom line is that SureBill is designed for today's marketplace. The tougher things get, the more our capabilities shine. We will be "the last company standing", so we're perfectly positioned to be Forsyth's long-term printing and mailing partner.

## SureBill References

Organization: City of Lawrenceville GA
Pnt of Contact: Kyle Parker
Title: IT Director
Phone Number: 678-407-6406
Email Address: Kyle.parker@lawrencevillega.org

Public Entity: Y
No. Years as Client: 20 Years
65K bills per month

Organization: Blue Ridge Mountain EMC
Pnt of Contact: Sharon Kyser
Title: Director of Member Services
Phone Number: 706-379-3121 ext. 129
Email Address: sharon.kyser@brmemc.com

Public Entity: Y (Electric Co-op)
No. Years as Client: 6 Years
50K bills per month

Organization: Independence Utilities, Independence MO
Pnt of Contact: Denise Clark
Title: Customer Service Manager
Phone Number: 816-325-7696
Email Address: dclark@indepmo.org

Public Entity: Y
No. Years as Client: 4 Years
75K bills per month

# 3. Approach and Capabilities

SureBill has more efficient operations than any competitor. Before discussing the project to on-board Forsyth, we'd like to provide an understanding of our operations. In recent years the bill printing and mailing industry has consolidated as more people move to electronic bills. Our competitors have focused on buying each other. SureBill has focused on having the most efficient operations and highest levels of service by investing heavily in state-of-the-art equipment and an excellent staff. Not only does this allow SureBill to provide high quality services at competitive prices, but our mail typically gets to the customer's mailbox faster, we maintain very high levels of security, and we rarely have operational issues. So, rather than buying competitors and their problems, we've positioned ourselves to be the "last person standing" by lowering our costs and attracting new customers through quality operations.

## Processes & Methodologies

SureBill has provided the printing and mailing services described in this RFP for over 25 years. We developed the process and methodologies that allow our operations to be fast, efficient, and secure. Our customers' documents are produced in a high-quality manner and mail on schedule. We sort the mail for the USPS and provide them detailed information to reduce the time to get it to the customer's mailbox.

Forsyth lists 16 requirements on Page 8 of the RFP as well as other requirements throughout the RFP. SureBill is proud to say we can produce all the required documents and meet all Forsyth's requirements. The section below describes our operations in detail. If Forsyth has any questions, we'd be happy to discuss them at any time. We'd also be happy for you to visit SureBill and tour our operations.

SureBill is unique in the billing industry. We have fully integrated operations with everything under one roof to provide for all our clients' needs. Our competitors often must subcontract for envelopes, mail commingling & sorting, and production of inserts. Not SureBill. We do not use any subcontractors. From the time we receive data from our clients until the time that the bills and late notices leave our dock, everything is done in our 55,000 sq. ft. facility in Duluth, GA. This allows SureBill to have efficient operations. If possible, we mail documents the same day that we receive an approved document file. Our standard is to mail no later than the next business day.

SureBill is SOC2 Type 2 certified and HIPAA compliant, so we have extensive procedures in place to ensure that, as the bills and late notices are produced, these quality standards are met. Having all operations integrated allows us to have tighter quality controls. Presented below is a high-level summary of how we produce and mail bills, late notices, and other documents:

## Pre-Production

SureBill manufactures up to four million envelopes daily. We make sure that we have an adequate supply of freshly made envelopes for our clients at all times. We have three high speed, high-quality envelope converting machines including two of the world's fastest, the W&D 202. It manufactures up to 1,600 envelopes per minute with in-line 5 color printing. These unique in-house envelope manufacturing capabilities allow SureBill to maintain minimal inventories and quickly respond to requests to change messages printed on the envelopes. Also during the pre-production stage, if the document characteristics prevent an insert from being printed in-line with the bill, SureBill preprints newsletters and bill inserts so they are on the shelf awaiting the bills.

## Production

First, we have an experienced IT Department that receives our clients' data into secure mailboxes via secure, encrypted file transfers. We work extensively with input data files of all types. We monitor the inbound mailboxes 24x7 so, whenever a file is received, we can automatically start processing the file no matter the time of day.

Each data file is put through a two-stage process to transform the raw data into clean bills. The first stage is focused on data accuracy. The data is analyzed, addresses are “scrubbed” (i.e., CASS, NCOA, etc.), and control totals are created. When we receive PDF files, we deconstruct the address portion of the document to perform address checks.

An e-mail containing the totals is sent to the client for their review. The second stage program takes the scrubbed data and prepares it for production. The data is laid out into the bill format ready for printing. Electronic images (i.e., PDF images) and electronic customer communications (e.g., e-mails & text messages) are created. The PDF images are placed on our secure FTP Server for the client to review. A second e-mail is sent to the client notifying them that this step is completed and asking for approval. Once approved by the client, an acknowledgement e-mail is sent to the client and the bills are released to production.

In Production, SureBill has a range of presses on which to print the bills including high quality laser and ink jet presses. The documents are printed on the most effective press. Forsyth’s bills and other high volume documents will be set up to run on one of our high speed, state-of-the-art Ink Jet presses with no pre-prints. This will allow us to use **full variable color on the front and back of the bills** with 600 x 600 DPI, while allowing updates to the bill format up until the day the bill is printed. An IMB is printed

on each bill, and it is no problem to include QR codes or other items required by Forsyth. If an insert is 8 ½" x 11" and uses the 24# paper, we can print it in-line with the bill, saving time and money.

For lower volume documents and as a back-up for the high speed presses, we have sheet fed full color printers. Having the option to use different types of press helps to ensure that the bills will always be mailed on time. When complete, control totals are compared to the starting control totals.

If errors are discovered during production, the operators have tools to correct the error and restart jobs at the appropriate spot. Any bills with errors are placed in locked bins and taken by a 3rd party for secure shredding so customer information is never exposed.

Our high speed, intelligent inserter machines fold the bill, insert it into the carrier envelope, and seal the envelope. Depending on the inserter, up to 10 additional items (e.g., newsletters, buck slips, etc.) can be inserted along with the bill. **As intelligent inserters, they can selectively insert as directed**. Control totals are compared to the starting control totals.

The sealed bills are then physically sorted by zip code and commingled with other mail going to the same zip code. The **sorters use the IMB to perform the sorting, so we are sure that the IMB is valid**

before the bills are mailed. If there is a problem with the IMB, a new one is automatically printed on the envelope by the sorter. The bills are placed in zip code trays and prepared for the USPS.

Due to the equipment investment required, some billing companies either don't physically sort the mail or outsource the sorting to a 3rd party. This can result in higher costs, additional time, and an increased security risk for your customer information.

SureBill is a **USPS Detached Mail Unit (DMU)** and participates in their **Seamless Acceptance** program so the USPS is on-site every day to inspect and accept the mail. Once the USPS accepts the mail, it becomes the responsibility of the USPS and is protected by federal law.

In parallel to the production of paper bills, text messages and e-mails are sent once our client has approved them for release. We adhere to guidelines set by the client. For instance, a client may specify that no text messages are sent between 9:00 p.m. and 9:00 a.m. so the customer is not disturbed by the arrival of a message on their phone.

A final e-mail is sent to the client notifying them that the job has been completed.

## U.S. Postal Service

SureBill is a **USPS Detached Mail Unit (DMU), is certified to pre-sort and commingle mail, and participates in the Seamless Acceptance program**. We have postal employees on-site every day. If there is a problem, it is quickly identified and SureBill can fix it immediately. Before your mail leaves our site, the USPS has inspected the mail and certified that it meets their stringent requirements. Billing companies that are not DMUs would not learn about problems until much later when your mail is rejected at the Post Office. This would result either in fines (i.e., higher costs) and/or delayed delivery.

A USPS truck is at the SureBill dock. Once the USPS accepts the sorted mail it is loaded onto the USPS truck. Each evening (or when full), the truck takes it to the USPS Business Mail Entry Unit (BMEU) which is about 1 mile away from SureBill. Please note that when the USPS accepts the mail in our facility, it is legally mailed and receives the protection of federal law. So, when the mail is being moved from SureBill to the BMEU it has that extra layer of protection.

Since the mail has already been sorted by zip code, inspected, and accepted it typically does not enter the BMEU for processing. Rather, it is "cross docked" onto the appropriate USPS truck to begin its journey to the customer. **We typically save 1 day in the delivery process because the mail does not need to be processed at the BMEU.**

Accepted mail in sealed trays, labeled for USPS, USPS trucks parked in the back of SureBill

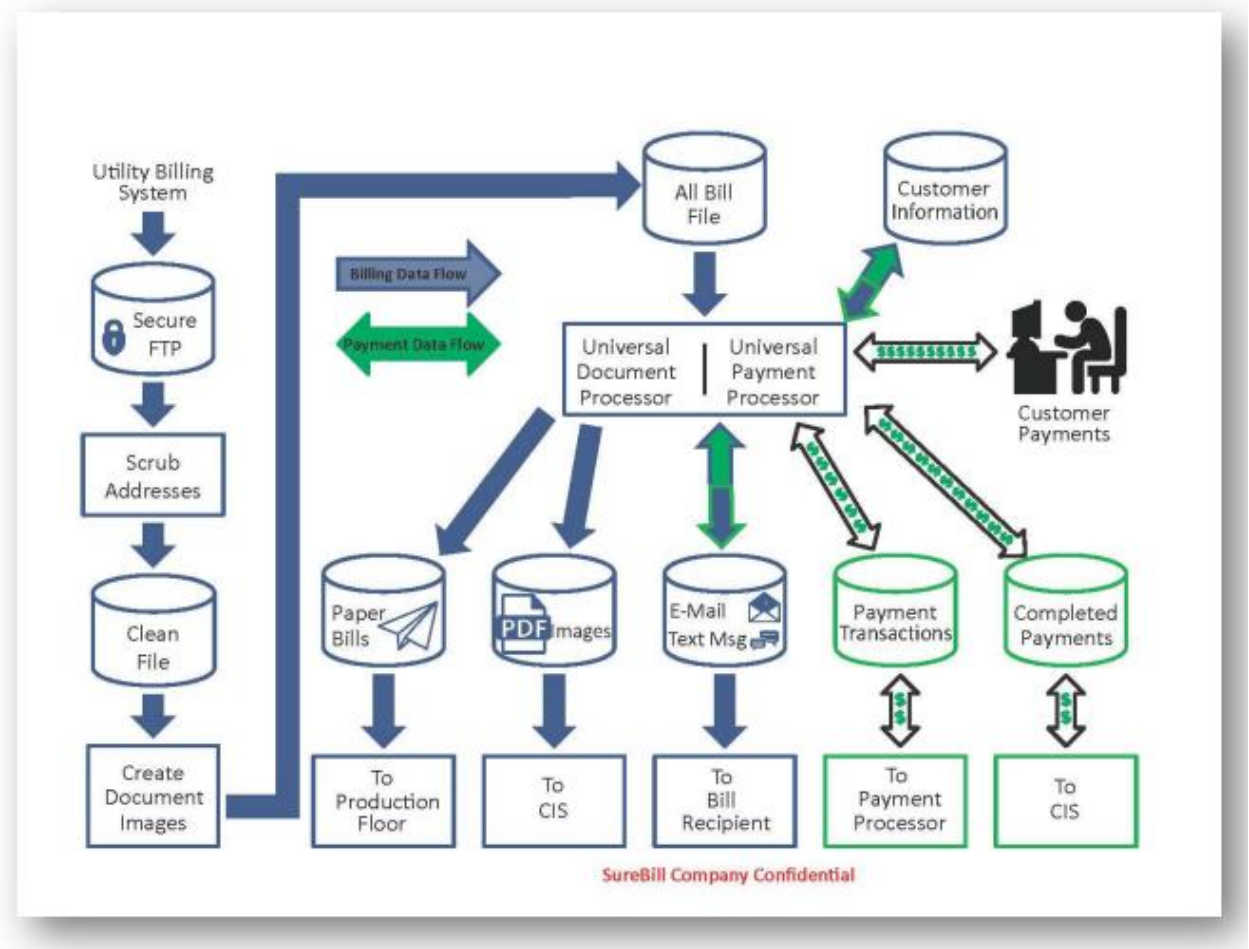
## Electronic Bill Presentment

While Forsyth has not requested Electronic Bill Presentment in this RFP, we'd like Forsyth to be aware of our capabilities in case EBP is required in the future. In parallel to the production of the paper bills, emails and text messages are sent to customers once Forsyth has approved them for release. We adhere to guidelines set by the client. For instance, a client may specify that no text messages are sent between 9:00 p.m. and 9:00 a.m. so the customer is not disturbed by the arrival of a message on their phone.

As illustrated in the chart below, SureBill has **state-of-the-art software that fully integrates the creation of paper and electronic bills.** This means we can't forget to create the electronic bills and the correct input file is always used. When the electronic bills are created via a process separate from the paper bills both problems can and do occur. We will work with Forsyth to design the electronic messages. In text messages a hot link is typically embedded to take the user to your web site to view the bill. In e-mails we often include an electronic image of the bill.

## Double Panel Postcard for Second Notices or Final Notices

SureBill pioneered the use of a private double panel postcard (DPPC) for late notices. The DPPC is first class mail so it has the same delivery time as a letter but the postage is about 15 cents less. Our clients also report that the DPPC is more effective as it is more likely to be opened and not set aside as junk mail. Due to the effectiveness and savings, virtually all of our utility clients use the DPPC for late notices. As with EBP, Forsyth has not requested this, but we wanted to make you aware of our capabilities.



## Customer Portal

SureBill creates a PDF image of each bill and late notice. These are exact duplicates. We will index them as required by Forsyth. They can either be provided to Forsyth or as described on page 7 of the RFP, stored by SureBill for Forsyth to access in real time by Invoice Cloud. They are available the same day they're created, so the latest information is always available.

We will work with Forsyth and Invoice Cloud to define the types of access required, tools to be used to access, and the rules governing access. For instance, one of our large customers has a database of about 100 million bills that their Customer Service Representatives access in real time to address inquiries from their customers. So, we're certainly capable of handling Forsyth's requirements.

## Disaster Planning

Recovery capabilities flow from a combination of both IT and Production resiliency. Both must work seamlessly together to minimize any disruptions to production. SureBill has a multi-layered process in place to protect our customers. We periodically test our recovery procedures to ensure that everything works smoothly in the event of a real emergency.

SureBill's has IT staff and hardware in its main building and all data is initially saved here. In addition, a mirror image of all critical production files is immediately made at our back-up IT facility. This means that **the back-up IT facility is "in-sync" on a real time basis**. In addition to the "data mirroring", SureBill also does a full back-up each night with the information stored off-site.

SureBill has a back-up production site in North Carolina. Our partner is a reputable print and mail company with capabilities similar to SureBill. We are their back-up site and they are SureBill's back-up site. Both sites are fully capable of handling the workload. This mutually beneficial arrangement is tested regularly and has worked well.

Finally, all production software is available at our back-up IT facility and SureBill's IT staff has full remote command and control capabilities.

All of this means that, in the event of severe disruption, SureBill's IT staff could be at their homes and have all the tools and information necessary to supervise the transition of SureBill production from our building to our back-up production facility with minimal disruptions.

## Schedule of Events

We'll work with Forsyth to bring you into production smoothly and quickly. SureBill is very familiar with both comma delimited and fixed field length files, so we don't anticipate any issues working with the

Cogsdale files. We estimate that the implementation process will require about 6 weeks, depending on several factors. We recognize the need to "go live" on January 1, 2025.

We'll begin the project with a conference call to review the project requirements, the bill and envelope designs, project deliverables, identify key tasks, assign responsibilities, etc. SureBill will then develop a project plan and agree on a delivery schedule with Forsyth. Regular status calls will be held with Forsyth as the project proceeds.

Forsyth's participation is essential, but the amount of time required will be minimized as much as possible. We recognize that the Forsyth team still has to perform their regular jobs. As a general statement, SureBill will do most of the work with our focus on the development and testing tasks. Forsyth's primary role will be to provide information on record and bill layouts and test data. When preliminary designs are made or tests are run, Forsyth will review designs / test results and provide feedback to SureBill. We'll continue this iterative process until everything is to Forsyth's satisfaction and we can move into production.

Below is a high level workplan to illustrate the process for developing and implementing the new bill.

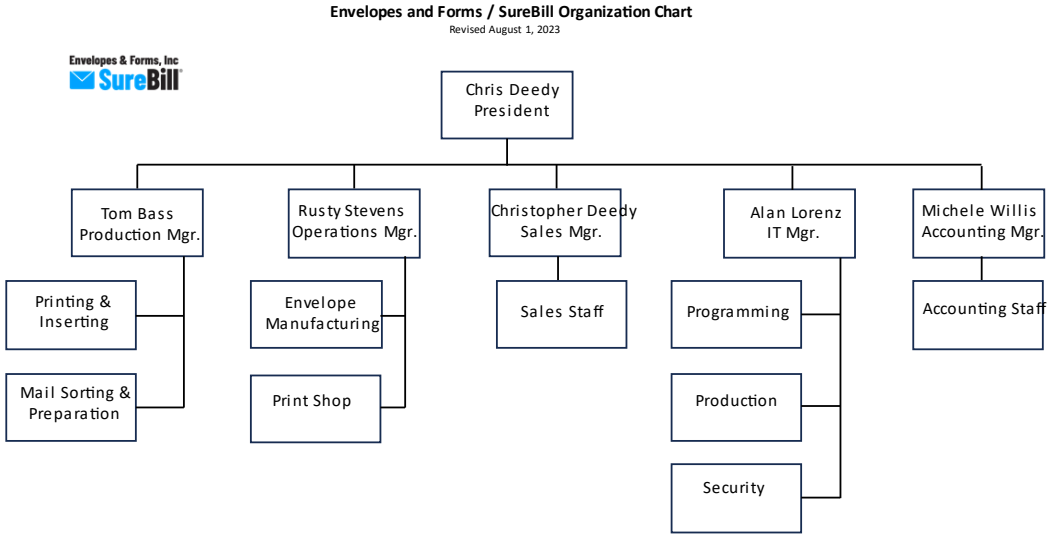
| Task | Description of Item to be Completed | Completed By | | Comments |
|---|---|---|---|---|
| | | SureBill | Forsyth Co. | |
| | **Phase 1 - 2 Weeks (Data)** | | | |
| 1 | Establish appropriate contacts and establish transmission procedure (Testing of SFTP) | X | X | Collection of information |
| 2 | Send test data, data layout and a bill sample for each type of bill | | X | Multiple bill types |
| 3 | Send high resolution artwork (i.e. logo) | | X | For use on bills |
| 4 | Use the above information to create the production program needed to produce the bills. | X | | |
| 5 | Format bill sample designs. | X | | |
| | **Phase Two - 2 Weeks (Bill Set-up)** | | | Bill designs will be an |
| 6 | Send bill sample back for approval or change from client | X | | Itterative process to refine the documents exactly how |
| 7 | Get approval from client for any changes made | | X | Forsyth wants them. |
| 8 | Manufacture envelopes and / or inserts | X | | |
| 9 | Prepare production facility for the new client | X | | |
| 10 | Provide schedules and volumes for files that will be sent for production | | X | |
| | **Phase Three 2 Weeks (Testing )** | | | |
| 11 | Perform first test run and present samples for approval | X | X | SureBill Runs tests. Forsyth reviews results. |
| 12 | Perform 2nd test run and present samples for approval | X | X | Conduct number of tests needed until correct. |
| 13 | Make changes to samples if necessary | X | | |
| 14 | Final approval of samples | | X | |
| 15 | Prepare for live transmission (Go Live) | X | | |

## Key Personnel

SureBill has a very experienced team that will work with Forsyth to bring you into production as quickly and efficiently as possible. Once in production, our team will work closely with Forsyth to ensure that everything flows as smoothly and securely as possible. SureBill's family atmosphere, good pay and excellent benefits allow us to keep a happy and experienced staff. For security reasons, we do not publicize the names of most team members or provide resumes, but the key leaders are below.

Chris Deedy is the president and owner and will continue to oversee everything from a high level. Alan Lorentz and his IT team will perform the IT tasks including the engineering work to bring Forsyth into production daily processing of billing files received from Forsyth. Rusty and the Operations team along with Tom and the Production team will ensure that the bills are printed and mailed on time with the correct inserts.

Below is information on Alan, Rusty, Tom and Chris. Each can be contacted at any time.




***Alan Lorentz, IT Manager***

Alan has 29 years in the printing/mailing industry of which the last 25 years have been invested in helping build SureBill. His knowledge and experience include every step of data integration, bridging programming with print production and electronic presentment.

Alan manages the IT Department, works closely with the programming and document design building workflows while supporting sales through the entire

onboarding process. Additionally, he gives day to day support for live production and works with the technical team supporting clients indefinitely. Other responsibilities include oversight for security and compliance. SureBill is AICPA SOC 2 Type 2 + HITrust certified as well as HIPAA compliant.

***Rusty Stevens – Operations Manager***

Rusty has over 35 years in the printing / mailing industry and has overseen SureBill's Operations for almost 30 years. He is an expert in all aspects of commercial printing, envelope manufacturing, and mail production and oversaw the development of every area of Production as the company grew.

His teams for envelope manufacturing, printing, and general operations are each led by highly qualified managers and staffed by experienced personnel. He oversees the scheduling of all jobs and ensures that all are completed on time with excellent quality. Rusty attended Georgia Tech.

***Tom Bass – Production Manager***

Tom has over 30 years of leadership experience in the print, mail, and distribution industry. Prior to joining SureBill in 2021, he spent over 20 years with ADP as VP of Operations. Tom's team was responsible for the printing and distribution of approximately 350 million documents annually. As VP/GM with Pitney Bowes Presort Services, he was responsible for the presorting and commingling of over 1 billion documents per year.

In addition to his wealth of experience, Tom brought with him to SureBill a client centric focus and quality driven outlook. Tom is responsible for leading SureBill's day-to-day bill production activities including printing, inserting, presorting / commingling, preparing the mail for the USPS, postal inspections, and final hand-off to the USPS.

***Chris Deedy – President & Founder***

Chris founded Envelopes and Forms, Inc. in 1984. After working in printing sales for several years he saw an opportunity to build a printing company focused on superior service and performance. After successfully focusing on commercial printing for many years, Chris founded SureBill in the late 1990s to focus on the printing and mailing of transactional documents. At each stage of growth, Chris saw new opportunities to improve customer service which led to the addition of envelope manufacturing, mail pre-sorting and commingling, and a very close relationship with the USPS.

Today, Chris focuses much of his time on his customers and corporate strategy. Keeping a finger on the industry pulse and evolving customer needs, Chris strategically reinvests profits back into the business. With many documents transitioning from paper to electronic delivery, Chris has positioned E&F / SureBill for the future. A large percentage of our documents are now delivered electronically via e-mail,

text, and IVR. Significant investments in our paper capabilities have enabled SureBill to provide documents that arrive faster to the customers mailbox with excellent quality. They are backed by superior service, flexibility, and security; all at a very competitive price. With Chris' high customer service standards, eye for quality & detail, and focus on the future, Chris looks forward to the next 39 years.

# 4. Quality Assurance

This section provides additional information about SureBill's quality focus and security capabilities. When discussing quality there are several key things to keep in mind. First, as a family owned company our name is on the line. We insist on the highest quality to protect our reputation. Second, we produce a large number of confidential documents for governments. We must adhere to their stringent quality and security requirements. Third, we produce documents for a number of healthcare organizations, so we must meet HIPAA standards. The result is that SureBill provides high quality and tight security for our customer's documents.

A key part of our high quality standards is the equipment we use and the SureBill people. These are discussed elsewhere in the RFP, but please note that our equipment is state-of-the-art and provides an excellent combination of quality and speed so we can produce high quality documents quickly. Our experienced staff closely monitors production and is our "first line of defense" for quality.

## Quality Assurance and Cyber Security

SureBill is both a **SOC-2 Type 2 Security Trust Principal Service Organization and HIPAA compliant**, so you can be assured that sensitive customer information will be handled securely and properly. This means that our operations meet their high standards and are fully documented. An annual audit is performed at which time our adherence to the written procedures is reviewed and certified by an independent auditor.

Due to sensitive governmental work performed by SureBill, **our employees have passed background checks and our facilities have been inspected by both the GBI and IRS**. So, you can be sure that your customer's confidential information will be handled properly.

Security is as important to SureBill as it is to our customers. With this in mind, SureBill will tailor data handling to meet our customer's security requirements whenever possible. For instance, all customer data passed to/from SureBill is transferred via a secure, encrypted link. Typically, SFTP or PGP encryption is used. If a customer prefers a different encryption protocol, we will use the protocol that they require.

All transfers of data to our back-up facility are via a secure link. We receive the data in an encrypted format and mirror it to the back-up facility without decrypting it.

Once received by SureBill, we use Windows Active Directory to ensure that only the people that need to work with the data have access to it. This means that access is restricted to only the appropriate IT professionals.

To prevent unauthorized access to confidential data longer term, our standard procedures call for customer data to be erased after 14 days. Again, we customize the timeframe to meet customer requirements.

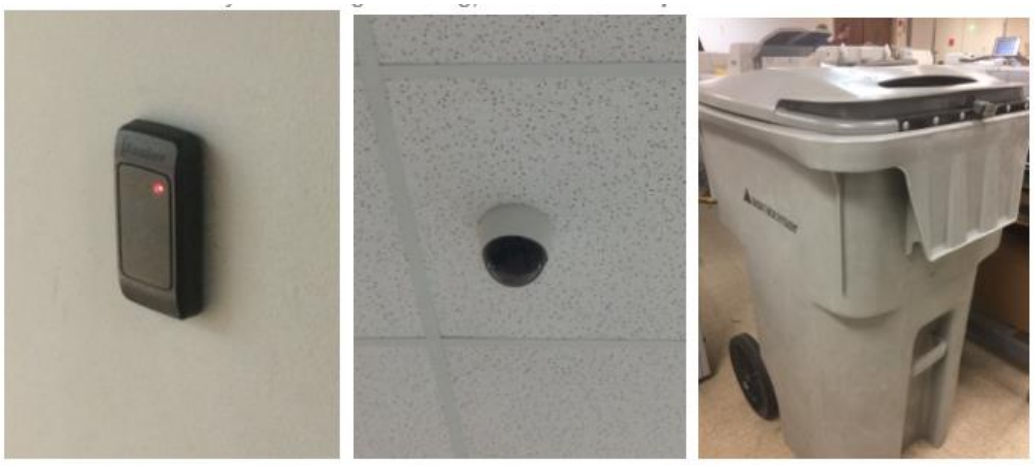
One important aspect of having all production in house is that SureBill never sends customer confidential information out of the building during the production process. SureBill is in control of the confidential information the entire time from when it enters our building until it leaves on the USPS truck in a sealed envelope on a wrapped pallet.

SureBill has never been hacked and we have confidence in our strong security protections. Part of our security plan is that we do not publish its details. If SureBill is selected, we would be glad to answer additional questions from Forsyth.

## Physical Security of Data

Once data is printed on paper other security measures are in place. All employees must pass a background check and certain employees have access to the print room. The print room is protected by a key card access, monitored and recorded by cameras.

Documents that are damaged or need to be reprinted for any reason are disposed of in a secure manner to protect confidential information. First, they are placed in locked containers that are located in several locations in the print room. On a regular schedule, an industrial shredding company brings a truck to SureBill to shred and dispose of the documents.



## NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid Documents)

BID DATE: October 17, 2024

PROJECT DESCRIPTION: Forsyth County - Print + Mail Utility Bills

STATE OF Georgia }

COUNTY OF Gwinnett }

S. Edward Deedy, being first duly sworn, deposes and says that (s)he is Sr. Account Manager (the sole owner, a partner, president, secretary, etc.) of Envelopes and Forms, Inc. dba SureBill the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against Forsyth County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: S. Edward Deedy Date: 10/16/2024

Signed and sworn to (or affirmed) before me on Oct. 16, 2024

by S. Edward Deedy,

Printed name(s) of individual(s) making statement.

who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

✓ Personally Known

Or

_____ Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Notary Public

My Commission Expires: 8/29/27

TRACI LAVERNWAY NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 29, 2027

(SEAL)

## Contractor Affidavit and Agreement

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

- ☐ 500 or more employees
- ☐ 100 or more employees
- ☒ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

329914
Federal Work Authorization User Identification Number

May 24, 2010
Date of Authorization

SureBill Envelopes and Forms Inc. dba
Name of Contractor

Print + Mail Utility Bills
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

Executed on Oct. 16, 2024 in Duluth (city), GA (state).

S. Edward Deedy
Signature of Authorized Officer or Agent

S. Edward Deedy
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF Oct., 2024.

Notary Public

[NOTARY SEAL]

My Commission Expires: 8/29/27

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

**SUBCONTRACTOR AFFIDAVIT**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt.

Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor:

- ☐ 500 or more employees
- ☐ 100 or more employees
- ☐ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

NOT Needed.

SureBill does not use Subcontractors

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

## Addendum Acknowledgement

Proposer acknowledges that the following addenda have been received and included in the proposal:

| Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued |
|---|---|---|---|---|---|
| 1 | 10/14/24 | | | | |
| | | | | | |

I hereby acknowledge receipt of the following checked Addendum of the RFP, Plans, Specifications, and/or other documents pertaining to the Project.

I understand that failure to confirm the receipt of addendum is cause for rejection of Proposal. It is the responsibility of the Proposer to ensure receipt of all addenda.

Variances:: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The County does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

Authorized Signature: S. Edwood Deady Date: 10/16/2024

# 6. Cost Proposal

This section presents pricing based on the monthly volumes presented in the RFP. If there are any questions, or if we've overlooked something, please let us know.

**Billing Package –** SureBill has a simple pricing scheme. We charge a set price for each billing package. The billing package includes everything needed to produce a 1 page bill. The only additional fee is when we have to cover our higher cost from additional pages. The price of a billing package includes the paper, printing, folding, inserting, envelopes, and PDF image of the bill indexed for your needs.

**8.9 cents each** **Billing Package** includes the following:

1) 1 page bill, 8½ x 11", 24# white paper, micro perf, full color duplex printing
2) #10 carrier envelope, white with double window, security tint
3) #9 return envelope, white with security tint, single window
4) Fold Utility Bill
5) Insert Utility Bill
6) PDF image of the bill, properly indexed for access by Forsyth

**1.4 cents** **Return Envelope**. If a return envelope is not needed in the bill package, this amount will be subtracted from the price.

**4.0 cents** **Each Additional Bill Page**. Full color duplex. Bills with multiple pages will be charged at this rate for pages 2 through the final page.

**1.0 cent** **Bills Not Printed** – For these bills, SureBill must process the data, create a PDF image, and store the image for two years.

**5.0 cents** **Each Additional Page – Onsert** - If an insert is added that can be printed in-line with the bill (an onsert), it is similar to a second page. However, there is a slightly higher charge to cover the IT expense to set up the onsert. Full page, full color, duplex.

**8.9 cents each** **Double Panel Post Card** for delinquent notices. Note: about 15 cents postage will be saved compared to the notice in an envelope.

**$150 / Hour** Standard hourly rate for engineering services after Forsyth goes live. We will obtain approval before beginning any chargeable work. We will not charge for minor activities requiring an hour or less.

**Initial Implementation** – SureBill will not charge Forsyth a fee for the set-up activities to bring them into production. Once Forsyth is in production, our standard fees will apply.

**Junk Fees –** We do not have "junk fees" associated with the regular manufacturing and mailing of your bills. Some competitors charge for a variety of miscellaneous things such as: processing at peak times, processing off hours, charge to insert, charge for electronic PDF images, etc. At SureBill, all these items are included and you just pay one fee for each billing package.

**Inserts –** As described above, if the insert / onsert can be printed in-line with the bill (i.e., 8 ½" x 11" insert printed on billing paper) the onsert will be priced at 5 **cents each**.

If the specifications of the insert require that it be printed separately and inserted with the bill the price will be quoted based on the characteristics of the insert (e.g., size, type of paper, quantity, etc.).

Please note that if SureBill prints an insert we do not charge to insert it in a billing package. Thus, our customers usually save money three ways: (1) Our cost to print the insert is usually less than our competitors; (2) there are no freight charges; (3) no insertion fee. As a bonus, it also saves a good bit of time if SureBill prints the insert. Please note: if SureBill does not print an insert we do charge **1 cent each** to insert it in the package.

**Postage –** The actual postage rate can vary based on the volumes by zip code in each cycle. For instance, if there are zip codes without a lot of volume in a particular cycle, we could lose the USPS volume discounts on those bills. So, we can only estimate the postage rates until we gain experience with how the Forsyth mail will sort. The first class, 5 Digit postage rate is currently **$0.545 (54.5 cents)**. The next step up is the AADC rate of **$0.593 (59.3 cents)**. Based on our experience, we feel that most, but not all, Forsyth bills will qualify for the 5 digit rate.

We will analyze the actual postage after the first month of operations and adjust the postage rate up or down according to our real world experience. With our pre-sorting operations, Forsyth can be confident that SureBill will generate the lowest possible postage rates.

Please note that included in the postage rate will be a number of postage / mail related tasks that SureBill performs for every piece of mail. This includes:

1) CASS
2) DPV
3) NCOA
4) Physically Sort & Commingle to obtain best postage rate
5) Prepare for USPS (e.g., sleeve, band, label, wrap, scan, upload, etc.)
6) Deliver to USPS (e.g., inspection support, forklift, etc.)

Please note that the postage rate will change during the term of the contract. The USPS has been raising postage rates an average of twice per year for the past several years. When there are USPS increases, SureBill will adjust the postage rate.

SureBill requires that postage be paid in advance into an escrow account. The USPS deducts the postage on the day that the bills mail, so the funds must be in place. Forsyth will be provided a monthly postage reconciliation report.

SureBill's private, double panel, postcard is first class mail but has postage that is about 15 cents less than a first class letter. The current 5 digit rate is **$0.384 (38.4 cents)** and the AADC rate is **$0.406 (40.6 cents)**. As with the bills, we will analyze and adjust as appropriate.

Please note: there will be additional postage charges for mail that does not qualify for the first class letter rate such as: flats, international mail, over weight mail, etc.

**Future Price Increases** – Please note that it is our intention that the pricing in the Proposal Cost Sheet will be firm for the term of this Agreement. However, in recent years we have seen significant inflation throughout our economy, which has forced some price adjustments. We will not change prices during the first 12 months of the contract. After that, we will review prices annually and adjust if, from the start of the contract, the CPI increases more than 5% or if the cost of paper rises more than 5%. SureBill will provide standard industry documentation to substantiate the relative price increase.

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Sheriff | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | Richard Tucker |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Richard Tucker |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval to award Bid 25-37-2210 to Lanier Tire & Wheel, Inc. for Vehicle Repairs and Preventative Maintenance As-Needed for the Sheriff's Office with approval of the associated General Services Agreement - Director of Business Operations, Sheriff's Office

**Recommended Action:** **Approve Award**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by: Adrian Casey

Comments: Purchase Order to be issued.

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES

Reviewed by: Jeff Strickland

Comments: Reviewed and approved on 12/3/2024

**Comments by Legal:**

**Workflow Selected:** **Jud and Elec Officials w/ Procurement and Finance Review**

**Approval List:**

Heidi Cofield, Administration — Created -

Adrian Casey, Procurement

Nick Curry, Sheriff

Rebecca Whitmire, Finance

David McKee, Administration

**FORSYTH COUNTY**

**BID NO. 25-37-2210**

**Vehicle Repairs & Preventative Maintenance As Needed**

****APPARENT BID RESULTS****

**Bidder: LANIER TIRE & WHEEL, INC.**

| Item No. | Preventative Maintenance | CY 2025 | CY 2026 | CY 2027 |
|---|---|---|---|---|
| 1 | Preventative Maintenance Service using Non-Synthetic Oil: (Up to 5 Quarts, including filter) | $33.95 | " | " |
| 2 | Cost per Quart of Non-Synthetic Oil of additional oil needed: | $2.99 | " | " |
| 3 | Preventative Maintenance Service using Full-Synthetic Oil: (Up to 5 Quarts, including filter) | $48.95 | " | " |
| 4 | Cost per Quart of Full-Synthetic Oil if additional oil needed: | $3.99 | " | " |
| 5 | Preventative Maintenance Service using Blended Oil: (Up to 5 Quarts, including filter) | $33.95 | " | " |
| 6 | Cost per Quart of Blended Oil if additional oil needed: | $2.99 | " | " |
| 7 | Estimated Time to Complete Service | 45 mins | " | " |
| 8 | Sample of checklist form included | Yes ✓ No ____ | Yes ✓ No ____ | Yes ✓ No ____ |
| | **Brake Service and Repair Dates** | | | |
| 9 | Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $75.00 | " | " |
| 10 | Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $75.00 | " | " |
| 11 | Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $75.00 | " | " |
| 12 | Turn Front Disc Brake Rotors (Price Each): | $37.50 | " | " |
| 13 | Flush Brake System: | $65.00 | " | " |
| 14 | Pursuit Vehicle Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $75.00 | " | " |
| 15 | Pursuit Vehicle Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $75.00 | " | " |
| 16 | Pursuit Vehicle Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $75.00 | " | " |
| 17 | Pursuit Vehicle Turn Front Disc Brake Rotors (Price Each): | $37.50 | " | " |
| 18 | Pursuit Vehicle Flush Brake System: | $65.00 | " | " |
| 19 | Estimated Time to Complete Service | 45 mins | " | " |
| | **Repairs outside of Preventative Maintenance** | | | |
| 19 | Hourly Charge for Labor | $89.00 | " | " |
| 20 | Materials Cost - Indicate percentage rate above or below actual cost + or - % | 60% | " | " |

*THESE BIDS WERE OPENED AND READ ALOUD ON* ***November 14th, 2024*** *IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.*

**Signature:** Hayley Robinson **Date:** 11.14.2024

**Signature:** Adrienne Trammel **Date:** 11-14-2024

**FORSYTH COUNTY**

**BID NO. 25-37-2210**

**Vehicle Repairs & Preventative Maintenance As Needed**

****APPARENT BID RESULTS****

**Bidder: LANIER TIRE & WHEEL, INC.**

| Item No. | Preventative Maintenance | CY 2025 | CY 2026 | CY 2027 |
|---|---|---|---|---|
| 1 | Preventative Maintenance Service using Non-Synthetic Oil: (Up to 5 Quarts, including filter) | $ 33.95 | $ 33.95 | $ 33.95 |
| 2 | Cost per Quart of Non-Synthetic Oil of additional oil needed: | $ 2.99 | $ 2.99 | $ 2.99 |
| 3 | Preventative Maintenance Service using Full-Synthetic Oil: (Up to 5 Quarts, including filter) | $ 48.95 | $ 48.95 | $ 48.95 |
| 4 | Cost per Quart of Full-Synthetic Oil if additional oil needed: | $ 3.99 | $ 3.99 | $ 3.99 |
| 5 | Preventative Maintenance Service using Blended Oil: (Up to 5 Quarts, including filter) | $ 33.95 | $ 33.95 | $ 33.95 |
| 6 | Cost per Quart of Blended Oil if additional oil needed: | $ 2.99 | $ 2.99 | $ 2.99 |
| 7 | Estimated Time to Complete Service | 45 MINS | 45 MINS | 45 MINS |
| 8 | Sample of checklist form included | Yes ___X_____ No _____ | Yes ___X_____ No _____ | Yes ____X____ No _____ |
| | **Brake Service and Repair Dates** | | | |
| 9 | Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $ 75.00 | $ 75.00 | $ 75.00 |
| 10 | Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $ 75.00 | $ 75.00 | $ 75.00 |
| 11 | Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $ 75.00 | $ 75.00 | $ 75.00 |
| 12 | Turn Front Disc Brake Rotors (Price Each): | $ 37.50 | $ 37.50 | $ 37.50 |
| 13 | Flush Brake System: | $ 65.00 | $ 65.00 | $ 65.00 |
| 14 | Pursuit Vehicle Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $ 75.00 | $ 75.00 | $ 75.00 |
| 15 | Pursuit Vehicle Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $ 75.00 | $ 75.00 | $ 75.00 |
| 16 | Pursuit Vehicle Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $ 75.00 | $ 75.00 | $ 75.00 |
| 17 | Pursuit Vehicle Turn Front Disc Brake Rotors (Price Each): | $ 37.50 | $ 37.50 | $ 37.50 |
| 18 | Pursuit Vehicle Flush Brake System: | $ 65.00 | $ 65.00 | $ 65.00 |
| 19 | Estimated Time to Complete Service | 45 MINS | 45 MINS | 45 MINS |
| | **Repairs outside of Preventative Maintenance** | | | |
| 19 | Hourly Charge for Labor | $ 89.00 | $ 89.00 | $ 89.00 |
| 20 | Materials Cost - Indicate percentage rate above or below actual cost + or - % | 60% above | 60% above | 60% above |

*THESE BIDS WERE OPENED AND READ ALOUD ON* ***November 14th, 2024*** *IN THE FORSYTH COUNTY PROCUREMENT DEPARTMENT.*

**Signature:** **Date:**

**Signature:** **Date:**

# SERVICES AGREEMENT

# ITB NO. 25-37-2210

**THIS SERVICES AGREEMENT** is made and entered into as of the _____ day of _____, 2025 (the "Effective Date") by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and **LANIER TIRE & WHEEL, INC.**, a Georgia Corporation, ("Contractor"), collectively, the "Parties".

**WITNESSETH THAT:**

**WHEREAS,** the County desires to retain Contractor to provide certain services generally described as Vehicle Repairs & Preventative Maintenance on an as-needed basis; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

**Exhibit "A"** – Scope of Services
**Exhibit "B"** – Compensation of Services
**Exhibit "C"** – Insurance Requirements
**Exhibit "D"** – Contractor Affidavit
**Exhibit "E"** – Subcontractor Affidavit
**Exhibit "F"** – Supplementary Terms and Conditions

**B.** **The Work.** The work to be completed under this Agreement (the "Work") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference, and more specifically described in each task order authorized by County and issued by County to Contractor ("Task Order").

**C.** **Term of Agreement.**

(1) Contractor shall perform its services in a prompt and timely manner which will not impose delays on the progress of the Work. This Agreement shall continue in effect until the earlier of i) the termination of this Agreement pursuant to the terms hereof, or ii) December 31st, 2027 (the "Term").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

## II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is

specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number, Task Order number, and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each Task Order and component of the Work as a percentage of the total Work authorized for such Task Order and component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto and in each Task Order, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in such Task Order and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in each Task Order and in this Agreement.

Compensation for out of scope work will only be paid after the County authorizes and issues to the Contractor a Task Order amendment or a separate Task Order for the specific additional tasks, issues a written notice to proceed for the specific additional tasks, and receives an invoice meeting the requirements of this Agreement. A Task Order containing a written scope of work, an agreed upon additional fee, a schedule for starting and completing the additional tasks, and an agreed upon extension of the time for performance, if needed to complete the additional work, will be required before the County issues a notice to proceed for additional work. All additional work will be subject to all other terms and provisions of this Agreement.

**C.** The compensation as provided for in each Task Order and this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto and in each applicable Task Order. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**, and only then for goods or services applicable to the Work.

## IV. COVENANTS OF CONTRACTOR

### A. <u>Expertise of Contractor; Licenses, Certification and Permits; Performance</u>.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent professional contractors performing comparable services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

**B. County's Reliance on the Work.**

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**C. Assignment of Agreement.**

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of County.**

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "Indemnified Party") for, from, and against any and all claims, suits, actions, judgments,

injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "Indemnity Obligation"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

## E. Independent Contractor.

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

## F. Insurance.

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to,

commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VIII or greater.

**G. <u>Employment of Unauthorized Aliens Prohibited</u> – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

**H. Records, Reports and Audits**

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

**I. Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

**J. Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff

to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**K.** **Key Personnel.** Reserved.

**L.** **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

**M.** **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**N.** **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include

the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O. Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

**P. Supplementary Terms and Conditions.** The Contractor shall comply with and perform the Work in accordance with this Agreement, the Task Orders issued under this Agreement, and all applicable federal, state, and local laws, regulations, rules, orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, the requirements, terms, and conditions set forth in **Exhibit "F"**, attached hereto and incorporated herein by reference.

## V. PERFORMANCE STANDARDS; TERMINATION

**A.** The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**B.** If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

**C.** The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to

completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

**D.** Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**E.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

**F.** The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. MISCELLANEOUS

**A.** **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by an amendment, a written change order (as provided in Section II above), or other document signed by representatives of both Parties with appropriate authorization.

**B.** **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

**C.** **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**D.** **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to

the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

**E. Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

**F. Notices.** All other notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Attn: Adrienne Trammel
Forsyth County Procurement
514 West Maple Street, Suite 104
Cumming, Georgia 30040

**NOTICE TO THE CONTRACTOR** shall be sent to:

Attn: Michael Hyde, CEO
1470 Ventura Drive
Cumming, GA 30040

**G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**I. Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**J. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on

a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**K.** **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**L.** **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement, which is effective as of the Effective Date first written above.

**CONTRACTOR:**

**LANIER TIRE & WHEEL, INC.**

By: Michael Hyde, Pres.
Michael Hyde, CEO

[CORPORATE SEAL]

Attest: Michael Hyde
Michael Hyde, Corporate Secretary

**COUNTY:**

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chairman

[COUNTY SEAL]

Attest: _____
County Clerk

## EXHIBIT "A"

## Scope of Services

**a.** Contractor shall provide factory certified quality parts, equipment and labor for repairs and preventative maintenance service, including brakes, for all passenger vehicles under 8500 lbs. in the Forsyth County Sheriff Office fleet. A preventative maintenance checklist form shall be completed by the service technician and provided to the vehicle operator for every preventative maintenance service visit. The checklist form shall document mileage and also include observations and explanations from the vehicle inspection. A sticker advising next service date shall be affixed inside the vehicle top left side windshield.

**b.** As needed preventative maintenance shall include vehicle inspection, lubrications, adjustments and replacement of approved worn parts. Should a vehicle require scheduled maintenance or repairs then additional authorization from department contact would be required prior to service. All parts shall meet or exceed manufacturer specifications. All parts required for pursuit-rated vehicles must use factory certified parts for the application.

**c.** Contractor shall maintain service records for each vehicle using vehicle identification number and including make, model and year. When possible, both the unit number and tag number shall be recorded for each transaction. If known, Contractor will be responsible for advising vehicle operator of active warranty advisements, part recalls and technical service bulletins

**d.** Upon completion of service, both employee signature and employee number must be recorded on Contractor invoice for payment processing. All service records shall be Forsyth County property and shall be available for review when requested.

**e.** All existing vehicles shall be covered during the term of this agreement with the possibility of additions and deletions. Any vehicles added during the term of this contract shall be included in the original bid pricing for services.

**Preventative Maintenance**

**a.** At 5,000-mile intervals using factory certified quality parts and 5W-40 engine oil or a weight as recommended by manufacturer, the following should be addressed during a routine preventative maintenance schedule.

- Engine Oil and Filter Changes
- Transmission Fluid
- Fuel System
- Cooling System
- Engine and Transmission Mounts
- Drive Shafts or CV Joints
- Belts and Hoses
- Electrical System Components
- Braking System
- Steering and Suspension System
- Tires, Wheels, and Rims (observation/comments only)
- Exhaust System
- Undercarriage and Frame
- Exterior and Interior Lights
- Body Glass and Mirrors
- Windshield Wiper System
- Horn, Seatbelts and Seat Structures
- Fluid Leaks

**Repairs outside of Preventative Maintenance**

**a**. These are possible repairs that may occur and need to be addressed outside of Preventative Maintenance.

- Battery and Battery Replacement
- Alignment
- CV Axle
- CV Joints/Boots
- Control Arms with Ball Joints
- Control Arms without Ball Joints
- O2 Sensor
- Bulb Replacements, Fuses, Fusible Links
- Idler Pulley
- Fuel Pump
- Fuel Pump Assembly
- Lamp Assembly
- Speed Sensor

# EXHIBIT "B"

## Compensation of Services

Forsyth County

Bid Schedule 25-37-2210

Vehicle Repairs & Preventative

Maintenance As Needed

| Item No. | Preventative Maintenance | CY 2025 | CY 2026 | CY 2027 |
|---|---|---|---|---|
| 1 | Preventative Maintenance Service using Non-Synthetic Oil: (Up to 5 Quarts, including filter) | $ 33.95 | $ 33.95 | $ 33.95 |
| 2 | Cost per Quart of Non-Synthetic Oil of additional oil needed: | $ 2.99 | $ 2.99 | $ 2.99 |
| 3 | Preventative Maintenance Service using Full-Synthetic Oil: (Up to 5 Quarts, including filter) | $ 48.95 | $ 48.95 | $ 48.95 |
| 4 | Cost per Quart of Full-Synthetic Oil if additional oil needed: | $ 3.99 | $ 3.99 | $ 3.99 |
| 5 | Preventative Maintenance Service using Blended Oil: (Up to 5 Quarts, including filter) | $ 33.95 | $ 33.95 | $ 33.95 |
| 6 | Cost per Quart of Blended Oil if additional oil needed: | $ 2.99 | $ 2.99 | $ 2.99 |
| 7 | Estimated Time to Complete Service | 45 MINS | 45 MINS | 45 MINS |
| 8 | Sample of checklist form included | Yes ___X____ No _____ | Yes ___X____ No _____ | Yes ____X____ No _____ |
| | **Brake Service and Repair Dates** | | | |
| 9 | Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $ 75.00 | $ 75.00 | $ 75.00 |
| 10 | Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $ 75.00 | $ 75.00 | $ 75.00 |
| 11 | Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $ 75.00 | $ 75.00 | $ 75.00 |
| 12 | Turn Front Disc Brake Rotors (Price Each): | $ 37.50 | $ 37.50 | $ 37.50 |
| 13 | Flush Brake System: | $ 65.00 | $ 65.00 | $ 65.00 |
| 14 | Pursuit Vehicle Front Disc Brake Service: (Includes resurfacing disc brakes rotors and Repacking wheel bearings if applicable) | $ 75.00 | $ 75.00 | $ 75.00 |
| 15 | Pursuit Vehicle Rear Brake Service: (Includes resurfacing brake rotors or drums and adjusting emergency brake) | $ 75.00 | $ 75.00 | $ 75.00 |
| 16 | Pursuit Vehicle Four Wheel/All-Wheel Drive Brake Service: (Includes resurfacing disc brake rotors, clean Four-wheel drive assembly) | $ 75.00 | $ 75.00 | $ 75.00 |
| 17 | Pursuit Vehicle Turn Front Disc Brake Rotors (Price Each): | $ 37.50 | $ 37.50 | $ 37.50 |
| 18 | Pursuit Vehicle Flush Brake System: | $ 65.00 | $ 65.00 | $ 65.00 |
| 19 | Estimated Time to Complete Service | 45 MINS | 45 MINS | 45 MINS |
| | **Repairs outside of Preventative Maintenance** | | | |
| 19 | Hourly Charge for Labor | $ 89.00 | $ 89.00 | $ 89.00 |
| 20 | Materials Cost - Indicate percentage rate above or below actual cost + or - % | 60% above | 60% above | 60% above |

## EXHIBIT "C"

## INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

| | | |
|---|---|---|
| a) | Workers' Compensation | Statutory Requirement |
| b) | Employer's Liability, per Occurrence | $1,000,000 |

2. Comprehensive General Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Personal & Advertising Injury Limit | $1,000,000 |
| c) | General Aggregate Limit | $2,000,000 |
| d) | Products/Completed Operations Aggregate Limit | $2,000,000 |

3. Comprehensive Automobile Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| b) | Comprehensive form covering all owned, non-owned, and hired vehicles | |

4. Excess Umbrella Liability Insurance:

| | | |
|---|---|---|
| a) | Per Occurrence and Aggregate Limit | $3,000,000 |
| b) | Coverage at least as broad as primary coverage as under 1, 2, and 3 above | |

## EXHIBIT "D"

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☒ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

242660
Federal Work Authorization User Identification Number

August 2011
Date of Authorization

Lanier Tire & Wheel, Inc.
Name of Contractor

Vehicle Repairs & Preventative Maintenance As needed
Name of Project

**Forsyth County, Georgia**
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 12/2, 2024 in Cumming (city), Georgia (state).

Michael Hyde, Pres.
Signature of Authorized Officer or Agent

Michael Hyde, Pres.
Printed Name and Title of Authorized Officer or Agent

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

Kristin Thibault
Notary Public

[NOTARY SEAL]

KRISTIN THIBAULT NOTARY PUBLIC MY COMMISSION EXPIRES 6/27/2025 FORSYTH COUNTY, GEORGIA

My Commission Expires: 6/27/25

**EXHIBIT "E"**

**STATE OF GEORGIA**
**COUNTY OF FORSYTH**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, _____, 2024 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC
[NOTARY SEAL]
My Commission Expires:_____

## EXHIBIT "F"

## Supplementary Terms and Conditions

NONE

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Sheriff | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | Richard Tucker |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Ron Freeman |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board authorization for Forsyth County, on behalf of the Sheriff's Office, to apply for the Governor's Office of Highway Safety (GOHS) FFY 2026 Innovative Grant in an amount up to $136,000.00 with a required 20 percent match of up to $34,000.00 for the Highway Enforcement and Aggressive Traffic (HEAT) program – Director of Business Operations, Sheriff's Office

**Recommended Action:** **Authorize**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**YES/NO**: YES

Reviewed by: Greg Mayfield

Comments:

**Comments by Legal:** Incorporated into item

**Workflow Selected:** **CM Approval w/ Finance Review**

**Approval List:**

Heidi Cofield, Administration Created -

Dabney Brand, Sheriff

Nick Curry, Sheriff

Rebecca Whitmire, Finance

David McKee, Administration

# “Innovative Grants”
# Request for Proposals (RFP)
## FFY2026 Initial Proposal

**Georgia Governor’s Office of Highway Safety**
**James H “Sloppy” Floyd Veterans Memorial Bldg.**
**2 Martin Luther King Jr. Drive SE. Suite 370, East Tower**
**Atlanta, GA 30334**

**Telephone: 404-656-6996 Toll Free: 1-888-420-0767**
**Fax: 404-651-9107**
**www.gahighwaysafety.org**

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- Attachment A – Problem Identification
- Attachment B – Samples: Program Objectives, Activities & Evaluations
- Attachment C – Allowable and Unallowable Costs
- Attachment D – GOHS Requirements for Non-Profit Organizations
- Attachment E – Acworth, Georgia Workshop
- Attachment F – Grovetown, Georgia Workshop
- Attachment G – Byron, Georgia Workshop
- Attachment H – Supplier Change Request Form
- Attachment I – Supplier Change Request Form Instructions
- Attachment J – The Safe System Approach
- Attachment K – Agency Information Form

# Grants to Develop "Innovative" Highway Safety Programs to Save Lives in Georgia

## GOHS Mission Statement

*The mission of the Georgia Governor's Office of Highway Safety is to educate the public on safe driving behaviors; to implement highway safety campaigns and programs that reduce crashes and eliminate injuries and fatalities on Georgia roadways.*

### Description of Highway Safety Problems

In 2022, there were 1,797 fatalities that occurred in motor vehicle traffic crashes on Georgia roadways. Between 2018 and 2022, the number of suspected serious crash injuries increased by 35%, from 6,401 in 2018 to 8,660 in 2022. The number of traffic-related fatalities increased from 1,505 fatalities in 2018 to 1,797 in 2022. Though there have been decreases in both the number of fatalities (-1%) and serious injuries (-3%) from 2021 to 2022, this is still higher than pre-pandemic norms. All Regions (Atlanta, Other Urban, and Rural) experienced an increase in the number of motorcyclist fatalities, pedestrian fatalities, bicyclist fatalities, alcohol-related fatalities, speeding-related fatalities, and fatalities involving large trucks. Rural regions also experienced an increase in the number of passenger vehicle occupant fatalities, unrestrained passenger vehicle occupant fatalities, and older drivers aged 65+ years involved in fatal crashes.

- **Unrestrained Fatalities:** In 2022, there were 1,797 traffic fatalities in Georgia, of which 1,092 (61%) were occupants of passenger vehicles (PV). Nearly half of the passenger vehicle occupants who were fatally injured were unrestrained (47%), 42% were restrained, and 11% had unknown restraint use. The seatbelt usage rate increased 1.2% from the 2023 rate with an overall usage rate of 88.8%, the first increase in 8 years.
- **Impaired Driving Fatalities:** In Georgia, drivers are considered legally alcohol-impaired when their BACs are .08 grams per deciliter (g/dL) or higher. In 2022, there were 507 traffic fatalities that involved at least one alcohol-impaired driver—a 8% increase from the 469 alcohol-impaired fatalities in 2021. These alcohol-impaired fatalities represented 28% of all traffic fatalities that occurred on Georgia roadways in 2022—compared to 32% nationwide.

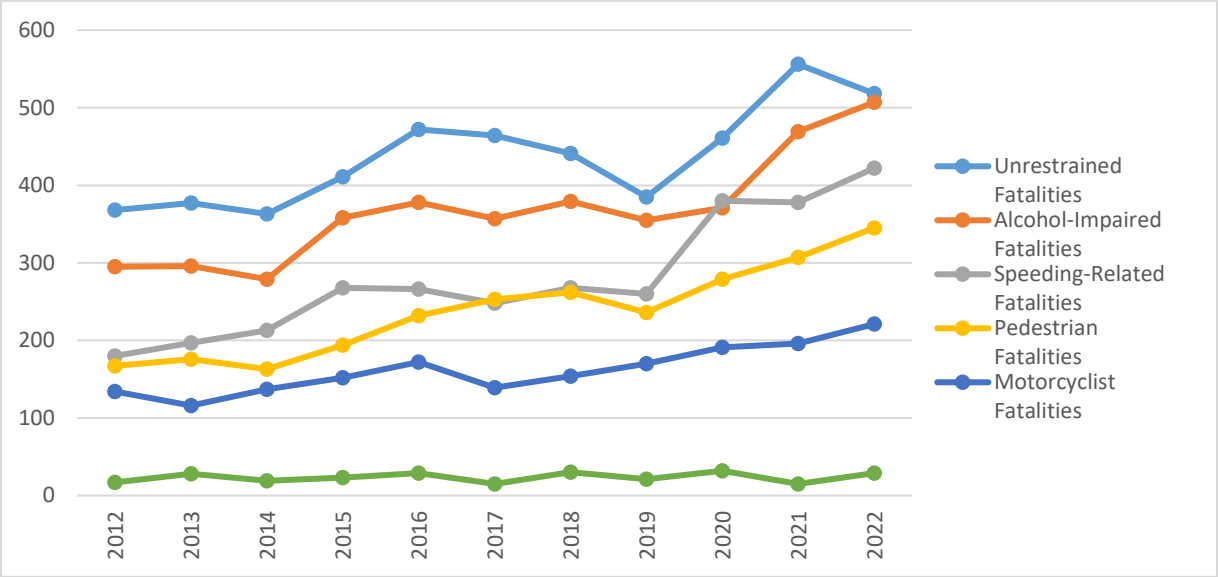
  In 2022, 13% of all drivers in fatal crashes were suspected of drug-involvement or had positive drug test results. Drug-related fatalities represented 20% of all traffic related fatalities in 2022.
- **Speed-Related Fatalities:** A ten-year trend shows that speeding-related fatalities more than doubled, from 180 in 2012 to 422 in 2022. Between 2021 and 2022, speeding-related fatalities increased by 12%, from 378 to 422 fatalities.

Twenty-three percent of all traffic fatalities (422 out of 1,797) were speeding-related in 2022, compared to 21% (378 out of 1,809) in 2021. Nationwide, 29% of all fatal crashes were speeding-related in 2022.

- **Pedestrian Fatalities:** In 2022, there were 345 pedestrians fatally injured in traffic crashes, a 12% increase from the 307 pedestrian fatalities in 2021. In 2022, two-thirds of pedestrian fatalities (67%) and nearly half (48%) of pedestrian injuries occurred on roadways with posted speed limits at or above 45 mph.
- **Motorcyclist Fatalities:** In 2022, there were 1,797 fatalities that occurred in motor vehicle traffic crashes on Georgia roadways. The 221 motorcyclist fatalities that occurred in 2022 represented 12% of all traffic fatalities and is the highest number of motorcyclist fatalities experienced in the past decade.

  Between 2021 and 2022, motorcycle registrations increased by 3% (from 212,788 to 214,760), and motorcyclist fatalities increased by 13% (from 196 to 221). As a result, the rate of motorcycle fatalities increased by 12%, from 92.1 to 102.9 motorcycle fatalities per 100,000 motorcycle registrations.
- **Bicyclist Fatalities:** There was an average of 25 bicyclist fatalities in traffic crashes each year between 2018-2022. In 2022, there were 29 bicyclist fatalities on Georgia roadways, an increase from the 15 bicyclist fatalities in 2021. The bicyclist crash rate is highest in urban counties outside of the Atlanta region. Fifty-five percent of bicyclist crashes occur at intersections.
- **Older Drivers:** Fatal crashes involving drivers aged 65+ decreased by 11% (from 341 drivers in 2021 to 305 in 2022), and the rate of drivers 65+ years involved in fatal crashes per 100,000 population decreased by 13%. The number and rate of drivers in the 55-to-64 age group involved in fatal crashes decreased by 12%. Across the decade, drivers 65+ years represented approximately 13% of all drivers involved in fatal crashes.
- **Young Drivers:** In 2022, the number of young drivers (ages 15-to-20 years) involved in fatal crashes decreased by 12% (from 218 drivers in 2021 to 192 drivers in 2022). During this same period, the rate of young drivers involved in fatal crashes per 100,000 population decreased by 13% (from 24.0 to 20.9). Young drivers represented 7.6% of all drivers involved in fatal crashes in 2022—2.1% were 15-to-17 years of age, and 5.5% were 18-to-20 years of age.

## Georgia Traffic Fatalities by Traffic Safety Performance Measure ( 0 0 )




Source: FARS 2012-2022

**NOTE:** For more state and local data, please visit the GOHS website at https://www.gahighwaysafety.org/ and then to the Traffic Data at the top of the page.

# Program Areas

Georgia Governor's Office of Highway Safety has been granted federal funds from the National Highway Traffic Safety Administration (NHTSA) under the Bipartisan Infrastructure Law (BIL) to promote the development and implementation of **innovative** programs to address highway safety problems relating to speeding, impaired driving, pedestrian & bicycle safety, motorcycle safety, occupant protection, and other highway safety programs. Proposed programs must be data driven and based on proven countermeasures (see a list of best practices at: **GOHS Best Practices** and must address one or more of the following issues:

**Motorcycle Safety Education Program**

- A program designed to promote public awareness and outreach programs to enhance driver's awareness of motorcyclists, such as Share-the-Road safety messages developed using Share-The-Road Model language available on the NHTSA website.
- A program designed to eliminate impaired related motorcyclist injuries and fatalities in identified high risk areas.

**Occupant Protection Programs**

- Education and training programs that increase safety belt usage and lead to increased use of properly installed child safety restraint systems. The program should be designed to reach areas with low safety belt and child safety seat usage, non-English speaking populations, low income, and underserved populations.

**Teen Traffic Safety Programs**

- Peer to peer education and prevention strategies in schools and communities designed to:
    1. Increase safety belt use
    2. Reduce speeding
    3. Reduce impaired and distracted driving
    4. Reduce underage drinking
- Programs designed to increase the public's awareness of the Teenage and Adult Drivers' Responsibility Act (TADRA) and safe and defensive driving techniques will also be considered.

**Young Adult Traffic Safety Program**

- A program designed to reduce the incidence of alcohol and/or drug -impaired driving or distracted driving by persons between the ages of 18 and 24, which must involve at least one of the following components: 1) participation of employers, 2) participation of colleges and universities, or 3) participation of hospitality industry.

**Law Enforcement Programs**

- A program designed to implement innovative highly visible and highly publicized law enforcement strategies to eliminate serious injuries and fatalities which occur on the roadways of Georgia. Priority programs could include occupant protection, speed, impaired driving, distracted driving, a combination of, or any other focus area as identified in the problem ID.

**Administrative Judges and DUI Court Programs**

- A program designed to train judges and prosecutors on highway safety issues, including but not limited to: Standardized field sobriety testing techniques, innovative sentencing techniques, update on new traffic laws and license sanctioning procedures, effective prosecution of DUI offenders, and incorporating treatment as appropriate into judicial sentencing for drivers between the ages of 21 and 34 who have been convicted of first time DUI/DWI.
- A program designed to remove repeated DUI offenders from Georgia's roadways through innovative prosecutorial/adjudication programs.

**Minority Highway Safety Programs**

- Programs focused on minorities, particularly the populations of non-English as a primary language. Programs must focus on the awareness of the laws relating to safety belt and child restraint uses, impaired driving, or pedestrian safety initiatives.

**Non-Motorized Safety Grants**

Non-motorized road user means a pedestrian; an individual using a nonmotorized mode of transportation, including a bicycle, a scooter, or a personal conveyance; and an individual using a low-speed or low-horsepower motorized vehicle, including an electric bicycle, electric scooter, personal mobility assistance device, personal transporter, or all-terrain vehicle.

- Education and enforcement programs should be designed to eliminate nonmotorized injuries and fatalities within high-risk counties. The development and implementation of programs should focus on the non-motorized road user and motorist to enhance knowledge and skills via outreach, community base, awareness and etc.:
- Programs should focus on the following:
    1. Training of law enforcement officials relating to nonmotorized road user safety, State laws applicable to nonmotorized road user safety, and infrastructure designed to improve nonmotorized road user safety.
    2. Enforcement mobilizations and campaigns designed to enforce state traffic laws applicable to nonmotorized road user safety.

3. Public Information and awareness programs designed to inform motorists and nonmotorized road users the importance of speed management to the safety of the nonmotorized road user, the value of safety equipment (lighting, conspicuity equipment, mirrors, helmets, etc.), and state or local laws regarding safety equipment.
4. Public Information and awareness programs designed to inform motorists and nonmotorized road users the state laws applicable to nonmotorized road user safety, including the responsibilities of motorists with respect to nonmotorized road users.

**Older Drivers and Passengers**

- The aging Georgia population is more susceptible to fatal injury than younger motor vehicle occupants. Programs targeting this age group should be skill-based programs for older drivers to enhance driving skills or educational programs that focus on relevant physical and cognitive changes of aging.

**Unattended Passengers Program**

- Programs should be designed to educate the public regarding the risks of leaving a child or unattended passenger in a vehicle after the vehicle motor is deactivated by the operator.

**Evaluation and Survey Program**

- **Evaluation Program** should be designed to evaluate GOHS grants and projects on a monthly and yearly basis. A database should be created and maintained to monitor monthly reporting and activity of grantees.

If you are interested in a **Students Against Destructive Decisions (SADD)** project for a high school, please contact Ms. Kelly Sizemore at ksizemore@gohs.ga.gov.

If you are interested in a **Young Adult Driver (YA)** program for a college or university, please contact Ms. Katie Fallon at kfallon@gohs.ga.gov.

# Program Parameters

For detailed information on completing the referenced program guidelines, applicants must complete each section in the grant management system. All proposals must include the following information:

1. ***Problem Identification:*** The problem ID statement is a detailed written narrative that must **clearly** define the highway safety issues in the community/jurisdiction. The statement must provide a concise description of the problem(s), where it is occurring, and the population affected, how and when the problem is occurring, etc. Include the 5 most recent consecutive years of crash data (2018-2022), including fatality and serious injury data, to establish the conditions and the extent of the problem(s). (Charts, graphs, and percentages are effective ways of displaying the required data). Refer to the GOHS website for state and county data and/or Attachment A for assistance.

2. ***Program Assessment:*** Identify "what" the community/jurisdiction is currently doing to address the problem(s) identified under the problem identification section. Review and note activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to address the problem(s) more effectively. Identify local laws, policies, safety advocate groups and organizations that may support/inhibit the success of the project.

3. ***Project Objectives, Activities and Evaluation:*** The objective(s) must indicate exactly what the project will accomplish to impact/correct the problem(s) identified in the Problem Identification section. Activities must clearly identify the steps needed to accomplish each objective. A comprehensive evaluation plan must be developed to explain how the outcomes will be measured for each proposed activity listed in this section. Must follow the **S.M.A.R.T. (Specific, Measurable, Attainable, Realistic, and Time Specific) model**. *(See Sample Objectives, Activities and Evaluation – Attachment B)*

4. ***Milestone Chart:*** This chart must provide a summary of the projected activities to be accomplished on a monthly basis. This section must reflect the activities described in the Project Objectives, Activities and Evaluation Section.

5. ***Media Plan:*** Describe the plan for announcing the award of this grant to the identified community. Identify the media outlets, including social media, available to your project. Discuss how the public will be informed of grant activities throughout the entire project period.

6. ***Resource Requirements*****:** Statement must describe and explain the budget (resources) needed in order to accomplish the objectives listed above. Requirements may include but not be limited to personnel, enforcement hours,

equipment, supplies, training needs and public information/educational materials. A brief description of how and by whom the resources will be used is also required.

7. ***Self Sufficiency:*** This statement must reflect a plan of action that explains how the activities of the project will be continued after federal funds are no longer available to implement this project. The self-sufficiency plan must identify potential sources of non-federal funds.

8. ***Budget:*** Each budget item(s) must be allowable, reflect a reasonable cost, and be necessary to carry out the objectives and activities of the project.

    a. Personnel Services (salaries and fringes – non law enforcement and prosecutors)
    b. Enforcement/Activity Hours (law enforcement and prosecutors only)
    c. Regular Operating Expenses (single item less than $1,000) – see **NOTE** below
    d. Travel of Employees (employees of grantee)
    e. Equipment Purchases (items $1,000 or more)
    f. Contractual Services
    g. Per Diem and Fees (travel for non-employees of grantee)
    h. Computer Charges and Computer Equipment
    i. Telecommunications
    j. Motor Vehicle Purchases

    *See Attachment C for Allowable and Non-Allowable Expenses.*

9. ***Grant Terms and Conditions:*** Applicants are required to meet all applicable federal/state laws and requirements.

10. ***Certifications and Signatures:*** Applicants must agree to abide by the Grant Terms and Conditions within this section. Certification signatures must be signed in *"blue ink"* and attached to the respective application within the GOHS grant management system.

**NOTE: Purchase price of an item includes shipping and taxes.** EX: If an item costs $900 plus $150 for shipping and taxes then this item should be included in the equipment category because the total pushed it over the $1000 point.

# Eligibility Criteria

1. Potential grantees/partners within the State of Georgia include but is not limited to: local law enforcement agencies, county health departments, high schools *(private and public)*, colleges and universities *(private and public)*, citizen groups, civic organizations, churches and faith-based communities, county councils, mayors, EMS, county agencies, not-for-profit organizations (i.e. Safe Kids of Georgia, MADD, etc. and others).

2. For FFY 2026, GOHS grant proposals to a single grantee must not be submitted for less than $10,000 or greater than $400,000 for this fiscal year for the General Application (GA). The grants award for colleges and universities will be based on student population.

3. Law enforcement applications where enforcement is a component should include "enforcement hours" rather than salary and fringe benefits.

4. Full time positions will be evaluated on a case-by-case basis for grants whose budget exceeds $100,000. (Job descriptions must be attached for each personnel position required.)

5. Potential grantee(s) must demonstrate its willingness and ability to accept and implement the planned programs by showing staffing, equipment, office space and other resources that will be dedicated to this effort.

6. Potential grantee(s) must report in the grant application whether or not its organization collects and is willing to disseminate critical data necessary to demonstrate the effectiveness of a **before** and **after** project impact. Programs planned, implemented and evaluated **must be "specific" and focused on the issues of saving lives on the roadways.** Evaluation tools must measure outcomes and the potential grantees MUST be able to show that crash data was decreased or increased as applicable in all emphasis areas at the end of the grant period. All exceptions must be documented and explained. Potential grantees will be required to collect and report to GOHS required data on highway safety programs that are supported by this grant to demonstrate the required change.

7. Programs planned should be necessary programs that will reach the goals stated. Programs that are "nice," or "feel good," or evaluated by anecdotal comments should not be proposed. All evaluation plans must be well documented in the application and approved by GOHS.

8. The cost for developing the proposal, including any travel costs associated with the application is the sole responsibility of the potential grantee. GOHS will not provide reimbursement for such costs.

9. GOHS will reimburse awarded grantees based on monthly approved/implemented project activities and expenditures through an Automated Clearing House (ACH) payment.

10. In accordance with the Federal Funding Accountability and Transparency Act (FFATA) recipients of Federal grants and contracts must submit information on sub-grant awards to GOHS prior to implementation. Please contact your agency Accounting Department to obtain the SAM.gov Unique Entity Identifier (**UEI**) Number and Federal Employment Identification Number **(FEIN).** These numbers will be needed in order to complete the agency information form. (Attachment K)

11. Non-profit organizations
    - Must be willing to adhere by GOHS requirements for Non-Profit Organizations (See Attachment D).
    - Must include letters of support/references from at least two of the following: local law enforcement, school systems, local safety advocate organizations and/or medical organizations. These must be dated within 2 years of date of application (for example for the 2025 application, letters must be dated 2022, 2023, or 2024).
12. Applications must receive an average final rating of 70% or above to be considered for funding. Applicants receiving an average final rating of 69% and below will not be funded by GOHS.
13. GOHS reserves the right to reject any and all proposals submitted in response to this request.
14. **Awarded grantee(s) must be willing to submit monthly activity reports concurrent with a monthly claim for reimbursement report utilizing the GA grants management system by the 20th of the following month. The claim for reimbursement must be submitted and approved in order to be reimbursed for activities/services rendered.**
15. Catalog of Federal Domestic Assistance (**CFDA**) number
    - 20.600 – 402 (State and Community Highway Safety)
    - 20.616 – 405 (National Priority Safety Programs)

GOHS is committed to providing equal access for all participants. Persons with disabilities who require an accommodation and persons with limited English proficiency who require language access services should contact Jared Bohlander at 404-656-6996 or jbohlander@gohs.ga.gov no later than December 27, 2024, to request a reasonable accommodation and/or language access services.

The Georgia Governor's Office of Highway Safety, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

# The Safe System Approach

The Governor's Office of Highway Safety recently updated their Mission Statement to show our dedication to eliminating serious injuries and fatalities on our roadways. We are encouraging applicants to incorporate the Safe System Approach within their proposed projects. What is the Safe System Approach? The Safe System Approach aims to eliminate fatal and serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. It incorporates 5 elements which include Safe Road Users, Safe Vehicles, Safe Speeds, Safe Roads, and Post-Crash Care. For a brief overview of The Safe System Approach, please see Attachment J.

Also, please refer to the Best Practices page of the GOHS website for more information on the Safe System Approach and other best practices.

https://www.gahighwaysafety.org/best-practices/

# The Application Submission Procedures

## Application Submissions

All grant applications must be submitted through GOHS electronic grants management system.

- The grant management website is: https://gohs.appiancloud.com/suite/
- **NEW PROCESS**: Certification signature page must be signed in *"blue ink"* and attached to the respective application within the GOHS grant management system prior to submission of the application.

## Grant Selection Types

- **GA** = General Application *(All Applications **except**: TEN and YA)*
    - City Government
    - County Government
    - Emergency Medical Service
    - Fire Department
    - Individual Consultant/Contractor
    - Non-Profit Organization
    - Police Department
    - Public Health
    - Sheriff's Office
    - State Agency

- **YA** = Young Adult
    - Funds only available for State Universities/Colleges/Technical Schools *(private and public)*.

**NOTE:** The most recent State of Georgia Supplier Change Request Form is attached (Attachments H and I).
Please complete the form and submit it to GOHS-Finance@gohs.ga.gov.

# Grant Period – FFY2026

Federal Fiscal Year – October 1, 2025, to September 30, 2026.

# Grant Application Workshop

**To be eligible for funding, all new applicants who wish to submit an application must have a representative present at ONE of the grant application workshops.**

**Current FFY2025 grantees are not required to attend.**

**Registration Links are on Page 16 of the RFP.**

Once registered, you will receive notification of the workshop.

**The Agency Information Form should be completed and emailed to Mr. Jared Bohlander (jbohlander@gohs.ga.gov) prior to the workshop (or bring with you to the workshop).**
**(Attachment K)**

For FFY 2026, the workshops will be held in-person.
To register for the workshop, click on the appropriate link below for the workshop you plan to attend prior to January 6, 2025. You only need to attend one workshop. The same information will be presented at all three sessions.

**January 9, 2024**
10:00am
Chattahoochee Tech North Metro Campus
5198 Ross Road, Bldg. D
Acworth, GA 30102
See Attachment E
Click here to register for the Acworth, GA workshop

**January 15, 2024**
10:00am
Grovetown Municipal Court Facility
113 E Robinson Avenue
Grovetown, GA 30813
See Attachment F
Click here to register for the Grovetown, GA workshop

**January 16, 2024**
10:00am
Byron Police Department
401 Main Street
Byron, GA 31008
See Attachment G
Click here to register for the Byron, GA workshop

# Grant Proposal Submission

**Grant Applications must be <u>submitted</u> via the GOHS grant management system no later than 11:59 p.m. Monday, March 3, 2025.**

All questions must be addressed via email, letter or telephone to:
Mr. Jimmy Sumner, GOHS Deputy Director
Jimmy.sumner@gohs.ga.gov

**or**

Governor's Office of Highway Safety
ATTN: Mr. Jimmy Sumner
James H "Sloppy" Floyd Veterans Memorial Bldg.
2 Martin Luther King Jr. Drive SE. Suite 370, East Tower
Atlanta, GA 30334
Office: (404)-656-6996 Toll Free: (888)-420-0767

## Application DUE DATE: March 3, 2025

## Don't forget to click "submit."

***NOTE:*** *Current 2025 grantees are not required to attend the RFP Workshop if you plan to submit a renewal application for FFY2026. Please refer to your renewal letter for due dates as they are different.*

# Problem ID Worksheet

1 Name of applicant

2 Demographics/ Population (day vs. night)

Demographics (race, ethnicity, gender, age, education, profession, occupation, income level, and marital status)

3 Urban/Rural

Population less than 50,000 is considered Rural

4 Roadway description- Where are the crashes occuring?

| | | | | |
|---|---|---|---|---|
| Interstates | Yes/no | How much? | List interstates | |
| State Routes | Yes/no | How much? | List State Routes | |
| Local Roads | | How much? | List interstates | |

Speed limits

Avg Speeds

5 Restaurants/ bars? Bar district? Number of bars? Concert venues?

Open container law with pedestrians? Ride Share?

6 Schools/Universities?- Name and Describe

Student population

Pedestrians

Bicycles

e-scooters

7 Business District

Pedestrians

To-Go Alcoholic Beverages

8 55 Plus Communities? yes/no

Describe (% of population)

9 Minority population yes/no

Describe (% of population)

10 Native American Communities yes/no

Describe (% of population)

11 Seatbelt usage rate

State rate 88.8% 2024 rate

Local rate Date of survey

12 Local Crash Data **5 consecutive years of data - Use FARS Data where applicable**

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 (if available) |
|---|---|---|---|---|---|---|
| Crashes | | | | | | |
| Injuries (FARS) | | | | | | |
| Fatalities (FARS) | | | | | | |

13 Number of unrestrained fatalities (include years of data used)

Percentage of unrestrained fatalities vs. overall fatalities

14 Number of unrestrained injuries (include years of data used)

Percentage of unrestrained injuries.

15 Speed related fatalities -percent of overall fatalities

State rate 23% 2022

Local rate what year of data?

16 Impaired related fatalities- percent of overall fatalities

State rate 28% 2022

Local rate what year of data?

17 Pedestrian fatalities

State rate 19% 2022

Local rate what year of data?

18 Bicycle fatalities

State rate 1.5% 2022

Local rate what year of data?

19 Motorcycle fatalities

| | | | |
|---|---|---|---|
| State rate | 12% | | 2022 |
| Local rate | | what year of data? | |

20 Drivers involved in Fatal Crashes

| | | | |
|---|---|---|---|
| 2022 State | 2,505 | 2022 Local | |
| Young Drivers (15-20) | 203 | Young Drivers (15-20) | |
| Age 21 and over) | 2,235 | Age 21 and over) | |

21 Are other languages are spoken in your community?

If so, what other languages are spoken? Percentage of individuals who speak

22 Document data sources

23 Data Sources for Grant Applications:

| | |
|---|---|
| **US DOT - Justice40 Initiative** | **https://www.transportation.gov/priorities/equity/justice40/transportation-insecurity-analysis-tool** |
| **NHTSA Countermeasures That Work** | **https://www.gahighwaysafety.org/best-practices/** |
| **NHTSA FARS Data** | **https://cdan.dot.gov/** |
| **GOHS County Data** | **https://www.gahighwaysafety.org/county-data-sheets/** |
| **GOHS Traffic Safety Facts** | **https://www.gahighwaysafety.org/georgia-traffic-safety-facts/** |
| **GOHS Best Practices** | **https://www.gahighwaysafety.org/best-practices/** |
| **Georgia OASIS Data** | **https://oasis.state.ga.us/** |
| **CDC WISQARS** | **https://wisqars.cdc.gov/** |
| **CDC Transportation Safety** | **https://www.cdc.gov/transportation-safety/** |

# SAMPLES OBJECTIVES, ACTIVITIES AND EVALUATIONS

**OBJECTIVE:**

A. Grantee will provide educational programming on _____ [**insert type of program**] to _____ [**number of participants**] _____ [**description of participants**] in [**location**] during the grant year.

Example 1: *(Grantee) will provide educational programming on the importance of wearing safety belts to 1200 students in local high schools in (City/County), Georgia by end of grant year.*

Example 2: *(Grantee) will provide educational programming on the importance of wearing safety belts to 120 Latino participants at community events in (City/County), Georgia by end of grant year.*

**ACTIVITY:**

***Important: if the educational program and supporting materials are already available, skip directly to activity "c".***

A. Develop an education curriculum/program by _____ [**date**] [reported on milestone chart].

Example 1: *Develop an educational program appropriate to high school students on the importance of wearing safety belts by the end of November 2021.*

Example 2: *Develop an educational program in Spanish on the importance of wearing safety belts by the end of November 2021.*

B. Prepare educational materials appropriate for _____ [**description of participants**] by [**date**] [reported on milestone chart].

Example 1: *Prepare educational materials stressing the importance of wearing safety belts that are appropriate to high school students by the end of January 2022.*

Example 2: *Prepare educational materials in Spanish stressing the importance of wearing safety belts by the end of January 2022.*

C. During the grant period, deliver educational curriculum/program to ____ [**number of participants**] per month in [**location**].

Example 1: *During the grant period, deliver the educational program on the importance of wearing safety belts to 100 high school students in (City/County), Georgia per month.*

*Example 2: During the grant period, deliver the educational program tailored for Latino populations to 10 students per month in (City/County, Georgia.*

**EVALUATION**

A. Determine whether the appropriate number and type of students received the educational program during the grant period. This is an example of a process evaluation. Process evaluations measure if the program is being implemented as planned.

   **Example 1**: Determine whether 1200 students in local high schools in (City/County), Georgia received educational programming on the importance of wearing safety belts during the grant period.

   *-keep a calendar of events conducted*
   *-count attendees (use a sign-in sheet, observation, or use attendance sheet)*

   **Example 2:** Determine whether 120 Latino participants at community events in (City/County), Georgia received educational programming on the importance of wearing safety belts.

   *-keep a calendar of events conducted*
   *-count attendees (use a sign-in sheet, observation, or use attendance sheet)*

B. Determine whether learning has occurred during the teen driving safety presentation during the grant period. This is an example of an impact evaluation. Impact evaluations measure the change in attitude, knowledge, skills, and behavior.

   **Example**: Determine whether 1200 students in local high schools in (City/County), Georgia learned new traffic safety knowledge on the importance of wearing safety belts during the grant period.

   *- All participants take five question pre-test before the presentation begins and the same five question post-test after the presentation ends*
   *- Average pre-test and post-test scores. If scores improved amongst participants, then learning has occurred and there is a change in knowledge.*

## EXAMPLES OF OBJECTIVES: OCCUPANT PROTECTION
## SAFETY BELT USAGE RATE

***OBJECTIVE 1:***

To assess changes in overall safety belt usage rate within the appropriate jurisdiction over the grant period.

Activities for Objective 1:

a. Conduct a baseline observational safety belt survey within the appropriate jurisdiction
b. Conduct a post-program observational safety belt survey within the appropriate jurisdiction.

Evaluation for Objective 1:

a. Compare safety belt usage rates from the baseline survey to the survey at the end of the period, and report findings in Final Report to GOHS.
b. Determine whether the seatbelt surveys were conducted on schedule.

***OBJECTIVE 2:***

To increase the safety belt usage rate in the jurisdiction by 5% from baseline by the end of the grant period. (To use percentages increase/decrease you must determine the baseline number)

Activities for Objective 2:

a. Participate in all "Click It or Ticket" mobilizations initiated by GOHS.
b. [insert other activities appropriate to Agency.]

Evaluation for Objective 2:

a. Compare safety belt usage rates from the baseline survey to the survey at the end of the period and determine whether a 5% increase in safety belt usage rate has occurred.

Other Examples -

**Objective**: During the FFY25 grant period, (Grantee) will work with local partners to hold 4 kids bike safety classes featuring on-bike safety skills drills and 4 bike safety classes featuring a classroom presentation, with an emphasis on helmet safety, visibility, and rules of the road.

**Activity**: During the FFY25 grant year, (Grantee) will host 4 bike safety classes featuring a classroom presentation with an emphasis on helmet safety, visibility, and rules of the road. Class size is expected to be 20 children per class.

**Evaluation**: (Grantee) will supply the syllabus, pictures, and attendance sheets for each event in the monthly programmatic reports. By the end of the lesson, the students will be able to properly fit a helmet, know what clothes to wear, which lights to use, and the students will be able to know the most important age-specific bike traffic laws.

**Objective**: During the grant year, (Grantee) will implement a comprehensive, hands-on, program that will educate 1800 school aged motorists and pedestrians on required safety behaviors that will help reduce pedestrian fatalities.

**Activity**: (Grantee) will provide pedestrian education to 150 students each month during the grant period, either at a school or school affiliated summer program either at a school or at a school-based summer program.

**Evaluation**: (Grantee) will provide pre/post-test evaluations and document the number of participants of the education. (Grantee) will provide this information in a monthly report throughout the grant period.

# ALLOWABLE AND UNALLOWABLE COSTS

## ALLOWABLE COSTS

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state and local laws, regulations and practices.
- not result in a profit or other increment to the grantee, unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

## UNALLOWABLE COSTS

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
  1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, ***and pre-approved by GOHS.***
  2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary/enforcement hours while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

## GOHS REQUIREMENTS FOR NON PROFIT ORGANIZATIONS

Title 50. Chapter 20 of the Official Code of Georgia Annotated. **Relations with Non profit Contractors** requires State agencies entering into agreements with non-profit organizations to provide the following financial and compliance information:

1. Identification of any state funds included as part of the contract. Such identification should include the contract number.
2. Identification of any federal pass-through assistance included as part of the contract. Such identification should include the Catalog of Federal Domestic Assistance number.
3. Identification of requirements imposed by federal laws, regulations, and the provisions of contracts as well as any state or supplementary requirements imposed by state law or the contributing state organization.

In accordance with O.C.G.A. Section 50-20-3**, non profit organizations applying to contract for funds from the Governor's Office of Highway Safety (GOHS) must submit the following financial information to GOHS prior to entering into any financial agreement:**

1. Listing of the source or sources of all public funds received by the non-profit contractor and the program for which funds were received.
2. A copy of the non-profit IRS status form 501 (c) (3).
3. A copy of the Secretary of State certification of Georgia non-profit status.
4. In cases where the non-profit contractor has been in existence for less than a full year, the financial statements must cover the non-profit contractor's operations year to date for the current year.
5. A non-profit organization, which has expended $100,000 or more during its fiscal year in State Funds, must provide for and cause to be made annually an audit of the financial affairs and transactions of all of the non-profit organization's funds and activities. The audit shall be performed in accordance with generally accepted auditing standards.
6. A non-profit organization, which has expended less than $100,000 during its fiscal year in State Funds, shall forward to the state auditor and each contracting state organization a copy of the nonprofit organization's financial statements. If the financial statements are reported upon by a public accountant, the accountant's report must accompany the financial statements. If not, the annual financial statements must be accompanied by the statement of the president or person responsible for the nonprofit organization's financial statements:

    A. Stating the president's or other person's belief as to whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation.

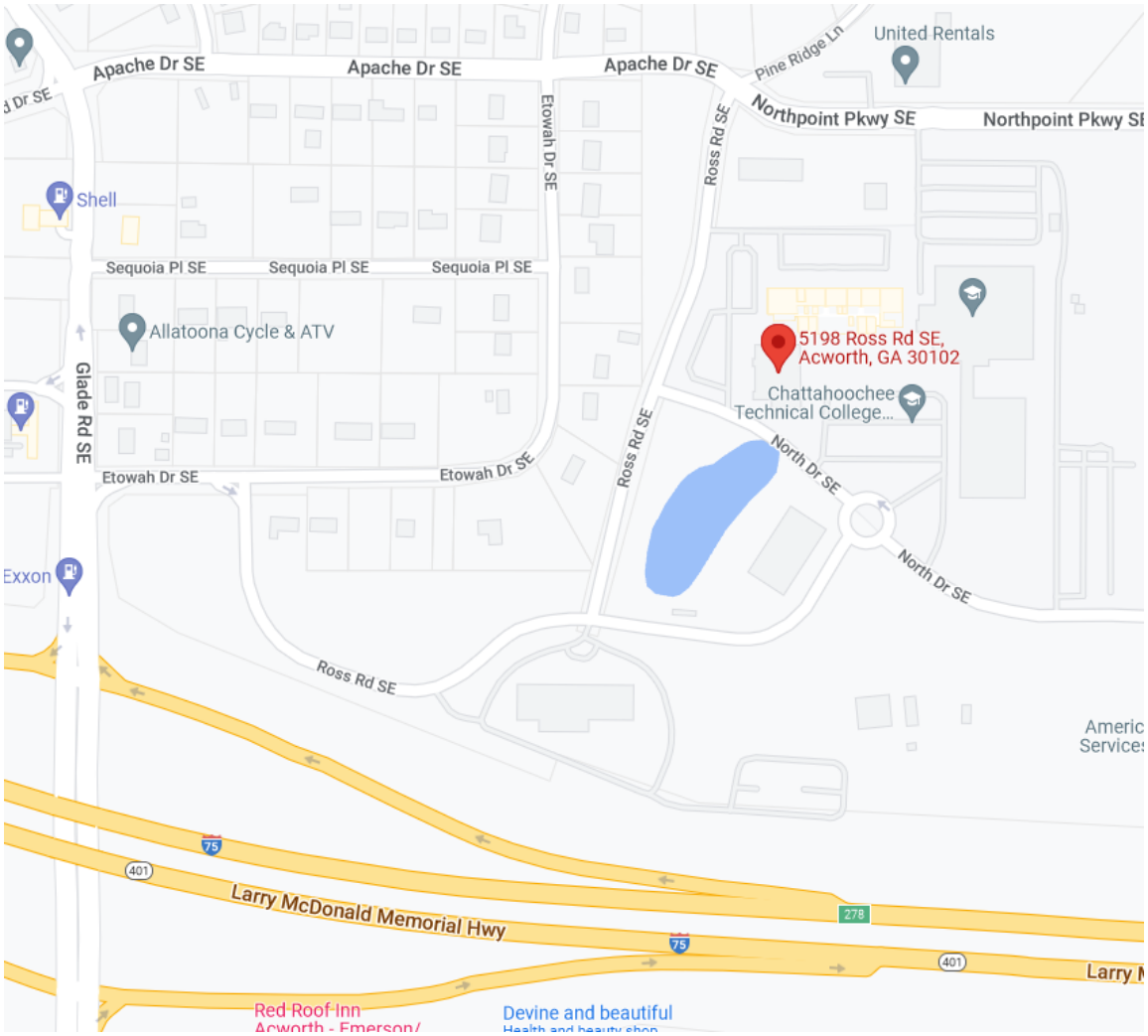
    B. Describing any respects in which the statements were not prepared on a basis consistent with statements prepared for the preceding year.

7. A non-profit organization which receives funds from a state organization and which meets the federal audit requirements of the Single Audit Act Amendments of 1996 shall submit

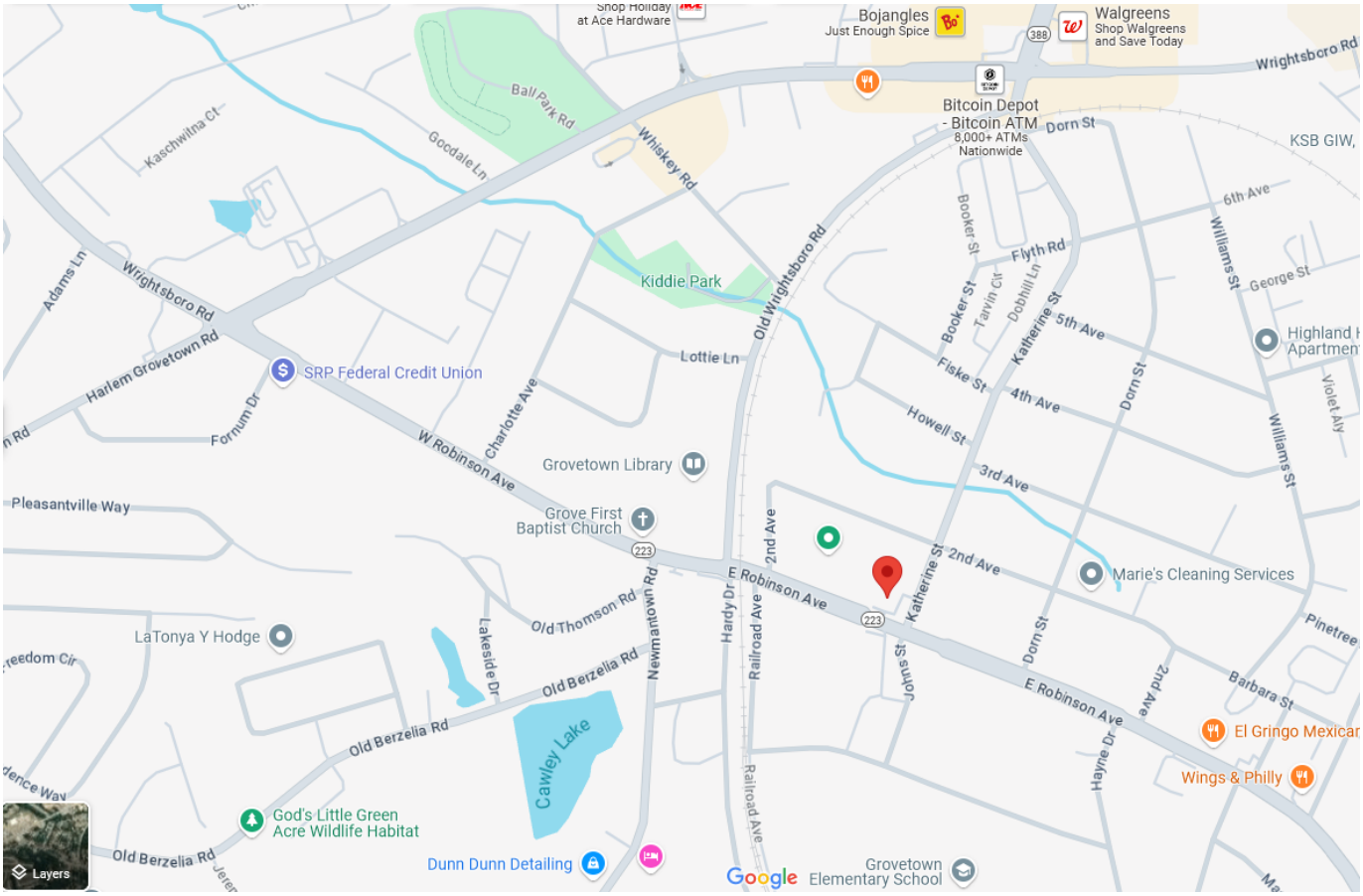
audit reports and reporting packages in accordance with (Federal) Office of Management and Budget (OMB) Circular A-133.

8. Reporting packages or financial statements shall be forwarded to the state auditor and each contracting state organization within 180 days after the close of the nonprofit organization's fiscal year. The state auditor, for good cause, may waive the requirement for completion of an audit within 180 days. Such waiver shall be for an additional period of not more than 90 days, and no such waiver shall be granted for more than two successive years to the same nonprofit organization. The state auditor may prescribe an electronic format for financial statement and audit package submission purposes.
9. Non-profit organizations, which receive funds from state organizations, shall refrain from political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, or personnel on behalf of any candidate or any question or public policy subject to public referendum.
10. Non-profit organizations must provide a letter of support from a local government official stating this program is needed.

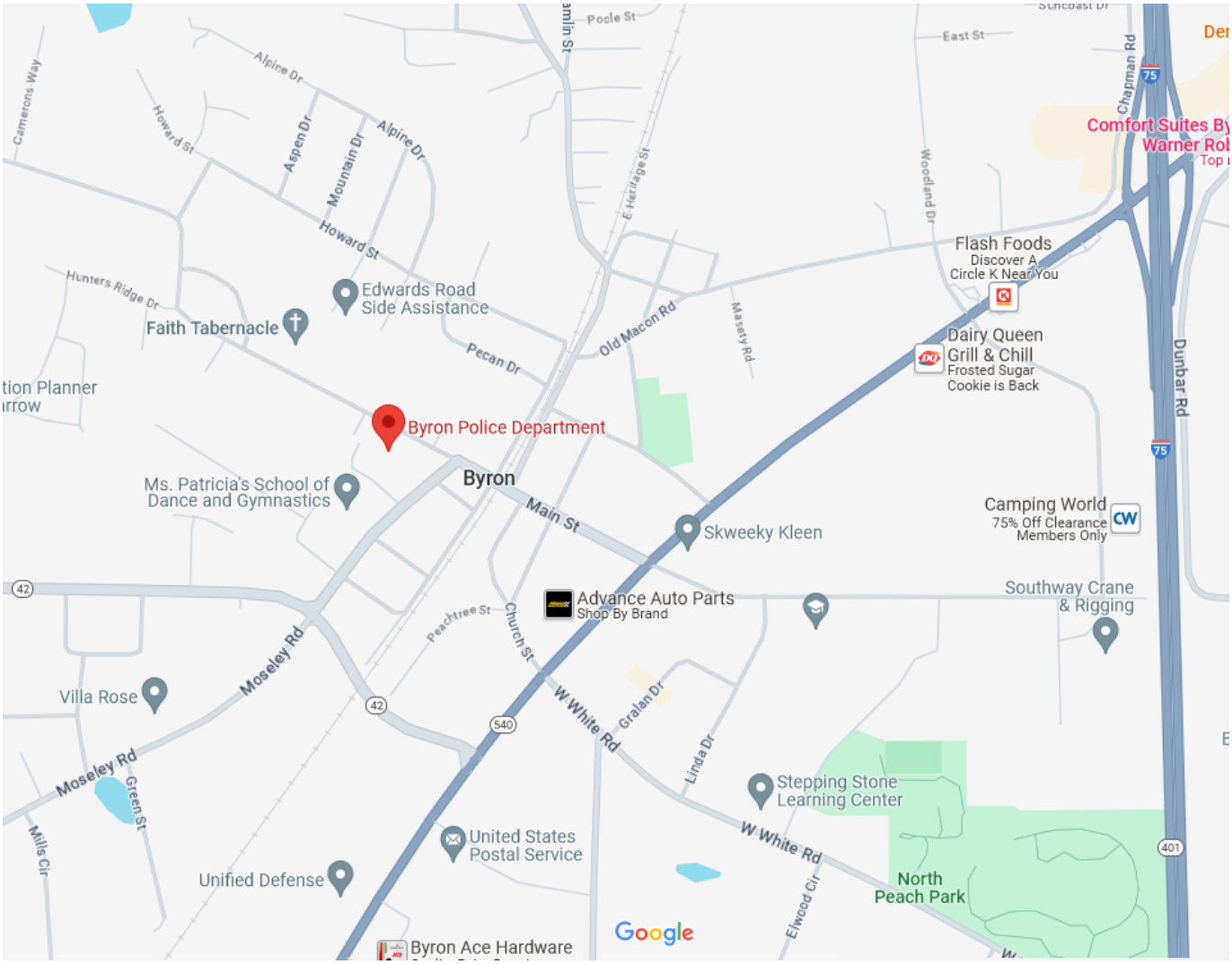
**January 9, 2025**
10:00am
Chattahoochee Tech North Metro Campus
5198 Ross Road, Bldg. D (Room 400)
Acworth, GA 30102



**January 15, 2025**
10:00am
Grovetown Municipal Court
113 E Robinson Avenue
Grovetown, GA 30813



**January 16, 2025**
10:00am
Byron Police Department
401 Main Street
Byron, GA 31008



# SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

☐ NEW ☐ EXISTING **SUPPLIER ID NUMBER:** Agency Use Only 0 0 0 0 ☐☐☐☐☐☐

## SECTION 1: SUPPLIER IDENTIFICATION

**FEI/SSN/TIN** ☐☐☐☐☐☐☐☐☐

**Supplier Name:**

**Doing Business As (dba):** if applicable

### SUPPLIER ADDRESS

**Address 1:**

**Address 2:**

**City:**

**State:** **Postal Code:**

**Contact Email:**

**Primary Phone #:** **Ext:** **Secondary Phone #:** **Ext:**

☐ Landline ☐ Cell Used for Identity Verification ☐ Landline ☐ Cell Used for Identity Verification

**Driver's License #:** For individuals only **DL State:**

## SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

☐ I do not wish to provide banking information and understand all payments made to me will be via check.

☐ Replace Remittance Address at Loc # With Addr ID #

☐ Replace Invoicing Address at Loc # With Addr ID #

☐ Add New Bank Account ☐ Change Bank Account Enter Loc # Agency Liaisons are required to complete items on this line for bank changes

**ROUTING #** ☐☐☐☐☐☐☐☐☐ **NEW ACCOUNT #**

**Last Four Digits of Previous Bank Account #** For changes only ☐☐☐☐

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE

DESCRIBE SPECIFIC PURPOSE

## ACCOUNTS RECEIVABLE NOTIFICATION

**PAYMENT REMIT EMAIL ADDRESS 1:**

**PAYMENT REMIT EMAIL ADDRESS 2:**

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

**Printed Name of Company Officer** **Signature of Company Officer** **Date**

## SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- ☐ GA Small Business*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified
- ☐ Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- ☐ Hispanic – Latino
- ☐ Native American
- ☐ Pacific Islander
- ☐ Prefer Not to Disclose
- ☐ African American
- ☐ Asian American
- ☐ Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) **"Small Business** " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

****Georgia resident business** is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

### VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

☐ Nonveteran-owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

## SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- ☐ **FEI/TIN Change** (Cannot change if supplier is 1099 applicable)
- ☐ **Business Name Change**
- ☐ **1099 Eligible** Cannot change to non-eligible if supplier is already 1099 eligible
  - **1099 Addr ID #** Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099 ☐
  - ☐ **1099 – M Enter Code (Required for Form 1099 – M)** ☐
  - ☐ **1099 – N** Code 01 (01 is the only code available for the 1099 – NEC)
- ☐ **Reactivate Supplier Profile**
- ☐ **Deactivate Supplier Profile** (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- ☐ **Add Additional Business Address** (Enter additional address in Section 1)
- ☐ **Change Existing Business Address** **Enter Addr ID # to change:** ☐ (Agency Liaisons are required to enter Addr ID # to change)
  - ☐ **Change/Add Payment Alt Name to an existing address** (if payable to a different name).
    - **Payment Alt Name:** ☐
- ☐ **Classification Change:** (Agency Liaisons are required to check one for Classification Changes.)
  - ☐ **Attorney** ☐ **HCM** ☐ **Student** ☐ **Supplier Non-minority**
  - ☐ **Gov Non-State of GA** ☐ **Non-Supplier** ☐ **Supplier Minority**
- ☐ **Statewide Contract** (DOAS Use Only)
- ☐ **HCM Vendor**
- ☐ **Other** (Provided details in the Comments section below)
- ☐ **Comments**

☐

## AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

**By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.**

| AGENCY LIAISON NAME | AGENCY LIAISON SIGNATURE | DATE | B/U# |
|---|---|---|---|
| | | | |

Revised 12/2023

PRINT CLEAR

# SUPPLIER CHANGE REQUEST FORM INSTRUCTIONS

Agency Vendor Liaisons **MUST** complete all areas indicated (as required) for Agency Liaisons and review the form to ensure the supplier has completed the areas for Supplier Use Only.

| | |
|---|---|
| **New** | Select if the supplier has not been approved. |
| **Existing** | Select if the supplier is an existing supplier. |
| **Supplier ID Number** (REQUIRED) | Enter the Supplier ID Number. |

## SECTION 1 SUPPLIER IDENTIFICATION

This section **MUST** be completed in its **entirety** by the supplier unless otherwise indicated in the descriptions below.

| FIELD | DESCRIPTION |
|---|---|
| FEI/SSN/TIN (REQUIRED) | Required for all requests. If requesting to change or correct a tax identification number, the supplier must enter their **full 9-digit current, *new, or correct*** tax identification number, i.e., SSN/TIN/EIN in this field. |
| SUPPLIER NAME(REQUIRED) | Required for all requests. If the supplier is requesting to change or correct their name, enter the supplier's **current, *new, or correct*** name in this field. |
| DOING BUSINESS AS (dba) | Enter the supplier's DBA name, if **different** from the supplier's name. If the supplier is requesting to add/change/correct their DBA name, enter the supplier's ***new or correct*** DBA name. |
| PHYSICAL ADDRESS (REQUIRED) | Required for all requests and must be the address already on record unless the supplier is requesting a change. If the supplier is requesting to add, change, or correct an existing address, enter the **new, *additional, or correct*** address in this field.<br><br>***P O BOXES ARE ONLY PERMITTED AS ADDITIONAL ADDRESSES*** |
| CONTACT EMAIL | ***Optional*** for **all** requests. To add/change/correct a contact email address, enter the ***new or correct*** email address in this field and submit the request as an address change request. |
| PHONE NUMBERS (REQUIRED) | The supplier's primary phone number is ***required*** for ***all*** requests. Enter the direct number of the authorized business contact person in this field. If requesting to add or change a contact's phone number, submit as an address change request. |
| DRIVER'S LICENSE #/DL STATE | Optional. **FOR INDIVIDUALS ONLY.** Information may be requested after initial request. |

## SECTION 2 BANK ACCOUNT INFORMATION

The supplier **MUST** complete this section in its entirety to receive payments via Automated Clearing House (ACH). ACH payments are required for all **new and reactivating suppliers.** Also, complete this section to add additional bank information or to change existing bank information.

| ACTION | DESCRIPTION |
|---|---|
| I DO NOT WISH TO PROVIDE BANKING INFORMATION | If the supplier elects not to receive their payments via the ACH, the supplier should select this option to receive a paper check. |
| ADD NEW BANK ACCOUNT | If the supplier is requesting to receive payments via ACH, the supplier **MUST** select this option. |
| CHANGE EXISTING BANK ACCOUNT | If the supplier is requesting to change their existing ACH bank information, the supplier **MUST** select this option. Changing bank information can result in a supplier no longer being able to receive payment via ACH. |
| ENTER LOC # **(Agency Liaison MUST complete when applicable)** | When a supplier requests to change existing bank account information, the Agency Liaison **MUST** enter the Location # where the **EXISTING** bank information is found in the State's financial system. |
| REPLACE REMITTANCE ADDRESS AT LOC # WITH ADDR ID # **(Agency Liaison MUST complete when applicable)** | To change a Location's Remittance Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Remittance Addr ID #. **Submit as a bank change.** |
| REPLACE INVOICING ADDRESS AT LOC # WITH ADDR ID # **(Agency Liaison MUST complete when applicable)** | To change a Location's Invoicing Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Invoicing Addr ID #. **Submit as a bank change.** |
| ROUTING # | Required. **MUST** be 9-digits. |
| NEW BANK ACCOUNT # | Required. |
| LAST FOUR DIGITS OF PREVIOUS BANK ACCOUNT# | Enter the last 4-digits of the bank account number previously provided for payments. **Required for Existing Bank Account Changes Only**. |
| GENERAL BANK ACCOUNT | Required, if ALL PAYMENTS from ALL AGENCIES should be deposited to the bank account provided. |
| SPECIFIC PURPOSE/DESCRIPTION | Required, if SPECIFIC PAYMENTS are expected from a SPECIFIC AGENCY designated for a SPECIFIC PURPOSE such as grants, operating accts, Pre-K, etc. |
| PYMT REMIT EMAIL | Optional, but **RECOMMENDED** to receive notification of payment(s) processed.<br>Enter the email address where to receive payment notifications.<br>To add or change a payment remit email address for existing bank information, submit as a bank change request. |
| PRINTED NAME OF COMPANY OFFICER | Required for banking requests |
| SIGNATURE OF COMPANY OFFICER | Required for banking requests. Must be the electronic signature embedded in the SCR or an ink signature. |
| DATE | Required for banking requests. The date cannot be more than 60 days old from the date SAO receives the SCR. |

## SECTION 3 – DIVERSITY IDENTIFICATION (REQUIRED)

This section **MUST** be completed to properly classify the supplier. There are (3) certifications under this section. Minority businesses must include their Disadvantaged Business Enterprise (DBE) Certification and proof they have registered with Team Georgia Marketplace with all requests.

| BUSINESS CERTIFICATIONS | |
|---|---|
| *GA SMALL BUSINESS | Based on Georgia law (OCGA 50-5-21) (3) "Small business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than $30 million in gross receipts per year. |
| ** GEORGIA RESIDENT BUSINESS | Based on Georgia law (OCGA 50-5-121) (2) "Georgia resident business" means any business that regularly maintains a place from which business is physically conducted in Georgia for atleast one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted inGeorgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure. |
| WOMEN OWNED | Women-owned businesses are not considered minority businesses in the State of Georgia. |
| MINORITY BUSINESS CERTIFIED | Companies desiring to certify as a "minority business enterprise" or a "minority subcontractor" may do so by first submitting an application for the Disadvantaged Business Enterprise (DBE) Certification to GDOT. Only suppliers who have successfully completed the DBE certification process and registered in Team Georgia Marketplace are listed as a "Certified Minority Business Enterprises". |

| MINORITY BUSINESS ENTERPRISE (51% OWNERSHIP) | |
|---|---|
| MINORITY BUSINESS ENTERPRISE | Non-certified companies that are 51% owned by a minority. |

| VETERAN-OWNED SMALL BUSINESS (Check All That Apply) | |
|---|---|
| VETERAN-OWNED SMALL BUSINESS | "A Veteran Business Enterprise (VBE) or a Service Disable Veteran Business Enterprise (SDVBE) are state-level designations for small businesses 51% owned and operated by a United States Veteran. A United States Veteran must own or control 100% of the assets of a sole proprietorship, at least 51% of the equity interests in a partnership, at least 51% of the aggregate of all stock outstanding, at least 51% of the membership interests in a limited liability company, 100% of the control of a sole proprietorship, or at least 51% of the control of a general partnership." |

## SECTION 4 – REQUESTED CHANGE(S)

Select all items that pertain to this request. **If no selection is made, the form will be rejected**.

**X – REQUIRED**
**X – OPTIONAL OR REQUESTED**

| FIELD | DESCRIPTION | FORMS TO SUBMIT | | | |
|---|---|---|---|---|---|
| | | W-9 (the signature date can't be greater than 12 months from the date submitted) | SCR | VOIDED CHECK/ BANK LETTER | PROOF OF ADDRESS |
| FEI/TIN CHANGE | Select if changing FEIN/TIN. Enter the **new number** in Section 1 and **submit a current updated W9.** ***If 1099 applicable, the FEI/TIN cannot be changed**** | X | X | | |
| SUPPLIER (Business) NAME CHANGE | Select if changing supplier/business name. Enter the **new name** in Section 1 and **submit a current updated W9.** | X | X | | |
| 1099 ELIGIBILTY STATUS | Select to change a supplier that is **NOT** currently 1099 eligible to 1099 eligible. | | X | | |
| NON - 1099 APPLICABLE | Select to indicate supplier is not eligible to receive a 1099. **Do not select if already receiving a 1099.** | | | | |
| 1099 APPLICABLE | Select to change a supplier that is **NOT** currently 1099 eligible to 1099 eligible status. | | | | |
| 1099 ADDR ID# (Agency Liaison **MUST** enter the Address ID # where to mail 1099) | Enter the Addr ID # where to mail the Supplier's 1099. Required for 1099 eligible requests. | | | | |
| 1099-M/ENTER CODE (Agency Liaison **MUST** enter code) | Select, if requesting to make a supplier 1099 applicable who will receive a 1099-M (excluding non-employee compensation). Enter the appropriate code in the Code field. | | | | |
| 1099-N/CODE | Select, if requesting to make a supplier 1099 applicable who will receive a 1099-NEC for Non-employee Compensation. '01' is the only valid code the 1099-N. | | | | |
| REACTIVATE SUPPLIER PROFILE | Select if:<br>1. requesting to reactivate an inactive supplier profile, **OR**<br>2. the supplier was previously denied approval | X | X | X | |
| DEACTIVATE SUPPLIER PROFILE | Select if requesting to deactivate a supplier profile. Additionally, the supplier **MUST** provide signed and dated written justification. | | X | | |

## SECTION 4 – REQUESTED CHANGE(S) cont'd.

| FIELD | DESCRIPTION | FORMS TO SUBMIT | | | |
|---|---|---|---|---|---|
| | | **W-9** (the signature date can't be greater than 12 months from the date submitted) | **SCR** | **VOIDED CHECK/ BANK LETTER** | **PROOF OF ADDRESS** |
| ADD ADDITIONAL ADDRESS | Select if adding an *additional* business address. Enter the additional address in Section 1 of the form. | | | | |
| CHANGE EXISTING ADDRESS | Select if changing a current business address. Enter as the physical **new address** in Section 1 of the form. | | **X** | | **X** |
| ADDRESS ID # TO CHANGE (Agency Liaison MUST complete when applicable) | Required, if the request is to change the supplier's existing address. Agency Liaison **must** enter the Address ID number found in TeamWorks to change. | | | | |
| PAYMENT ALT NAME **Do not enter the DBA** | ***SUBMIT AS AN ADDRESS REQUEST***<br>1. Complete if payments should have an additional name other than what is indicated in Section 1.<br>2. If requesting to change the Payment ALT name, enter the ***new*** Payment ALT Name. | | **X** | | **X** |
| HCM Vendor | Required, for an HCM supplier. | **X** | **X** | **X** | **X** |
| Statewide Contract **(DOAS Use Only)** | This option is required for DOAS only. Select, if the supplier is under an SWC or to identify a supplier as an SWC vendor. | | **X** | | |
| OTHER | Select if the requested action is ***not*** listed in Section 2. **Must provide details in the ''Comments' field.** | **X** | **X** | **X** | **X** |

## SECTION 5 – AGENCY LIAISON CERTIFICATION (AGENCY USE ONLY)

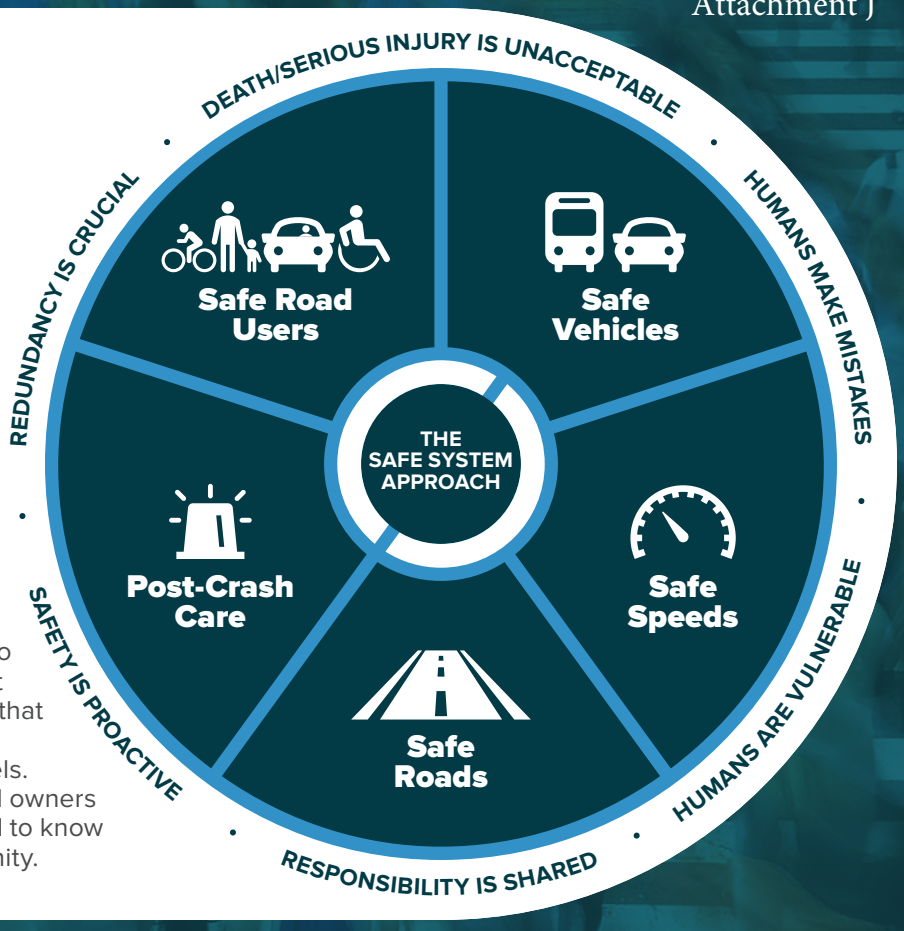
| | |
|---|---|
| PRINTED NAME OF AGENCY LIAISON | Required. |
| SIGNATURE OF AGENCY LIAISON | Required. Must be the electronic signature embedded in the SCR or an ink signature. |
| DATE | Required. The date cannot be more than 60 days old from the date submitted to SAO for processing. |
| B/U# | Required. |

# THE SAFE SYSTEM

## APPROACH

### Zero is our goal. A Safe System is how we will get there.

**Imagine a world where nobody has to die from vehicle crashes.** The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.




## SAFE SYSTEM PRINCIPLES

### Death/Serious Injury is Unacceptable

While no crashes are desirable, the Safe System approach prioritizes crashes that result in death and serious injuries, since no one should experience either when using the transportation system.

### Humans Make Mistakes

People will inevitably make mistakes that can lead to crashes, but the transportation system can be designed and operated to accommodate human mistakes and injury tolerances and avoid death and serious injuries.

### Humans Are Vulnerable

People have limits for tolerating crash forces before death and serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates human vulnerabilities.

### Responsibility is Shared

All stakeholders (transportation system users and managers, vehicle manufacturers, etc.) must ensure that crashes don't lead to fatal or serious injuries.

### Safety is Proactive

Proactive tools should be used to identify and mitigate latent risks in the transportation system, rather than waiting for crashes to occur and reacting afterwards.

### Redundancy is Crucial

Reducing risks requires that all parts of the transportation system are strengthened, so that if one part fails, the other parts still protect people.

U.S.Department of Transportation
Federal Highway Administration
FHWA-SA-20-015

Safe Roads for a Safer Future
*Investment in roadway safety saves lives*

## SAFE SYSTEM ELEMENTS

**Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System, shown below.** These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.

### Safe Road Users

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.

### Safe Vehicles

Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.

### Safe Speeds

Humans are unlikely to survive high-speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.

### Safe Roads

Designing to accommodate human mistakes and injury tolerances can greatly reduce the severity of crashes that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different users to move through a space, and alerting users to hazards and other road users.

### Post-Crash Care

When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site, traffic incident management, and other activities.

## THE SAFE SYSTEM APPROACH VS. TRADITIONAL ROAD SAFETY PRACTICES

| Traditional | | Safe System |
|---|---|---|
| Prevent crashes | → | Prevent deaths and serious injuries |
| Improve human behavior | → | Design for human mistakes/limitations |
| Control speeding | → | Reduce system kinetic energy |
| Individuals are responsible | → | Share responsibility |
| React based on crash history | → | Proactively identify and address risks |

Whereas traditional road safety strives to modify human behavior and prevent all crashes, the Safe System approach also refocuses transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

## WHERE ARE YOU ON THE SAFE SYSTEM JOURNEY?

Implementing the Safe System approach is our shared responsibility, and we all have a role. It requires shifting how we think about transportation safety and how we prioritize our transportation investments. Consider applying a Safe System lens to upcoming projects and plans in your community: put safety at the forefront and design to accommodate human mistakes and injury tolerances. Visit **safety.fhwa.dot.gov/zerodeaths** to learn more.

Governor's Office of Highway Safety
James H "Sloppy" Floyd Veterans Memorial Bldg.
2 Martin Luther King Jr. Drive SE.
Suite 370, East Tower
Atlanta, GA 30334

## Agency Information

**Agency Information**

**Agency Name:** _____

**Agency Address:** _____
*Street Address* *Suite or Room #*

_____
*City* *State* *ZIP Code*

**Agency Phone:** _____ **Agency Fax #:** _____

**Agency Email:** _____

**Federal Tax ID # (FEIN):** _____ **SAM UEI #:** _____

**County:** _____ **Website:** _____

**Agency Type*:** _____

**Agency Category+:** _____

**Project Director:** _____ **Project Director Email Address:** _____

**Agency Types:* *State / Education / County / City / Other*

**+** *Agency Categories: Schools (K-12) / Non-Profit Organization / State Universities/Colleges/Tech Schools / Police Department / City Government / Sheriff's Office / Government Agency / Public Health / State Agency / Local*

**GRANT SYNOPSIS FORM**

*Grant Administrator*

**STATUS:** In Progress

**BOC MEETING DATE:** January 14, 2025

**COUNTY DEPARTMENT APPLYING FOR GRANT:** Sheriff's Office

**DEPARTMENT PROJECT TO FUND:** HEAT Initiative

**STAFF CONCURRENCES:** Richard Tucker, Director of Business Operations, Sheriff's Office

***FUNDING AGENCY GRANT RFP DETAILS***

**GRANT PROGRAM NAME:** FFY 2026 Innovative Grants

**FUNDING SOURCE (GRANTOR) / TYPE:** National Highway Traffic Safety Administration and Georgia Governor's Office of Highway Safety/Federal funds passed through the State

**FUNDING OPPORTUNITY DESCRIPTION:** Georgia Governor's Office of Highway Safety has been granted federal funds from the National Highway Traffic Safety Administration (NHTSA) under the Bipartisan Infrastructure Law (BIL) to promote the development and implementation of innovative programs to address highway safety problems relating to speeding, impaired driving, pedestrian & bicycle safety, motorcycle safety, occupant protection, and other highway safety programs. Proposed programs must be data driven and based on proven countermeasures

**FUNDING AWARD AMOUNT:** Up to $136,000

**MATCHING REQUIREMENTS:** 20% or up to $34,000

**GRANT TIMELINE:** Application Due February 3, 2025
Period of Performance October 1, 2025 – September 30, 2026

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board approval for staff to proceed with the Public Hearing process regarding amendments to the Forsyth County Comprehensive Plan related to large lots on A1 property – Hill / John

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board authorization for staff to proceed with the Public Hearing process regarding a County-Initiated Sketch Plat – Parcel 064-032 – Semanson / Hill

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board adoption of a Resolution authorizing Affidavit concerning the Executive Session of January 9, 2025 - County Manager

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Consent Agenda**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board adoption of a Resolution authorizing Affidavit concerning the Executive Session of January 14, 2025 - County Manager

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Legal | **Submitted by:** | Diana Romano |
| **Date Submitted:** | 12/30/2024 | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Public Hearings**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Public hearing and possible vote regarding an amendment to the Forsyth County Animal Control Ordinance that will eliminate the section on vicious animals under Article II and amend Article V, Dangerous Dogs and Vicious Dogs. The proposed changes include defining what constitutes a substantial injury, adding a new category for the classification of dogs following a bite to another animal that does not result in death of the animal, expanding the criteria for when a dog may be classified as Dangerous, updating the classification and appeal procedures to reflect the proposed amendments, and for other purposes - County Attorney

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Legal Only**

**Approval List:**

| | |
|---|---|
| Diana Romano, Legal | Created/Initiated - 12/30/2024 |
| Rhonda Hansard, Administration | New - |

**A RESOLUTION**
**BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS**
**MODIFYING FORSYTH COUNTY ANIMAL CONTROL ORDINANCE,**
**OTHERWISE KNOWN AS ORDINANCE 11, OR CHAPTER 14 OF**
**THE FORSYTH COUNTY CODE OF ORDINANCES**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations, and

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes the County to adopt ordinances preserving the public health, safety, and welfare, and to adopt appropriate measures to enforce those ordinances; and

**WHEREAS**, Section 12.1 of the County's codified local laws authorize the County to adopt ordinances exercising the police powers of the State of Georgia; and

**WHEREAS**, in the interests of the health, safety, and general welfare of the citizens of Forsyth County, Georgia, the Board of Commissioners of Forsyth County desires to exercise its authority to amend the Animal Control Ordinance; and

**WHEREAS**, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law.

**NOW, THEREFORE,** the Board of Commissioners of Forsyth County, Georgia hereby ordains as follows:

**Section 1.**

The Forsyth County Animal Control Ordinance is hereby amended by adding, in alphabetical order, the following bold, underlined definitions to the codified Article V, Section 14-131 of the Code of Forsyth County, Georgia:

***Potentially Dangerous Dog*** **means any dog that, while not under the control of the owner or custodian, bites another pet or livestock, excluding poultry and fowl, causing serious injury to the animal's skin but does not result in death of the pet or livestock.**

***Substantial Puncture*** **means a bite that leaves four (4) or more teeth imprints that causes bruising, swelling, or does not heal within ten (10) days.**

**Section 2.**

The Forsyth County Animal Control Ordinance is hereby amended by removing the strikethrough language and adding the following bold, underlined language to the codified Article V, Section 14-131 of the Code of Forsyth County, Georgia:

*Classified dog* means any dog that has been classified as either a **potentially dangerous dog,** dangerous dog or vicious dog pursuant to this article.

*Dangerous dog* means any dog that:

(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal **or livestock, excluding poultry and fowl**; provided, however, that this subparagraph shall not apply where the death of such pet animal **or livestock** is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

*Owner* means any natural person or any legal entity owning, keeping, harboring, possessing, or having custody or control, or acting as caretaker or custodian of any domesticated animal, having a right of property in an animal, or any person who permits an animal to remain on his premises within Forsyth County. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. Without limiting the generality of the foregoing, any adult at whose residence a **potentially dangerous dog**, dangerous dog or vicious dog is kept or found shall be presumed to be an owner of such dog and shall have the burden of rebutting such presumption.

*Proper enclosure* means an enclosure on the owner's property for keeping a **potentially dangerous dog**, dangerous dog or vicious dog that meets all of the following criteria:

(1) Is suitable to prevent the entry of young children and to prevent the dog from escaping;

(2) Has secure sides and a secure top attached to all sides;

(3) Has sides so constructed at the bottom so as to prevent the dog's escape by digging under the sides. **For dangerous or vicious dogs,** ~~T~~**t**he sides must either be buried two feet into the ground or sunken into a concrete pad;

(4) Provides appropriate protection from the elements for the dog. The structure must contain adequate shelter;

(5) Has a gate which is of the inward-opening type, which shall be kept locked except when the owner is tending to the animal's needs; and

(6) **For dangerous or vicious dogs,** ~~I~~**i**s inside a perimeter or area fence.

**Section 3.**

The Forsyth County Animal Control Ordinance is hereby amended by striking the text in its entirety in codified Article V, Section 14-132 of the Code of Forsyth County, Georgia, and leaving that Section as Reserved.

**Section 4.**

The Forsyth County Animal Control Ordinance is hereby amended by removing the strikethrough language and adding the following bold, underlined language to the codified Article V, Section 14-134 of the Code of Forsyth County, Georgia:

Sec. 14-134. - Procedures for classification as **potentially dangerous dogs,** dangerous dogs or vicious dogs.

(a) *Applicability for enforcement purposes.* Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(b) *Duty to investigate.* Upon receiving a report of a dog believed to be subject to classification as a **potentially dangerous dog,** dangerous dog or vicious dog within an animal services officer's jurisdiction, such officer shall make such investigations as necessary to determine whether such dog is subject to classification as a **potentially dangerous dog,** dangerous dog or vicious dog.

(c) If the dog poses an immediate threat to public safety, the dog shall be immediately impounded and kept at the animal shelter until an appropriate hearing to determine where the dog will be kept. Any refusal by the owner to allow the impoundment of a dog deemed by the animal services division to be an immediate threat to public safety under this section shall constitute a violation of this section.

(d) If impounding of the dog is not possible and/or the dog owner has taken immediate action to ensure the dog cannot pose a public threat and has proven he can properly contain the dog, the animal services division may allow the dog to remain with the dog owner with specific directions to contain the dog, as determined in the sole discretion of the animal services officer. This section does not exempt any requirements set forth in section 14-108 in reference to rabies quarantine in the case of a bite.

(e) *Notice requirement.* When a~~n animal services officer~~ **Division Director** determines that a dog is subject to classification as a **potentially dangerous dog**, dangerous dog or vicious dog, the animal services officer shall mail a dated notice to the dog's owner within 72 hours. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address. If a dog has more than one owner, notice to one owner shall be sufficient for purposes of this division. If there is a question as to the dog's ownership, notice shall be deemed sufficient if sent to the last person who received a citation for the dog.

(2) The notice shall include a summary of the ~~animal services officer's~~ **department's** determination that the dog is subject to classification as a **potentially dangerous dog**, dangerous or vicious dog.

(3) The notice shall be dated and shall state that the owner has a right to request a hearing on the ~~animal services officer's~~ **department's** determination within seven days after the date shown on the notice.

(4) The notice shall state that if the owner does not request such a hearing within seven days from the date shown on the notice, the ~~animal services officer's~~ **department's** determination shall become effective for all purposes under this section.

(5) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such a request.

(f) If an owner cannot be located within ten days of **the Division Director's** ~~an animal services officer's~~ determination that a dog is subject to classification as a **potentially dangerous dog**, dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the ~~animal services officer~~ **Division Director**. **A dog may be classified as a potentially dangerous dog, dangerous dog,**

**or a vicious dog, if at the time of the bite the animal was being care for at a licensed veterinary clinic, groomer, trainer, was being boarded, or at a licensed animal shelter.** No dog shall be classified as a **potentially dangerous dog**, dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a **potentially dangerous dog**, dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under O.C.G.A. tit. 16, ch. 5.

(g) When a hearing is requested by a dog owner in accordance with this section, such hearing shall be scheduled within 30 days after the request is received: provided, however, that such hearing may be continued by the animal control board for good cause shown. At least ten days prior to the hearing, the animal control board shall notify the dog owner in writing by certified mail or statutory overnight delivery of the date, time and place of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence and the animal control board shall receive such other evidence and hear such other testimony as may be reasonably necessary to sustain, modify or overrule the classification of the dog by the animal services officer.

(h) Within ten days after the hearing, the animal control board shall notify the owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If the determination is made that the dog is a **potentially dangerous dog**, dangerous dog or a vicious dog, the notice shall specify the date upon which that determination is effective. A dog that is found, after notice and opportunity for hearing as provided in this section, to have caused a serious injury to a human on more than one occasion shall be euthanized~~; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection~~. If the determination is that the dog is to be euthanized pursuant to O.C.G.A. § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.

(i) Judicial review of the animal control board's final decision may be had in accordance with O.C.G.A. § 50-13-19. Written notification of such an appeal shall be given immediately to the county animal services division.

(j) *Confinement during pendency of hearing or appeal.* During the pendency of any hearing or appeal of a determination that a dog is a dangerous or vicious dog as provided for in this section, the owner of such dog shall cause such dog to be confined at the expense of such owner of such dog, at a veterinary hospital, licensed kennel facility, the animal services division, the animal shelter, or in a proper enclosure deemed suitable by the animal services officer.

(k) *Authority of animal services officer to confiscate and confine.* If an owner fails or refuses to abide by subsection (j) of this section, the animal services officer is authorized and empowered to impound such animal, confine it at the expense of such owner at a veterinary hospital, kennel facility, the animal services division, the animal shelter, or a proper enclosure deemed suitable by the animal services officer during

the pendency of any hearing or appeal mentioned in this section.

(l) *Retrieval of dog from veterinary hospital.* After notification from the animal control board that a dog has been determined to be a dangerous dog or vicious dog, the owner of such dog shall have three business days within which to pick up the dog from the veterinary hospital or other confinement facility, provided the owner is in compliance with all requirements of the animal control ordinance.

~~(m) Any dog classified prior to July 1, 2012, as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog under this division. Any dog classified prior to July 1, 2012, as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this division. The owner of any dog referred to in this subsection shall come into compliance with all current provisions of this division by January 1, 2013.~~

**Section 5.**

The Forsyth County Animal Control Ordinance is hereby amended by removing the strikethrough language and adding the following bold, underlined language to the codified Article V, Section 14-135 of the Code of Forsyth County, Georgia:

Sec. 14-135. - Requirements for possessing classified dogs.

(a) It is unlawful for an owner to have or possess within the county a classified dog without a certificate of registration issued in accordance with the provisions of this section. Certificates of registration shall be nontransferable and shall be issued to a person 18 years of age or older. Each classified dog must be separately registered with the county and issued a separate certificate of registration. No more than one certificate of registration shall be issued per domicile, regardless of whether such certificate of registration is for a **potentially dangerous dog,** dangerous dog or a vicious dog.

(b) Subject to the additional requirements of this article, a certificate of registration shall be issued **for a potentially dangerous dog or dangerous dog** once the animal services officer determines that the following requirements have been met:

(1) The owner has maintained a proper enclosure designed to securely confine the **potentially dangerous dog** or dangerous dog on the owner's property (which shall not include any electronic animal confinement system); and

**(2) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the potentially dangerous dog or dangerous dog; and**

(3) ~~(2)~~ Clearly visible warning signs have been posted at all entrances to the premises

where ~~the~~ a **dangerous** dog resides, including a sign issued by the animal services division indicating the dog's classification number.

(c) Except as otherwise provided in this article, a certificate of registration for a vicious dog shall be issued if the animal services officer determines that the following requirements have been met:

(1) The owner has maintained a proper enclosure designed to securely confine the vicious dog on the owner's property (which shall not include any electronic animal confinement system);

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;

(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and

(4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least $50,000.00 or the maximum amount authorized by state law issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the vicious dog.

(d) The owner of a classified dog shall notify the animal services division, within 24 hours if the dog is on the loose, is unconfined, has attacked a human, has died or been euthanized, or has been sold or relocated. If the dog has been sold or relocated, the owner shall also provide the animal services officer with the name, address, and telephone number of the new owner of the dog and of the effective date of the transfer. Any transferee of a **potentially dangerous dog or** dangerous dog shall be presumed to have notice of the dog's classification as such. A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

(e) The owner of a classified dog shall notify the animal services division if the owner is moving out of the county. The owner of a classified dog who moves to the county from another jurisdiction within the State of Georgia shall register the classified dog with the county within ten days of becoming a resident and notify the animal services division of the jurisdiction from which he or she moved. The owner of a similarly classified dog who is a new resident of the state shall register the dog as required in this section within 30 days after becoming a resident.

(f) Issuance of a certificate of registration or renewal of a certificate of registration by the animal services division in the county does not warrant or guarantee that the requirements specified in this section are maintained by the owner of a classified dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

(g) An animal services officer is authorized to make whatever inquiry is deemed

necessary to ensure compliance with the provisions of this article. Pursuant to state law, law enforcement agencies, including those of the county and the municipalities within the county, will cooperate with animal services officers in enforcing the provisions of this article.

(h) An annual fee, which may be set from time to time in an amount deemed reasonable by the board of commissioners, in addition to any regular dog licensing fees shall be paid to register classified dogs as required by this article. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, an animal services officer shall require evidence from the owner or make such investigation as may be necessary to verify that the classified dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of the animal control ordinance. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.

(i) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.

(j) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:

(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;

(2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.

**Section 6.**

The Forsyth County Animal Control Ordinance is hereby amended by adding the following bold, underlined language to the codified Article V, Section 14-136 of the Code of Forsyth County, Georgia:

(a) It shall be unlawful for an owner of a **potentially dangerous dog** or dangerous dog to permit the dog to be off the owner's property unless:

(1) The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;

(2) The dog is contained in a closed and locked cage or crate; or

(3) The dog is working or training as a hunting dog, herding dog, or predator control dog.

(b) It shall be unlawful for an owner of a vicious dog to permit the dog to be:

(1) Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or other structure suitable to prevent the vicious dog from leaving such property unless:

a. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

b. The dog is contained in a closed and locked cage or crate; or

(2) Unattended with minors.

(c) No person shall be the owner of more than one vicious dog.

**Section 8.**

The Forsyth County Animal Control Ordinance is hereby amended by striking the text in its entirety in codified Article II, Section 14-41 of the Code of Forsyth County, Georgia, and leaving that Section as Reserved.

**Section 9.**

**Severability**: Should any section, subsection, clause, sentence, phrase, or part of this Ordinance for any reason be held, deemed or construed to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions thereof and the Board of Commissioners hereby declares that it would have passed this ordinance, each section, subsection, clause, sentence, phrase, and part thereof irrespective to the fact that one or more sections, subsections, clauses, sentences, phrases, or parts thereof, be declared unconstitutional or invalid.

**Section 10.**

**Effective Date and Repealer Provision:** This Ordinance shall become effective immediately upon passage and any and all existing or pre-existing Forsyth County animal control ordinances, amendments, and resolutions in conflict with the terms of this Ordinance are hereby repealed.

**BE IT RESOLVED** this ___ day of _____,2025.

**FORSYTH COUNTY BOARD OF COMMISSIONERS**

_____
Alfred John, Chairman

_____
Kerry Hill, Vice-Chairman

_____
Laura Semanson, Secretary

_____
Todd Levent, Member

_____
Mendy Moore, Member

Attest:

_____
Clerk to the Board

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Legal | **Submitted by:** | Diana Romano |
| **Date Submitted:** | 01/02/2025 | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Public Hearings**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Public hearing and possible vote regarding an amendment to the Forsyth County Alcohol Ordinance that will amend the requirements for consumption on premises at indoor commercial recreation establishments, add definitions, to set the rules for alcohol sales at indoor commercial recreation establishments, and for other purposes - County Attorney

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No**

Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Legal Only**

**Approval List:**

| | |
|---|---|
| Diana Romano, Legal | Created/Initiated - 1/2/2025 |
| Rhonda Hansard, Administration | New - |

**A RESOLUTION**
**BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS**
**MODIFYING THE FORSYTH COUNTY ALCOHOL ORDINANCE,**
**OTHERWISE KNOWN AS ORDINANCE 68, OR CHAPTER 6 OF**
**THE FORSYTH COUNTY CODE OF ORDINANCES**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations, and

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes the County to adopt ordinances preserving the public health, safety, and welfare, and to adopt appropriate measures to enforce those ordinances; and

**WHEREAS**, Section 12.1 of the County's codified local laws authorize the County to adopt ordinances exercising the police powers of the State of Georgia; and

**WHEREAS**, the Board of Commissioners of Forsyth County desires to exercise its authority to amend the Alcohol Ordinance; and

**WHEREAS**, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law.

**NOW, THEREFORE,** the Board of Commissioners of Forsyth County, Georgia hereby ordains as follows:

**Section 1.**

The Forsyth County Alcohol Ordinance is hereby amended by adding, in alphabetical order, the following bold, underlined definitions to the codified Article I, Section 6-2 of the Code of Forsyth County, Georgia:

***Indoor recreational establishment*** **means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and regularly serves prepared food; however,**

**the sale of food and alcoholic beverages is incidental to its primary purpose and activity on the premises. The primary activity on the premises of an indoor recreational establishment shall be family oriented or a use which attracts a range of individuals from all age groups. Indoor recreation uses may specifically include, but is not limited to, pickleball, badminton, golf or sports simulators, or arcade games.**

**Section 2.**

The Forsyth County Alcohol Ordinance is hereby amended Article IV, Section 6-131 of by removing the strikethrough language and adding the bold, underlined language to the codified Article IV, Section 6-131 of the Code of Forsyth County, Georgia:

> No alcoholic beverages may be sold by the drink for consumption on the premises, except in state licensed brewery, state licensed farm winery, state licensed distillery, hotel, or ~~an~~ eating establishments regularly serving prepared food, with a full service kitchen (a full service kitchen will consist of a three compartment pot sink, a stove or grill permanently installed and a refrigerator, all of which must be approved by the Health and Fire Departments) prepared to serve food every hour they are open, pursuant to the applicable building, fire and safety codes in effect for the county. Notwithstanding the requirements of this provision, alcoholic beverages may be sold by the drink for consumption on the premises with a valid special event permit regardless of whether the location of the permitted special event is an eating establishment or has a full service kitchen. When located in hotels, motels, and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall, or other publicly used interior portion of the primary use structure. Outlets not located within hotels shall derive a minimum of fifty percent (50%) of their total annual gross food and beverage sales from the sale of prepared meals or food. Hotels containing such outlets shall derive a minimum of fifty percent (50%) of their total annual gross income from the sale of prepared meals or food and from the rental rooms for overnight lodging. On or before the 20th day of each month, each such outlet shall file a report of the previous calendar month's operations with the county verifying compliance with the above provisions. Such report shall be filed on forms designated by the Department Head. Any licensed outlet that fails to meet the appropriate percentage requirements for two consecutive months shall be subject to immediate revocation. An audit may be required at any time to ensure compliance with these provisions. Nothing in this section shall be deemed to prohibit hotel room service of alcoholic beverages or to prohibit a hotel from maintaining a bar separate from the restaurant facility, provided access to said bar shall be from a public lobby, hallway, mall, or other publicly used interior portion of the hotel.
>
> For purposes on this section, a golf course is defined as being a par 60 or greater course and being a recognized member to the Georgia State Golf Association and United State Golf Association and may be issued an on-premises consumption license without meeting the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food. Marinas on Lake Sydney operating pursuant to a duly executed

lease and duly issued permit from the United States Army Corps of Engineers may be issued an on-going premises consumption license without meeting the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food. Bowling alleys consisting of at least four working lanes and being a part of a commercial for-profit business, may be issued an on-premises consumption license without meeting the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food. **Indoor recreational establishments, as specifically defined in this Code, may be issued an on-premises consumption license without meeting the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food, provided that at least seventy percent (70%) of its gross annual sales be derived from a combination of the sale of prepared meals or food and recreational activities.** Cigar Shops, as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, and wine but not distilled spirits, without meeting the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food, provided that at least sixty percent (60%) of its gross annual sales be derived from the sale of full-sized, hand-rolled cigars, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, cutters, lighters, incense, ash trays, pipe cleaners, cases, humidors, humidifying devices, vaporizers, and other smoking paraphernalia. On or before the twentieth day (20th) of each calendar month, each Cigar Shop issued an on-premises consumption license shall file a report of the previous calendar month's operations with the county verifying compliance with this sales provision. In addition, an on-premises consumption license may be issued to an individual or entity operating an art studio, gallery or performing or cultural arts arena or a performing or cultural arts event, or a luxury elite, or vintage automobile storage facility, without meeting the full kitchen requirement or the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food, with the exception that no licenses shall be issued in conjunction with performing or cultural arts events held at public school facilities or sponsored by the public schools. For purposes of this paragraph, a luxury, elite, or vintage automobile storage facility shall mean a facility providing either owned or leased space for the storage, viewing, washing, detailing, and related automotive services on automobiles that due to their age or value are owned by either automobile collectors, enthusiasts, or are mainly for viewing and exhibition purposes. A Specialty Wine Shop holding a beer and wine by the package license may also apply for a beer and wine for consumption on premises license upon meeting the following criteria: A Specialty Wine Shop shall have a Georgia Department of Agriculture license for a food sales establishment, sell cheese or charcuterie plates to be consumed on premises; and only serve a maximum of three (3) standard pours of wine (175ml per glass) per person per day. Any outlet with a license to sell distilled spirits by the package is not eligible to be considered a Specialty Wine Shop. Food caterers may apply for a consumption on premises license provided that the licensed location is open to the public and actively engaging in business at least four (4) hours on a single day each week. It is the responsibility of the food caterer to verify with the Department of Revenue that the hours are sufficient for a state consumption on premises alcohol license. Sunday consumption sales are not permitted at a cigar shop, art studio, gallery or performing or cultural arts arena or a performing or cultural arts event, a luxury, elite, or vintage automobile storage

facility, specialty wine shop, **indoor recreational establishments**, or a food caterer that does not meet the full kitchen requirement or the requirement that fifty percent (50%) of its gross annual sales be derived from the sale of prepared meals or food.

**Section 3.**

**Severability**: Should any section, subsection, clause, sentence, phrase, or part of this Ordinance for any reason be held, deemed or construed to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions thereof and the Board of Commissioners hereby declares that it would have passed this ordinance, each section, subsection, clause, sentence, phrase, and part thereof irrespective to the fact that one or more sections, subsections, clauses, sentences, phrases, or parts thereof, be declared unconstitutional or invalid.

**Section 4.**

**Effective Date and Repealer Provision:** This Ordinance shall become effective immediately upon passage and any and all existing or pre-existing Forsyth County alcohol ordinances, amendments, and resolutions in conflict with the terms of this Ordinance are hereby repealed.

**BE IT RESOLVED** this ___ day of _____,2025.

**FORSYTH COUNTY BOARD OF COMMISSIONERS**

_____
Alfred John, Chairman

_____
Kerry Hill, Vice-Chairman

_____
Laura Semanson, Secretary

_____
Todd Levent, Member

Mendy Moore, Member

Attest:

Clerk to the Board

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Planning | **Submitted by:** | Abby Pettiss, Planning Technician |
| **Date Submitted:** | 01/08/2025 | **Presenter:** | Tom Brown |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Tom Brown |

**Order of Business:** **Public Hearings**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Public Hearing and possible vote regarding the approval of a county-initiated Sketch Plat for Forsyth County Board of Commissioners - Parcels 106-066 and 106-634 - SP240024 - District 3 - Director, Department of Planning and Community Development

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:
Comments:

**Procurement Department Review/Comments:**

Reviewed by:
Comments:

**Legal Review/Comments:**

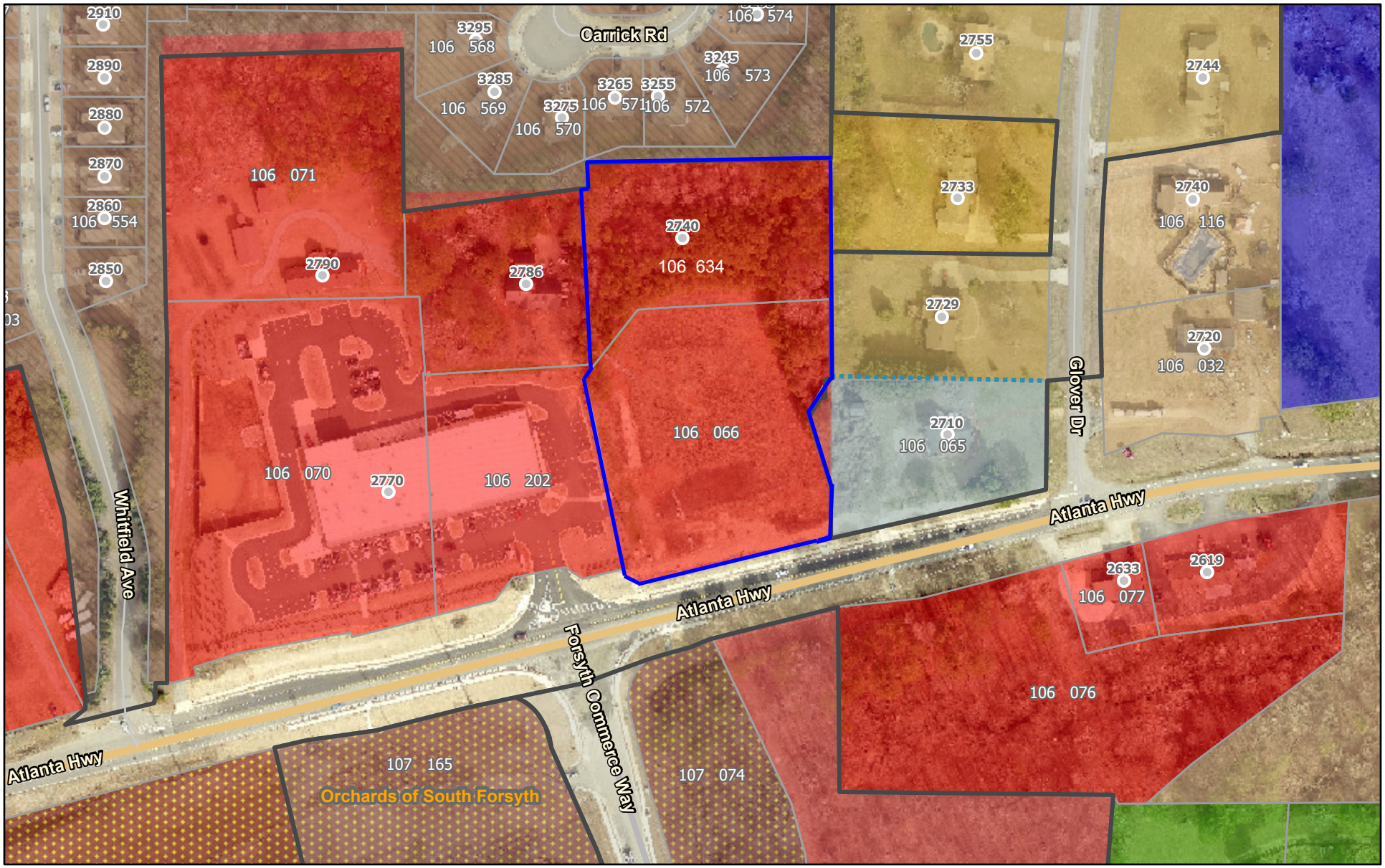
**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**Yes/No** Reviewed by:
Comments:
Comment from Legal:

**Workflow Selected:** **Assistant County Manager Tony Tarnacki Approval**

**Approval List:**

| | |
|---|---|
| Abby Pettiss, Planning | Created/Initiated - 1/8/2025 |
| Tom Brown, Planning | Approved - 1/8/2025 |
| ANTHONY TARNACKI, Administration | Approved - 1/8/2025 |
| David McKee, Administration | Final Approval - 1/14/2025 |

# SP240024 - Forsyth County Board of Commissioners




12/5/2024, 3:38:14 PM

Site Address
Road Centerlines
Major Rd
Local Rd
Other
Forsyth County Boundary
Subdivision and Plat of Survey
Plat of Survey
Subdivision
Tax Parcels
Zoning District
A1 - Agricultural

1:2,400

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

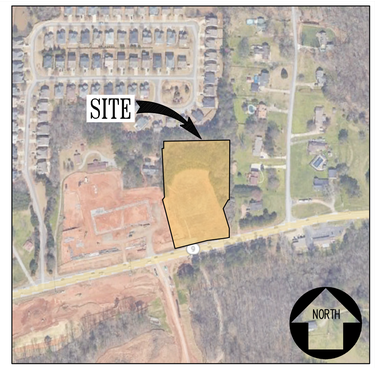
Forsyth County Planning and Community Development
Forsyth County GIS Department, Esri Community Maps Contributors, Forsyth

ArcGIS Web AppBuilder

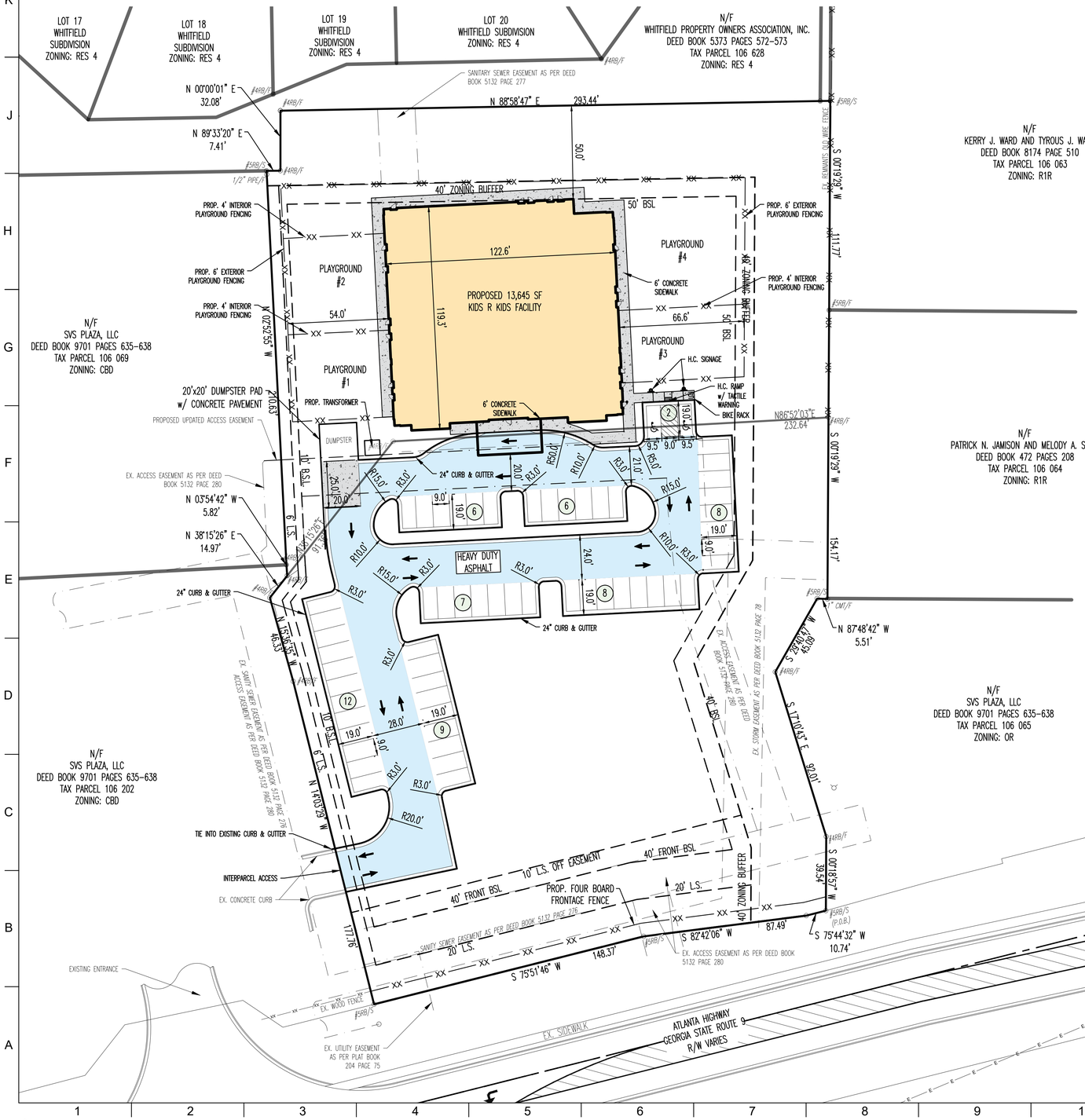
Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS | Forsyth County Planning and Community Development

NOTIFY FORSYTH COUNTY INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION. (770) 781-2165

RECEIVED
DEC 12 2024
Forsyth County Department of Planning & Community Development
SP240024




LOCATION MAP




## PAVEMENT LEGEND

- HEAVY DUTY ASPHALT
- STANDARD DUTY ASPHALT
- CONCRETE PAVEMENT

## STANDARD NOTES:

THESE DOCUMENTS REPRESENT THE PROPOSED DEVELOPMENT REQUESTED BY THE INDICATED PROPERTY OWNER. CSC DESIGN, INC. ASSUMES NO RESPONSIBILITY FOR THE IDENTIFICATION, LOCATION, AND/OR THE CLASSIFICATION OF ANY WATERS OF THE UNITED STATES AND/OR STATE WATERS LOCATED ON THIS SITE. IT IS THE RESPONSIBILITY OF THIS PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY(S) FOR APPROVAL OF ANY WORK ASSOCIATED WITH WATERS OF THE UNITED STATES AND/OR STATE WATERS.

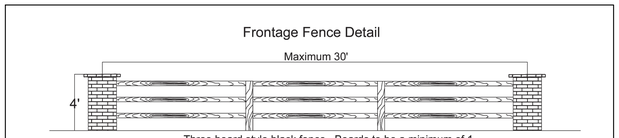
ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES, AND SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.

ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.

THE EXISTING UTILITIES SHOWN ARE FOR CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION OR SIZE OF EXISTING UTILITIES. THE CONTRACTOR IS TO VERIFY THE LOCATIONS OF ALL UTILITIES AND SIZES WITHIN THE LIMITS OF THE WORK PRIOR TO BEGINNING CONSTRUCTION. ALL DAMAGE MADE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

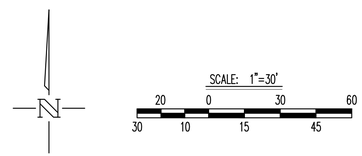
DEVIATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT THE PRIOR CONSENT OF THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE TO THE ENGINEER.

Frontage Fence Detail




Three board style black fence. Boards to be a minimum of 1 inch thick by 4 inches wide. Posts to be 4 X 6 inch.

Not To Scale




811 Know what's below. Call before you dig. Dial 811. Or Call 1.800.282.7411

CSC DESIGN, INC.
ARCHITECTS & ENGINEERS
135 P. Rickman Industrial Dr. Suite 100, Canton, GA 30115
(770) 345-2579

GEORGIA REGISTERED PROFESSIONAL ENGINEER MATTHEW C. AILES 12/12/2024

GSWCC LEVEL II CERTIFICATION #0000039613 EXPIRES 11-1-27

| | |
|---|---|
| JOB: | 24-016 |
| DRW: | MCZ |
| CHK: | MCZ |

| REVISIONS | | |
|---|---|---|
| NUMBER | DATE | COMMENTS |
| 1 | 10/7/24 | FORSYTH COUNTY SUBMITTAL |
| 2 | 12/12/24 | FORSYTH COUNTY PLAT APPLICATION |

# KIDS R KIDS – HWY 9

HWY 9 AKA ATLANTA HIGHWAY
LAND LOT 413; 2nd DISTRICT; 1st SECTION; PARCEL 106-066 & 106-634
FORSYTH COUNTY, GEORGIA

SITE PLAN

C-3

DATE: 11/19/2024

Copyright CSC DESIGN, INC

**PUBLIC HEARING**

SP2400024

DATE: 1-23-25 TIME: 5:00 PM

Request to build
a day care center
on property zoned CBD

2.91 ACRES | # OF LOTS / UNITS | 13,645 NON-RES SQ FT

LOCATION: FORSYTH COUNTY ADMINISTRATION BUILDING, ROOM 220

770-781-2115 www.forsythco.com

SVS
PLAZA
IndiFresh
PUBLIC HEARING
SP2400024
DATE: 1-23-25 TIME: 5:00PM
Request to build
a daycare center
on property zoned CBD
2.91 ACRES # OF LOTS / UNITS 13,645 NON-RES SQ FT
LOCATION: FORSYTH COUNTY ADMINISTRATION BUILDING, ROOM 220
770-781-2115 www.forsythco.com
10-18-24
GDOT 25
CPOP

# NOTICE OF PUBLIC HEARINGS

The Forsyth County Board of Commissioners will hold a Public Hearing for the below applications on **Thursday, January 23, 2025 at 5:00 p.m.**

The public hearing will be held in the Forsyth County Administration Building, 110 East Main Street, Commissioners Meeting Room 220, Second Floor, Cumming, Georgia. If you wish to speak at the public hearing before the Board of Commissioners, you will be required to provide your name and address to staff prior to speaking.

Applications are available for public review on the County's website at www.forsythco.com or by making an appointment to visit the Department of Planning & Community Development, 110 East Main Street, Suite 100 Forsyth County Administration Building, Cumming, Georgia, Monday through Friday, 8:30 a.m. to 5:00 p.m.

The physical locations provided with respect to specific applications listed below are provided for general locational purposes only and are believed to be accurate but are not guaranteed. A more detailed depiction of the specific property subject to the land use action may be obtained by referencing the GIS property viewer on the Forsyth County website at www.forsythco.com. Further information is also available by cross-referencing the specific land use case number in the legal ad with the County's CSS online database.

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**SP240024**

Forsyth County Board of Commissioners has submitted a request to the proper authorities for approval of a Sketch Plat to build a day care center on property zoned Commercial Business District (CBD).

This property is located at 2740 Atlanta Highway, Cumming, GA 30040. The property is also located immediately south of property known as 2740 Atlanta Highway. The Board of Commissioners Public Hearing will be held on **Thursday, January 23, 2025 at 5:00 p.m.** in the Forsyth County Administration Building, 110 East Main Street, Commissioners Meeting Room, Suite 220, Cumming, Georgia.

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**Legal Ad Run Date: Wednesday, December 18, 2024**

SP240024
Forsyth County Board of Commissioners has submitted a request to the proper authorities for approval of a Sketch Plat to build a day care center on property zoned Commercial Business District (CBD). This property is located at 2740 Atlanta Highway, Cumming, GA 30040. The property is also located immediately south of property known as 2740 Atlanta Highway. The Board of Commissioners Public Hearing will be held on Thursday, January 23, 2025 at 5:00 p.m. in the Forsyth County Administration Building, 110 East Main Street, Commissioners Meeting Room, Suite 220, Cumming, Georgia.
**141898 12/18**

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Old Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board discussion on the process used on the creation of Resolutions, engagement of staff lobbying on behalf of BOC, and changing/creating policy without BOC direction - Mills / Levent

**(Postponed from the November 21, 2024 Agenda)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Cindy Henderson, Administration Created -

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Old Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board discussion regarding the City of Cumming's Resolution sent to the County, signed November 6th - Levent / Mills

**(Postponed from the December 5, 2024 Agenda)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Cindy Henderson, Administration Created -

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Old Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board discussion and possible direction regarding Meeting Room location for Work Sessions - Levent / Mills

**(Postponed from the December 5, 2024 Agenda)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No**

Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Cindy Henderson, Administration Created -

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Cindy Henderson |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **Old Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board discussion and possible direction the 2024/2025 County/Chamber of Commerce Funding Agreement - Mills / Levent

**(Postponed from the December 5, 2024 Agenda)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Cindy Henderson, Administration Created -

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "Agreement") is made and entered into as of the 1st day of December, 2024 ("Effective Date"), by and between the **FORSYTH COUNTY CHAMBER OF COMMERCE, INC.,** a Georgia nonprofit corporation (hereinafter "Chamber") and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners (hereinafter "Forsyth County" or "County"), collectively, the "Parties".

## W I T N E S S E T H:

**WHEREAS**, on February 25, 2020, the County entered into an Economic Development Funding Memorandum of Understanding with the Chamber for economic development services to be provided from 2020 to December 31, 2022 ("Original MOU"); and

**WHEREAS**, the County and the Chamber entered into an Amended Economic Development Funding Memorandum of Understanding to amend the Original MOU to extend the term for an additional twelve months from January 1, 2023, to December 31, 2023; and

**WHEREAS**, between January 1, 2024, through November 30, 2024, the Parties have continued to operate under the terms and conditions of the Original MOU as amended; and

**WHEREAS**, pursuant to the authority granted in O.C.G.A. § 48-13-51(b), on October 3, 2024, the Forsyth County Board of Commissioners adopted an ordinance imposing an eight percent (8%) local hotel, motel and lodging excise tax (the "Hotel/Motel Tax") that will become operational and effective on December 1, 2024 (see Ord. 86 – Amendment "C"); and

**WHEREAS**, in accordance with applicable state law, and pursuant to Sec. 74-46 of the Code of Forsyth County, Georgia (the "Code"), the County may spend 37.50% of every dollar collected under the Hotel/Motel Tax for unrestricted purposes, and the County must spend 43.75% of every dollar collected to promote tourism, conventions, and trade shows ("TCT"), and the County must spend 18.75% of every dollar collected for tourism product development ("TPD") (see also O.C.G.A § 48-13-51(b)); and

**WHEREAS**, the Hotel/Motel Tax law contemplates that of those amounts that must be spent on TCT (43.75% of the collected tax) such amounts are to be collected and fully disbursed in the same fiscal year;

**WHEREAS**, the Hotel/Motel Tax law contemplates that 18.75% of those amounts to be spent annually on TCT shall be distributed to a destination marketing organization unless the taxing authority has a pre-existing relationship with another entity that provides TCT services and an appropriate budget plan is provided. Forsyth County has such a pre-existing relationship with the Chamber (See, O.C.G.A. 48-13-51(e)(2));

**WHEREAS**, the County finds that it is in the public interest to continue its relationship with the Chamber beginning on December 1, 2024, regarding TCT which means planning,

conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows; and

**WHEREAS**, the County finds that the Chamber is well positioned to provide the aforementioned services on behalf of the County, and the County receives substantial benefits from the Chamber's provision of those services; and

**WHEREAS**, the Chamber desires to provide such services to the County under the terms and conditions set forth herein; and

**WHEREAS**, the Chamber and the County will work together in a cooperative spirit to promote tourism, conventions, and trade shows pursuant to this Agreement and intend that each provision of this Agreement be carried out in good faith.

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

## A. FOR SERVICES PROVIDED FROM THE CHAMBER TO THE COUNTY BETWEEN JANUARY 1, 2024, THROUGH NOVEMBER 30, 2024

Between January 1, 2024, through November 30, 2024, the Parties have continued to operate under the terms and conditions of the Original MOU as amended. The Parties hereby ratify all funding previously provided and services rendered from January 1, 2024, through November 30, 2024. This Agreement supersedes the Original MOU which the Parties hereto agree shall be terminated as of 11:59 pm on November 30, 2024.

## B. FOR SERVICES PROVIDED FROM THE CHAMBER TO THE COUNTY BETWEEN DECEMBER 1, 2024, THROUGH DECEMBER 31, 2025

### I. FUNDING AMOUNT AND USE

1. **Funding Amount.** For each month when qualifying services are provided, the County shall pay to the Chamber a total of up to 43.75% of that month's Hotel/Motel Tax collections (hereinafter, the "Tourism, Convention, and Trade Show Funds" or the "TCT Funds") pursuant to the following authorities and calculations:

   **a.** O.C.G.A. § 48-13-51(b)(5)(A) and § 48-13-51(e)(2) – an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent to be expended for *promoting tourism, conventions, and trade shows* (18.75% of the total Hotel/Motel Tax collected); and

   **b.** O.C.G.A. § 48-13-51(b)(6) and § 48-13-51(a)(3)(A) – an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be

collected at a rate of 3 percent for the purpose of *promoting tourism, conventions, and trade shows* (25% of the total Hotel/Motel Tax collected)

2. **Use.** TCT Funds may be used only for the purpose of promoting tourism, conventions, and trade shows within Forsyth County. As a further restriction, the TCT Funds may only be spent on activities authorized in the County's adopted budget plan for Tourism Promotion Funds (see below).

3. **Budget Plan**. In accordance with O.C.G.A. § 48-13-51(e)(2), the Chamber has tendered a proposed "budget plan" to Forsyth County. That budget plan is attached hereto as **Exhibit A**. The County will incorporate the final budget plan into its adopted budget plan which specifies how the proceeds of the Hotel/Motel Taxes are to be expended during the corresponding fiscal year.

4. **Payment Timing.** The County will provide the TCT Funds on: (1) a monthly basis within a reasonable time after the County's receipt of all monthly Hotel/Motel Tax collections, and (2) after the receipt of the monthly invoice from the Chamber for services rendered according to **Exhibit A**.

5. **Return of Funding.** Funds shall be used exclusively for the purposes specified in this Agreement, with the intent that all funds assigned to a particular calendar year be spent or encumbered in that year. TCT Funds that are budgeted for expenditure in a calendar year must be spent in accordance with the approved budget, with no exceptions. All other funds provided by the County for a particular calendar year, but not spent or encumbered by the Chamber during that calendar year, shall be returned to the County on or before February 1, of the following year.

6. **Fiscal Year True Up of TCT Funds**. The County and Chamber both agree that those TCT Funds collected by the County beginning December 1, 2024 through December 31, 2024 will be disbursed to the Chamber in the ordinary course and spent/encumbered by the Chamber on or prior to December 31, 2024. During the 2025 fiscal year, by no later than November 1, 2025, in the event it appears to the County that TCT funds have been collected where reasonable projections suggest the Chamber's TCT budget plan will not result in the complete disbursement or encumbrance of such collected TCT funds, the County and the Chamber shall have an obligation to confer in good faith and develop a mutually acceptable plan for expenditure of those collected TCT funds that, in the ordinary course, would not otherwise be spent or encumbered under the then-existing budget plan. The intention of this paragraph is to ensure that the Hotel-Motel Tax law is observed and all collected TCT funds are spent/encumbered in the same fiscal year as collected.

## II. TERM OF AGREEMENT

1. **Timeline for Providing Services.** This Agreement is intended to cover services provided between January 1, 2024, and December 31, 2025. Final reporting on 2025 services, final payment for 2025 services, and other obligations pertaining to services performed in 2024-

2025 will naturally extend beyond December 31, 2025. However, no new services will be provided beyond 2025, and no payments are authorized for such services.

2. **Term of Agreement; Automatic Termination and Renewal.** The term of this Agreement shall be deemed effective on December 1, 2024, and shall expire, unless earlier terminated as provided herein, on December 31, 2025. As the term of this Agreement exceeds one year, the Parties acknowledge that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County at midnight on December 31 each year while this Agreement is in force, further, that this Agreement shall automatically renew at 12:01 on each January 1, absent the County's provision of written notice of non-renewal to the Chamber at least sixty (60) days prior to the end of the then-current fiscal year. Such automatic renewal will only continue this Agreement during the term of the agreement (as defined in the first sentence of this paragraph) and will not extend the term of the Agreement.

3. **Termination For Cause.** In the event of one Party's breach or default under this Agreement, the aggrieved Party shall give notice to the breaching Party, and, within twenty (20) days of such notice, representatives of both sides shall meet in good faith to resolve the issue. If the good faith meeting does not resolve the issue, the aggrieved Party shall give the other Party seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If the other Party fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of the aggrieved Party, the aggrieved Party may terminate the Agreement in writing and pursue any other remedy then available, at law or in equity, for such default.

4. **Termination Without Cause**. The County shall have the right to terminate this Agreement without cause by providing advance notice of such termination to the Chamber no less than ninety (90) days from the date termination will become effective. In the event such a notice of termination is provided, during the ninety (90) day period the County shall continue to accept invoices and disburse TCT funds to the Chamber as set forth in Section (I)(4).

## III. MONITORING

1. **County's Authority to Monitor.** The Forsyth County Manager or designee, in association with the County Finance Department, shall be permitted to take all reasonable steps to monitor the Chamber's use of County-provided funding to ensure that the funding is used in a manner consistent with the requirements of this Agreement and any adopted budget plan for Tourism Promotion Funds. Upon request, the Chamber shall furnish to the County Manager (or designee) all statements, records, reports, data and information related to matters covered by this Agreement in the form reasonably requested, provided that such disclosure is allowed pursuant to applicable law.

2. **Required Reporting.** Without limitation of the general right of the County to request

relevant information pertaining to this Agreement, the Chamber shall submit the following enumerated documents and information by the deadlines established herein:

a. **Monthly And Year-End Status Reports.** Each month, the Chamber shall provide the Forsyth County Manager (or designee) with a report demonstrating the services performed under this Agreement and the status of progress of ongoing services. The County Manager or his/her designee shall promptly circulate such reports to those members of the Board of Commissioners serving on the Finance Committee. Each month's monthly report shall be provided by the 10th day of the following month. On or before February 1 of the following year, the Chamber shall provide a comprehensive report for all services provided in each calendar year.

b. **Interim Financial Statements.** The Chamber shall submit interim financial statements each quarter, beginning with the calendar year quarter within which the Chamber first received funding from the County hereunder and for each quarter thereafter throughout the Term. Interim financial statements must be received by the Forsyth County Finance Department prior to the close of business on the fifteenth (15th) day following the last day of the immediately preceding quarter.

c. **Annual Audit.**

i. For each and every fiscal year in which the Chamber receives or possesses County funds, the Chamber shall provide a year-end audit ("Audit"). The Audit shall indicate the total amount funds received from the County for that fiscal year (or, if no such funds were received during the fiscal year at issue, the total amount of County funds in the Chamber's possession during that fiscal year), the total amount of the funds expended in that fiscal year, and the total remaining balance of County funds in Chamber's possession at the close of that fiscal year.

ii. The required Audit must be received by the County Finance Department prior to the close of business on the ninetieth (90th) day following the close of the Chamber's fiscal year. The Chamber's fiscal year is hereby declared to begin on January 1 and end on December 31 each year.

iii. In accordance with O.C.G.A. § 48-13-51(f), for each year during the Term of this Agreement, within thirty (30) days following the end of the County's fiscal year, the Chamber shall provide the County with audit verification that the Chamber made use of such funds in conformity with the requirements hereof.

iv. Notwithstanding other audit opportunities set forth above, during the term of this Agreement the County shall have the right to conduct random interval audits of Chamber expenditures and documents, such as will confirm compliance with GASB and County audit standards. Any request for documentation and information pursuant to this subparagraph shall be provided to the Chamber five (5) days in advance of when the requested material shall be made available to pertinent County personnel.

## IV. GENERAL REQUIREMENTS

1. **Confidentiality.** The Parties hereto each acknowledge that they may receive confidential information from the other party and agree that, except as otherwise required by law, they will protect the confidentiality of any such confidential information and will require any subcontractors, consultants, and/or staff to likewise protect such confidential information. The Parties acknowledge that the County's disclosure of documentation is governed by Georgia's Open Records Act and agree to comply with that Act during the term of this Agreement.

2. **Indemnification.** The Chamber shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of alleged willful, negligent or tortious conduct arising out of the services performed pursuant to this Agreement or operations by the Chamber, any Chamber subcontractor, anyone directly or indirectly employed by the Chamber, or anyone for whose acts the Chamber may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties by any employee of the Chamber, anyone directly or indirectly employed by the Chamber, or anyone for whose acts the Chamber may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Chamber under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

3. **Insurance.** The Chamber shall maintain a commercially reasonable policy of liability insurance.

4. **Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit.** It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services unless the Chamber shall provide evidence on County-provided forms, attached hereto as Exhibits "B" and "C" (affidavits regarding compliance with the E-Verify; program to be sworn under oath under

criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Chamber's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed.

The Chamber hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B," and submitted such affidavit to County. Further, Chamber hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Chamber employs or contracts with any subcontractor(s) in connection with the covered contract, the Chamber agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C," which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Chamber agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The Chamber and Chamber's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Chamber agrees that the employee-number category designated below is applicable to the Chamber: Fewer than 100 employees.

Chamber hereby agrees that, in the event Chamber employs or contracts with any subcontractor(s) in connection with this Agreement, the Chamber will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

5. **Assignment.** The Chamber covenants and agrees not to assign or transfer any interest in, nor delegate, any duties of this Agreement, without the prior express written consent of the County.

6. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

7. **Conflicts of Interest.** The Chamber agrees that it shall not engage in any activity or conduct that would result in a violation of the County's Code of Ethics.

8. **Authority to Contract.** The individual executing this Agreement on behalf of the Chamber covenants and declares that he/she has obtained all necessary approvals of its board of directors or similar authorities to simultaneously execute and bind the Chamber to the terms of this Agreement.

9. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Chamber agrees that, during performance of this Agreement, the Chamber, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Chamber agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10. **Applicable Law.** The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia.

11. **Notices.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

David McKee, County Manager
Forsyth County Administration
110 East Main Street, Suite 210
Cumming, Georgia 30040

NOTICE TO THE CHAMBER shall be sent to:

James McCoy, President
Forsyth County Chamber of Commerce
212 Webb Street, Suite 200
Cumming, GA 30040

12. **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Chamber with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Chamber with the terms and conditions of this Agreement.

13. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

14. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

IN WITNESS WHEREOF, the Chamber and the County have set their hands and seals as of the Effective Date first provided above.

**FORSYTH COUNTY CHAMBER OF COMMERCE, INC.**

By: _____
James McCoy, President

[CORPORATE SEAL]

Attest:

By: _____
Laura Stewart, Corporate Secretary

CUMMING/FORSYTH COUNTY CHAMBER OF COMMERCE
CORPORATE SEAL
GEORGIA

**FORSYTH COUNTY, GEORGIA**

By: _____
Alfred John, Chair, Board of Commissioners

[COUNTY SEAL]

Attest: _____
County Clerk

# Exhibit A (page 1 of 2)

## DiscoverFOCO WorkPlan 2025

**Overall Goal:** Increase visitor investment through HMR taxes by 15% from 2024

| S.M.A.R.T* Objective / Goal | Task Name | Task Planning Period or Preparation Time (Beginning and End Dates: MM/DD/YY to MM/DD/YY) | Task Completion Date MM/DD/YY | Resources Needed | Notes/Appendix |
|---|---|---|---|---|---|
| Name: | Stacey Gross | | Year: | 2025 | |
| Department(s): | Community Development - Tourism | | Supervisor: | Laura Stewart | |
| Promote Sports Market Sector in Forsyth County by recruiting 2 new sporting events and increasing market visibility. | Recruit 2 new sports tournaments for 2025/2026 season | January 1 to September 29, 2025 | 9/30/2025 | Participation in shows, memberships, and partnerships | Discuss with Parks and Rec staff for capablities; possibility to pitch Winner's Circle Park |
| | Continue partnership in Georgia Sports | January 1 to March 30, 2025 | 4/1/2025 | 2025 Membership Fees (TBA) | |
| | Attend 2 Sports Shows | | 10/1/2025 | Conferences Fees, collateral, collaboration with Winners Circle Park and FoCo Parks and Rec | CONNECT Marketplace TBA, SPORTS Relationship TBA |
| | Recruit 1 new fishing tournament | April 1 to October 30, 2025 | 11/30/2025 | Relationship Building, Sponsorship Fees | Focus on obtaining second GBN tournament |
| | Create a dedicated marketing and communications plan for The Gathering at South Forsyth focused on the NHL and maximizing visitor investment. | March 1, 2025 to June 1, 2025 | 06/01/02025 | Market plan development firm with experience in similar markets with professional sports teams as the anchor | |
| | Produce 1 ad in a high-visbility sportsmarket piece | February 15 to April 1, 2025 | 4/1/2025 | Ad funds, Ad creation | |
| Strengthen Television and Film Marketing in Forsyth County by streamlining practices, increasing resources, and continued relationship building and increasing lead volume by 15% YTD from 2024. | Hold quarterly Film Council meetings | June 1 to September 30, 2025 | 01/19/23, 05/23/23, 08/11/23, 10/11/23 | Host location | |
| | Actively engage with Georgia Film | January 1 to December 31, 2025 | 12/31/2025 | Continued contact, response to leads, updates on county happenings, looping in on ongoing projects | |
| | Host 1 "FoCo Film FAM" for prospecting industry professionals and community leaders | October 1 to November 15, 2025 | 11/30/2025 | Funding for transport/lunch/activities, sponsors | Fall 2025, pending new builds, previous film locations, natural areas |
| | Produce a marketing piece on "Filmed in Forsyth" places to | May 15 to August 15, 2025 | 8/15/2025 | Photo collateral, information on sites | In form of mini-experience piece or perhaps a more in- depth blog |
| | Update Film Forsyth website to reflect newer projects and filming information; increasing Film Forsyth traffic YTD analytics by 15% by beginning of 4th quarter from 2024<br>YTD numbers | February 15 to October 1, 2025 | 10/1/2025 | Digital marketing funds | Target film production crews, casting directors, etc.<br>Team up with GA Film |
| | Generate 6 leads through targeted digital campaigns to film industry decision makers directing them to the Film Forsyth website | January 15 to April 30, 2025 | 5/1/2025 | Time, photos, marketing funds | |
| | Join Location Manager's Guild International | January 1 to February 28, 2025 | 3/1/2025 | Application Fee | |
| | Incubate the recruit / development of a studio for north Forsyth County to allow for more productions in Forsyth, Dawsonville, Dahlonega and Amicalola (30 mile zone radius) *Multi-Year Project | October 1 to November 15, 2025 | 11/15/2025 | | The purpose is to begin an intiative to recruit / develop studio space in the community. This could take up to 5 years to complete. |
| | Spearhead modifying current practices with city and county leadership that make Forsyth County a more "Film Friendly" community based on past filming feedback | January 15, 2025 to August 15, 2025 | 8/15/2025 | Meeting with county and city admins | Based on feedback from Marvel Team |
| Increase promotion of Forsyth County's Social, Military, Educational, Reunion,and Fraternal (SMERF) Marketing with 2 in-person events and enhanced digital marketing. | Attend one SMERF market conference | May 15 to September 30, 2025 | 9/30/2025 | Conference Funds, collateral, giveaways | GSAE Charleston,SC and SMPR STS Forum and Domestic Showcase Huntsville, AL. Bridal Planning Shows TBD |
| | Host event planner showcase/FAM tour | January 1 to March 30, 2025 | 3/30/2025 | Participating venues, contacts, funds for traveling | Regional/state and local event planners target |
| | Execute a Spring and Fall events campaign on social media channels | April and October 2025 | 10/1/2025 | Social media funds, content planning | Spring Wedding campaign on Facebook targeting 2024 brides to tour facilities and use Event Planning Resource Guide, Fall meeting planning campaign on facebook targeting meeting planners looking for smaller venues/event spaces |
| | Update Event Planning Resource Guide on Website bi-annua | April and October 2025 | 8/1/2025 | Photos from venues, updated information and specials | |

# Exhibit A (page 2 of 2)

## DiscoverFOCO WorkPlan 2025

| | | | | | |
|---|---|---|---|---|---|
| **Begin or enhance development of 3 tourism products that will be ready for launch in 2025.** | Collaborate with Economic Development team to identify and address needs for new hotels, conference space, attractions, etc | January 1 to November 1, 2025 | 11/1/2025 | Alex Warner, tourism partner leads | spaces/venues/hotels, elaborate needs, share missed RFPS to gauge needs based on missed opportunities, connect hoteliers interested in expanding with EcD team, attend meetings hosted by EcD with potential tourism investors, provide data needed by EcD team to provide guidance to investors |
| | Incubate: a) sports complex and b) conference center development | March 1 to August 1, 2025 | 8/1/2025 | Location, theme, funding, interested partners | Would not want it hosted by FoCo, rather just work as a partner/sponsor with another interested party. Intended to be year 1 of a multi year project that may take 5 years to complete. |
| | Grow and Strengthen Pour Tour to Reach External Audiences / Create Destination | May 1 to October 15, 2025 | 10/15/2025 | Branding, marketing funds, participation from partners | Formal marketable trail featuring all of our brews/wine/spirit opportunities in the county |
| **Increase visibility, brand awareness, and destination marketing efforts with additional targeted tasks to reach larger audiences and engage key tourism stakeholders in Discover FoCo to drive positive outcomes.** | Update Visitors Guide and Distribute 2025 Visitors Guide to local attractions, hotels, and visitor-interest based locations locally and strategic GA State Regional VICs. | January 1 to February 1, 2025 | 2/2/2025 | State RVIC rep, Delivery Time | |
| | Create and execute a full redesign of the current welcome center lobby. Secure location / relocation of directional signage. *Note: Design must receive aproval of Chamber Board of Directors* | May 1, 2025 to December 1, 2025 | 12/1/2025 | Interior design firm, office furniture firm, cooperation with local officials on signage location / relocation. | Further enhancement of the lobby as the welcome center location for the community and to better serve and accommodate visotors. |
| | Secure full time support position for welcome center reception. | January 2, 2025 to March 1, 2025 | 3/1/2025 | Resources to onboarding and training / customer service training / systems training | |
| | Pitch 12 Forsyth County tourism-based stories to local, regional, state, and national media outlets. | January 1 to October 31, 2025 | 11/1/2025 | Press releases, Media Contacts | |
| | Attend 1 leisure travel or Tourism PR based event | March 1 to October 31, 2025 | 12/1/2025 | Travel Expenses | Potential for STS Domestic Showcase Huntsville, AL |
| | Host 5 days of National Travel and Tourism Week events | January 1 to April 30, 2025 | 05/07/23 to 05/13/23 | | Similar format to 2022 |
| | Actively engage in regional and state co-ops and opportunities such as GACVB, Explore GA, Southeast Tourism Society, Northeast Georgia Mountain Travel Association | January 1 to December 31, 2025 | 10/30/2025 | Memberships, Meeting time, Conference Fees (Vary year-to-year and TBD) | GACVB - TBD (Jan/Feb), Explore GA Gov Conf - 09/11- 13, NEGMTA Winter Chataqua 3/12-13, STS Connections - TBD (Aug/Sep) |
| | Produce quaterly social media campaigns that highlight Discover FoCo's website, planning tools, and brand awareness | January 1 to October 31, 2025 | 11/30/2025 | planning time, campaign structure | Proposed timlineling no later than the 15th of March, June, September, and December |
| | Produce 1 ad in a high-visbility leisure travel market piece | June 1 to September 30, 2025 | 10/1/2025 | ad creation | Georgia State Parks Co-Ops with digital component |
| | Host quaterly hospitality sector meetings for Lodging and SMERF market stakeholders | January 1 to December 31, 2025 | 12/31/2025 | Meeting time, sponsored locations | Rotating locations to create familiarity within our destination |
| | Host quaterly stakeholder meetings for restrateurs and attractions | January 1 to December 31, 2025 | 12/1/2025 | Meeting time, sponsored locations | Rotating locations to create familiarity within our destination |
| | Host one paid influencer or travel for targeted marketing campaign | April 1 to September 30, 2025 | 10/1/2025 | host sites | Potential for brew experience, large event, or general leisure itinerary |
| | Increase overall YTD website traffic 20% from 2024 YTD numbers through targeted ads and campaigns linking click- throughs directly to website via social media, by website promotion on printed ads, and state-issued marketed materials | January 1 to December 31, 2025 | 12/31/2025 | Analytics | |
| | Produce quaterly newsletter highlighting tourism efforts, successes, upcoming announcements, and opportunties to be distributed to chamber partners, tourism partners, and subscribers | May 1 to December 1, 2025 | 01/05/23, 04/6/23, 07/6/23, 10/15/23 | Creative time, database | |
| | Host one tourism-based hallmark event | January 1 to May 6, 2025 | 5/13/2025 | Jessie Martin assist | Award component, brief panel discussion, maybe incorpoated into National Tourism Week |
| | Produce an updated short inspo-video to use on website, social media, and marketing opportunities | February 1 to June 1, 2025 | 6/15/2025 | coordination of spaces and scenes, obtaining videographer | |
| | Set marketing campaign around "new in FoCo:" City Center Tenants / Halcyon Tenants / The Gathering | January 1 to June 1, 2025 | 6/15/2025 | social media planning | Execute closer to June in order to have more accurate opening dates, photos, and info to pitch. Campaign dates will preceed by 30-60 days the opening dates/major updates in development as soon as these entities notify me. |

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

**Department/Office:** Administration
**Submitted by:** Cindy Henderson
**Date Submitted:**
**Presenter:**
**Meeting Date:** 1/23/2025
**Department Head:**

**Order of Business:** **Old Business**
**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)
Board discussion and possible direction regarding emails and digital communications from constituents to Board members - Mills / Levent
**(Postponed from the December 5, 2024 Agenda)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**
Reviewed by:
Comments:

**Procurement Department Review/Comments:**
Reviewed by:
Comments:

**Legal Review/Comments:**
**Completed by submitter:**
Has this agenda item been reviewed by the County Attorney's Office?
**Yes/No** Reviewed by:
Comments:
Comment from Legal:

**Workflow Selected:** **Clerks Only**
**Approval List:**
Cindy Henderson, Administration Created -

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Planning | **Submitted by:** | Erin Crinklaw, Planning Technician |
| **Date Submitted:** | 01/09/2025 | **Presenter:** | Tom Brown |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | Tom Brown |

**Order of Business:** **New Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Priyanka Patel - ZA4175 - to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with Conditional Use Permits (CUPs) for a 5,000 sq. ft. convenience store with fuel dispensing units conducting around the clock business with 22 parking spaces and a 9,000 sq. ft. retail package liquor store/retail trade establishment with 36 parking spaces with the following variance to: 1.) Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2) - Parcel 302-006 - District 4 - Director, Department of Planning and Community Development

**(Postponed from the November 21, 2024 and December 19, 2024 Agendas)**

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No**

Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

| | |
|---|---|
| Erin Crinklaw, Planning | Created/Initiated - 1/9/2025 |
| Rhonda Hansard, Administration | Final Approval - 1/9/2025 |

Forsyth County Department of Planning & Community Development
110 E. Main Street, Suite 100 | Cumming, Georgia 30040 | (770) 781-2115 | forsythco.com

FOR STAFF USE ONLY
DATE & TIME STAMP

RECEIVED
JUN 06 2024
Forsyth County Department of
Planning & Community Development
ZA4175

## Contact Information

### A. APPLICANT CONTACT INFORMATION

Name: Priyanka Patel

Mailing Address: 124 Sierra Circle, Woodstock, GA 30188

Phone#: 770-781-4100 E-mail Address: eunderwood@mileshansford.com / tfisher@mileshansford.com

### B. REPRESENTATION INFORMATION

Name: Miles Hansford, LLC

Address: 202 Tribble Gap Road, Suite 200, Cumming, GA 30040

Phone#: 770-781-4100 E-mail Address: eunderwood@mileshansford.com / tfisher@mileshansford.com

## G. REQUESTED VARIANCE(S) (SEPARATE SHEET REQUIRED FOR EACH REQUESTED VARIANCE)

1) A separate sheet is required for each variance request. The number of this variance request is: Variance #1

2) Please indicate which section of the Unified Development Code (UDC) is requesting to be varied, e.g. Chapter 11, Table 11.2(A)

UDC Table 12.2

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Planning & Community Development
ZA4175

3) Please check the type of variance being requested:

☐ A variance of ____ feet to allow a ____ setback to be ____ feet.

☐ A variance of ____ feet to allow ____ to be ____ feet.

☒ Other: Reduce the buffer abutting Residential, OR, A1, or AG-RES District from 40 ft. to 0 ft. along the western and northern boundaries to allow for existing utility easement and proposed loading area.

4) Written Justification. Per § 8-6.3 (B), all variance requests must be accompanied by written documentation justifying the variance and explaining why it should be granted. Additional sheets can be found on the website at forsythco.com. The justification must specifically address, for each variance requested, the below criteria:

a) Describe why the variance would not negate the purpose and intent of the Unified Development Code provision?

The proposed variance will not eliminate the UDC's intent of providing adequate screening between disparate land uses. Adequate landscaping will be provided to protect the privacy and safety of adjoining property owners.

b) Describe why the variance would not cause substantial detriment to the public safety, health, or welfare of the public, or injurious to other property?

Approval of the proposed variance would not create a safety hazard or noxious condition.

c) Describe why the conditions of your property are unique only to the property which relief is sought and are not applicable generally to other property?

The variance is necessary to accommodate an existing utility easement which cannot be relocated. Furthermore, the Subject Property is located at an intersection making the only feasible location of the loading area within the buffer along the northwestern boundary.

d) Describe how this property's physical surroundings (e.g. shape, size, or topographical conditions) result in an extraordinary hardship or practical difficulty (as distinguished from a mere inconvenience)?

The subject property's shape, size, and topography substantially limit the buildable area of the subject property. The shape, size, and topography of the Subject Property necessitate the requested variance and placement of structures in the locations proposed by the Applicant. Unless the variance is approved as requested by the Applicant, the Subject Property may not be developed in an economically feasible or physically practical manner.

e) Describe why the requested variance is the minimum necessary to accomplish the proposed development or building?

The requested variance is the minimum necessary to accommodate the current and proposed structures and improvements and to allow the property to be developed in an economically feasible and physically practicable manner.

f) Describe how granting this variance will result in equal or greater protection to adjacent property or natural resources? (Only required if requesting a variance to a buffer or setback)

Adequate landscaping will be provided to protect the privacy and safety of adjoining property owners.

## H. PROPERTY OWNER AUTHORIZATION: ADD ADDITIONAL SHEETS IF APPLICABLE

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing.
The undersigned hereby swear that he/she/they is/are the owner(s) of the subject property as identified on this application.

I /We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

Owner Name #1: GPB Properties, LLC

Address: 124 Chappell Road, Dawsonville, GA 30534

Phone#: [redacted] E-mail Address: [redacted]

Signature of Owner: Timothy A. Padron Date: 5.17.2024

Timothy A. Padron

Signature of Notary: _____ Date: _____

PLEASE SEE NOTORIAL CERTIFICATE ATTACHED

Owner Name #2: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

Owner Name #3: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

Owner Name #4: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside )

On May 17th 2024 before me, Issac Antonio Cross Notary Public
(insert name and title of the officer)

personally appeared Timothy Alan Padron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ISSAC ANTONIO CROSS
Notary Public - California
Riverside County
Commission # 2380827
My Comm. Expires Oct 29, 2025

Signature _____ **(Seal)**

**I. CORPORATE/COMPANY DISCLOSURE: ADD ADDITIONAL SHEETS IF APPLICABLE**

If either the applicant or owner are corporations, provide the names of the corporate stockholders with 10% interest or greater; officers; and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. If either the applicant or owner are limited liability companies, provide the names of all officers/managers or members. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at forsythco.com.
I am a duly authorized officer/member of the GPB Properties, LLC [corporate entity]. The GPB Properties, LLC [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the GPB Properties, LLC [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than $1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: GPB Properties, LLC

Name of Officer(s), Director(s) and/or Stockholder(s)

| | |
|---|---|
| Timothy A. Padron | |
| | |
| | |
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| | |
| | |
| | |
| | |

## J. APPLICANT CERTIFICATION (REZONING, CONDITIONAL USE PERMIT AND SKETCH PLAT): PLEASE READ AND INITIAL THE FOLLOWING 10 STATEMENTS

P.P 1) I hereby request this application relative to the property shown on the attached plats and site plan be placed on the Planning Commission and/or Board of Commissioners agenda for a public hearing.

P.P 2) I understand that my request will be rejected if all the necessary information and/or requirements are not presented.

P.P 3) I understand that I have an obligation to present all necessary information required by the Unified Development Code to enable the Planning Commission and/or Board of Commissioners to make an informed determination on my request. I will seek advice of Planning Staff or an attorney if I am not familiar with the zoning and land use requirements.

P.P 4) I understand that my request will be acted upon at the Planning Commission and/or Board of Commissioners public hearing and that I am required to be present or to be represented by the authorized representative as indicated on this application, so that someone is available to present all facts and answer questions. I understand that failure to appear at a public hearing may result in the postponement or denial of my request. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Forsyth County.

P.P 5) The Unified Development Code (UDC) of Forsyth County requires the landowner, applicant, or authorized representative to place orange public participation signs on the subject property during the entire Applicant Work Time. In order to insure that the correct information is included on the public participation signs, the Planning and Community Development Department will prepare the signs and present them to the applicant at the Zoning Review Meeting. It is the applicant's responsibility to place the signs on the subject property and to maintain the signs during the entire duration of the Applicant Work Time, where the term "maintain" means that any and all meetings and/or application changes shall be updated on the signs, and that the signs shall remain standing and readable until an application is withdrawn or the proposal is submitted for Board Consideration. A sign affidavit with a dated photo of each sign placing said signs against a verifiable property landmark shall be submitted to the Planning and Community Development Department within two (2) business days after the Zoning Review Meeting. Failure to submit the affidavit shall result in the public participation report being incomplete and the submittal for Board Consideration not being accepted until all posting requirements are complete.

P.P 6) The Unified Development Code (UDC) of Forsyth County requires that the yellow public hearing signs be placed on the subject property at least twenty-one (21), but not more than forty-five (45) days prior to the public hearing. In order to insure that the correct information is included on the public hearing signs and that they are posted within the specified time frame, the Planning and Community Development Department will prepare the signs and contact the applicant to pick them up and post the signs on the subject property by replacing the already posted orange public participation signs with the yellow public hearing signs. Once the yellow public hearing signs are posted, it is the applicant's responsibility to maintain the signs until an application is withdrawn or a decision is rendered by the Board of Commissioners. The term "maintain" means that the signs shall remain standing, be readable, and be updated regarding any changes in the date of the public hearing. The applicant shall be responsible for removal of all public notice signs within three (3) days of the final motion or date of withdrawal. Failure to do so will result in a fine of one hundred dollars ($100) per day until the signs are removed.

P.P 7) The Forsyth County Tree Preservation and Replacement Ordinance requires that all zoning applications submitted to the Department of Planning and Community Development include the following sworn statement: "*I hereby swear, under oath, that the property shown on attached plats and site plan has not been clear cut within three years prior to the zoning application date and that the property will not be clear cut prior to a decision by the Board of Commissioners on the zoning. I hereby understand that any property that has been clear cut within three years prior to the date of this application, shall not be eligible for rezoning for a period of three years from the date said property was clear cut. Clear cut is defined as a timber harvest performed in one cutting operation with any remaining trees having no merchantable value or forestry management purpose.*"

P.P 8) In the event this zoning application is approved, please be aware that such approval shall not be deemed, and is not, a commitment or guarantee by Forsyth County as to the availability of sewer capacity and/or county water; nor shall this approval be construed as a commitment by Forsyth County to assist the developer with sewer easement acquisition. The developer shall be required to independently secure all necessary sewer easements. All sewer capacity agreements must be approved by the Forsyth County Board of Commissioners.

P.P 9) Please list the name(s) and dollar amount of any campaign contribution or gift (for gifts greater than $100) made to any Forsyth County elected official during the two years immediately preceding the filing of this application. If the applicant is a business, then such disclosure shall pertain to contributions made on behalf of the business as well as on behalf of the individual representing the business for purposes of this application submittal.

| | |
|---|---|
| Please indicate the name of the elected official, date of gift, and dollar amount of any gift or contribution: | N/A |

## J. APPLICANT CERTIFICATION (REZONING, CONDITIONAL USE PERMIT AND SKETCH PLAT) - CONTINUED

P.P 10) As the property owner or duly authorized agent of the property owner, I hereby certify that as of the date signed below [check one]:

☒ I have not requested and have no present intention of requesting any form of economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority; or

☐ I have requested or have a present intention to request economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority.

The undersigned has personally appeared before me, a Notary Public, and states upon oath and by initialing, that he/she has read, understands, and agrees to comply with each of the above ten (10) applicant certifications.

KENDRICK BROOKS NOTARY PUBLIC EXPIRES GEORGIA OCTOBER 6, 2026 COBB COUNTY

Printed Name of Applicant: Priyanka Patel Date: 5-23-2024

Signature of Applicant: ppatel Date: 5-23-2024

Signature of Notary: Kendrick Brooks Date: 5/23/24

## K. SIGN ORDINANCE ACKNOWLEDGEMENT

By signing below, applicant acknowledges and affirms that prior to submission of this application, applicant has read and reviewed the County regulations applying to such application, including the Forsyth County Sign Ordinance, and agrees to comply with the provisions of the Code.

Name: Priyanka Patel

Signature of Applicant: ppatel Date: 5-23-2024

## L. APPLICANT WITHDRAWAL (ONLY SIGN IF OFFICIALLY WITHDRAWING APPLICATION REQUEST)

Signature of Applicant: _____ Date: _____

The draft minutes of the October 22, 2024 Regular Meeting will be considered for adoption at the November 19, 2024 Regular Meeting.

Chairman Guy declared the Public Hearing open for ZA4175 – Priyanka Patel to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with Conditional Use Permits (CUPs) for a 5,000 sq. ft. convenience store with fuel dispensing units conducting around the clock business with 22 parking spaces and a 9,000 sq. ft. retail package liquor store/retail trade establishment with 36 parking spaces.

Variance:

1. Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2).

Speaking in favor:
Ethan Underwood

Speaking in opposition:
Kirk Wintersteen
Patricia Myler
Jamison Asay
Kathy Konar
Lee Maddox

Speaking in favor (in rebuttal):
Ethan Underwood

Chairman Guy declared the Public Hearing closed.

There was a motion by Adrian Flack and a second by Chairman Guy to recommend approval of ZA4175 – Priyanka Patel to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with the Conditional Use Permit (CUP) for a 5,000 sq. ft. convenience store with fuel dispensing units and without the Conditional Use Permits (CUPs) to conduct around the clock business and operate a retail package liquor store and with the following variance and conditions:

Variance:

1. Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2).

Conditions:

1. Any improvements to the water system required to meet fire flow or other requirements shall be done at developer’s expense.

2. There shall be a 10-foot minimum setback from all Utility Easements to any building,

unless otherwise approved by Forsyth County W&S.

3. There shall be no trees planted within the right of way or in utility easements.

4. Owner/Developer shall obtain a GDOT encroachment permit to tie to SR 53 (aka Dawsonville Highway).

5. The Coal Mountain Overlay shall apply.

6. All businesses on the property shall be closed between the hours of 11:00 p.m. and 5:00 a.m.

7. The fuel station shall have no more than ten (10) fuel pumps on no more than five (5) islands.

8. The site plan and architectural renderings shall be revised and submitted to the District Commissioner. The revised site plan and architectural renderings must have the District Commissioner's approval prior to submittal for a Land Disturbance Permit. The District Commissioner shall grant approval of the revised site plan prior to Land Disturbance Permit approval. Once approved by the District Commissioner, development shall be substantially in accordance with the approved site plan.

9. Stucco and faux stone shall be prohibited building materials.

10. Canopy structure columns shall be faced with full height brick that matches or compliments the finish of the primary building.

11. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.

12. Supplemental evergreen plantings shall be installed along the West and North property boundaries to create a visual screen of the property.

13. Motion-activated security lights, programmed to turn off no more than fifteen (15) minutes after last detecting motion, shall be installed along the rear and northwest side of the building, and maintained in good working order.

14. All exterior lights shall be turned off between the hours of 11:00 p.m. and 5:00 a.m. unless activated by motion on the subject property and programmed to turn off no more than fifteen (15) minutes after last detecting motion on the subject property.

15. A centralized high-definition night vision video surveillance system shall be installed and maintained in good working order. The system shall visually record the entire exterior of the property and all interior customer areas of the property, excluding restrooms. All recordings from all cameras shall be stored and accessible for a minimum of thirty (30) days.

16. Either a pump island curb or bollard is required for protection of fuel dispensing units.

17. All site walls, screen walls, pump island canopies, and other outdoor covered areas shall be architecturally integrated with the building using similar materials, colors, and detailing.

18. All display items for sale shall be located within the main building or within designated areas that are screened from rights-of-way.

19. Promotional displays shall not impede pedestrian ingress and egress or vehicular traffic sight lines.

20. Window signs shall not exceed twenty percent (20%) window area.

21. Roof vents and stacks shall be painted to match the roof material and hidden from view to the extent possible.

22. Business identity either by awnings, accent bands, paint, or other applied color schemes, signage, parapet details, and other design embellishments shall not be a dominant architectural feature.

23. Building accents shall be expressed through differing materials or architectural detailing rather than applied finishes such as paint.

24. The following conditions shall apply to the canopy:
    a. The sides (fascia) of the canopy shall extend below the canopy roof twelve (12) inches to minimize the direct view of the light from adjoining property;
    b. Lighting shall not be mounted on the top of the canopy and the sides shall not be illuminated either internally or externally. This requirement does not pertain to signage attached to the canopy that is internally illuminated;
    c. Canopy lighting shall be LED, recessed into the canopy, and downward facing to minimize impact to adjacent properties.

25. Fuel dispensing units visible from the public right-of-way shall feature earth tone and/or neutral colors in their overall design. Notwithstanding the foregoing requirement, small functional parts of the fuel dispensing units and reasonable safety features may utilize additional colors for enhanced visibility and safety purposes, subject to the discretion of the Director. In addition, any wall or fence shall use only earth tone and/or neutral colors. Earth tone colors refer to browns, umbers, sienna, or terracotta and brick tones. Neutral colors refer to blacks, whites, beiges, or grays.

26. The frontage of the property along Knight Road and GA Hwy 53 shall include, at a minimum, a four-board black wooden fence with stone or brick columns every 50 linear feet.

The motion passed unanimously.

Planning Commission Public Hearing October 22, 2024

ZA4175 – Priyanka Patel

The transcription of the Planning Commission hearing is included in the agenda request. Because this was automated speech to text via a software solution, there may be errors in the transcription and the content may not be perfectly clear. Any information in the verbatim transcripts that appears unclear may and should be supplemented by observing the online videos of the meeting, to include the public hearings. If you have any questions, please contact Erin Crinklaw in the Planning & Community Development Department for assistance.

33:01
Ethan Underwood, Miles Hansford.

33:03
On behalf of Priyanka Patel, we are requesting a convenience store with fuel dispensing units as well as a retail package liquor store.

33:12
We originally requested an around the clock business.

33:14
We met with several neighbors and that was a very important issue to them and our client.

33:21
So they would be happy to accommodate that.

33:23
So we would like to go on the record of as asking you that you not approve the the request for around the clock businesses.

33:33
With that, this property is located, it's on the north side of the intersections of Hwy.

33:38
3, O 6 and 53.

33:42
This is an area that is slated, it's early on in the process, but it is slated for commercial use.

33:48
This area all the way into Dawson County will be eventually developed for commercial use and we feel this is an appropriate accommodation and amenity for the folks in the area.

33:59
In all candor, we met with several neighbors and they've said, look, we didn't know there was going to be commercial in this area and a lot of folks have said they don't want commercial in the area and we understand that.

34:10
We respect it.

34:10
But at the same time we're asking that our client be able to use their property for what we feel is the most viable use in compliance with the comprehensive plan.

34:21
The proposed application is showing 5 fuel islands, that's 10 fuel pumps, also a convenience store and would like the ability to sell retail packaged liquor.

34:33
The discussions that we had with neighbors and we understand when if you think of a South Georgia liquor store, of course people kind of recoil, we do as well.

34:42
But most of these are very high end retailers.

34:45
Now the county has the ability to regulate them through conditional use permit process as well as the county's issuance of the alcohol license.

34:52
So we would submit to you that this will be a very attractive amenity, a safe amenity to have.

34:59
And frankly, once it's constructed, we, we think it will do a lot of business in the area.

35:05
Now the variance that we requested is solely to accommodate 3 very small portions of the property.

35:13
1, you can see in green there's a utility easement.

35:16
I still think it's odd that we have to come and ask for variances for easements that are put in by utilities, but here we are.

35:24
So we are having to ask for a variance for a pre-existing condition that's already got power lines running through that portion and we can't plant that to buffer standard.

35:33
The other area, there's a requirement for a loading zone.

35:36
Again in the Coal Mountain Overlay district, you're required to put these behind buildings.

35:42
That's not a functional location.

35:44
Candidly, most people would rather roll in at, you know, 5 or 6 in the morning, put a truck in the in the front of the building and unload from there.

35:53
But the Coal Mountain overlay says you can't.

35:54
So we have to accommodate a loading zone in the rear of the portion of the property.

36:00
So those are the very small areas.

36:02
Variances is necessary.

36:04
I do believe staff said that was the basis of their objection was solely based upon the variance and not upon the use.

36:11
Now, as far as what this will look like, what's being proposed, muted earth tone colors.

36:15
You can see white and neutrals on the pumps.

36:19
That's new provision and I don't know if it's made its way into the Coal Mountain Overlay District.

36:23
It's certainly in portions of the Commercial Code in the UDC, but our client said they're volunteer, that they're fine with that.

36:30
Also neutrals with the the stone and black matte facades.

36:37
Again, we feel this will be demure, not something that's just an overbearing eyesore in a country area, but actually accommodate the rural nature of the property that's developing as commercial.

36:48
So with that, we feel this is appropriate use.

36:52
We our client did submit hours of operations limitations as well he's comfortable with so that neighbors can enjoy their peace and quiet.

37:00
We discussed light spillage.

37:01
Our client is happy to comply with the Forsyth County light light spillage requirements so that folks who are moved, who moved out into the country can still enjoy their night skies.

37:13
But we feel this is an appropriate use.

37:14
We feel is really the only viable use for this property along a state highway agricultural, unless you're going to be raising cattle, a residential use is just not appropriate right there on the highway.

37:27
It needs to go some type of commercial.

37:29
We feel this will be a, a viable and useful commercial application for the community.

37:35
So with that, we would respectfully request that you recommend approval and we're happy to answer any questions.

37:39
We'll reserve what time we have remaining.

37:41
Thank you.

37:42
Thank you.

37:44
Is there anyone else to speak in favor?

37:47
Is there anyone to speak in opposition?

37:54
Mr.

37:54
Chairman, Commissioners, I am Kirk.

37:56
We understand I live in Forsyth County.

37:58
I speak only for myself.

37:59
My understanding of, of of why they're asking for variance is because they want to reduce the zoning buffer.

38:07
And the reason they want, the reason we asked for that zoning buffer is in case the place casts fire, we want to have that access for fire safety and that's it.

38:19
And they're asking to violate something I believe that is there for the safety of the building and to to be able to maintain the Fire Protection that the citizens in this county want.

38:31
Mr.

38:32
Chairman, Commissioners, is there anyone else to speak in opposition?

38:47
Hello.

38:47
My name is Patricia Meiler and I live probably within walking distance of where this facility will be.

38:54
If I were brave enough to walk on those roads because of some of the traffic.

38:59
I I understand that this will probably get passed just for the exact reason that I believe the attorney pointed out.

39:09
I wouldn't want to have my subdivision necessarily there, but I I also feel for the people whose subdivision is very close to this.

39:18
My first question has to do with that.

39:21
I noticed on the little tiny plan that I was able to look at, it says that they have something called write only access.

39:28
So in other words, you cannot turn left out of the gas stations.

39:32
What I'm understanding and if you don't do that, guess what, I guarantee you are going to have wrecks because I live where you have to turn on the old Keith Bridge and even making a right term there, I almost get rear-ended.

39:46
Doesn't matter if I drive like a little old lady.

39:48
You know, it's you, you can't do it.

39:51

And the people that turn left, I have seen res, you know, residents have accidents where I am and that's not even at the corner.

39:58
So I would just, you know, I don't know how much you all enforce this.

40:02
I mean, we can come up here and talk and you can say, oh, that's, you know, we recommend, but a recommendation is different than a promise.

40:09
And I'd like to know that, you know, you're definitely going to keep those right turn islands there and, you know, make sure that they're enforced if they're there, that they're not taken out.

40:20
Another point I just wanted to make is I heard it said that the old conventions, you know, they're not so.

40:27
So good anymore and I, I understand that, but I do think, you know, in some cases you just need to think about the people that are already in this area that did buy, you know, I bought here because there were more chicken houses than people at the time.

40:40
That's what I wanted.

40:42
And now it's a little hard.

40:44
There's a subdivision around the corner from us, and I call it Chicken House Acres because they built right up again.

40:49
It's that chicken house, the chicken city, really.

40:53
So, you know, it's already happening.

40:54
And the best thing that could be is that everybody, you know, thinks about this and, you know, just just think about it.

41:01
I'm really concerned about the left turns onto those trucks.

41:04
People drive like bats out of Hades and so it's just, you know, just at least think about that.

41:11
The other thing I'd like to ask is this, and I'm not going to ask backwards.

41:15
I know I need to say forward, but the people who are going to buy this facility, are they local?

41:21
I mean, would they be here so that if we needed, you know, to ask questions or, or who's going to go after them?

41:28
You know, if there's something going wrong, do you all really enforce things like if we start seeing warf rats at, at the dumpsters or whatever, and I'm exaggerating, but you know, if we have a problem, who do we come to you guys?

41:42
So I realize I'm not supposed to even ask questions, but just consider that a rhetorical question.

41:48
Hopefully they're the the owners will hear what we're saying that we just want something nice.

41:53
I know you're not going to put a Starbucks in there or little donut shop, which is what I would dearly love.

41:59
But if this thing has to come in, I just want them to really.

42:04
I mean, I've seen the what it's going to look like and it looks like every other little strip mall in Gainesville and you know, in ******* but that's fine too.

42:12
You're not going to have much of a scenic with the planting area that they have proposed.

42:18
It doesn't matter because you've taken out all the trees on that lot anyway.

42:22
I mean, everything is gone except a little bit of kudzu and some little scrub Pines.

42:26
So the heck with the conventions.

42:28
That was already said and done, You know, when somebody let those trees get cut without really knowing what was going to go in here.

42:34
So that being said, I'm, I'm just, I'm not, I'm not for this thing really.

42:40
I, I would prefer to see it stay the way it is because doing all, I understand change has to be made, but I would like to see change made with the, you know, with, well, that's at least having a way to get back with somebody if something goes wrong, you know.

42:54
So thank you for your time and you have a good night.

42:58
Thank you.

43:00
Is there anyone else to speak in opposition?

43:26
Appreciate the time to come up here and just voice my opposition to this plan.

43:31
Your name, Sir?

43:32
My name is Jameson ACI live at 85 O 5 Delia Way, which is one of the neighborhoods behind this place off of Knight Rd.

43:43
and I go up and down 53 every day.

43:47
We've got Granny's, which is 3, maybe 2 to 3/10 of a mile away.

43:52
We've got Warhill, which is 6 miles away.

43:55
We've got 7, got 1-2.

43:59
We've got three gas stations at Sardis and we've got one off of Jordan Down Rd.

44:04
We've got a liquor store at Warhill.

44:07
We've got a liquor store off of 17.

44:09
We've got one off of 400.

44:12
It's coming, I know, but let's save some green space and let's just get some infrastructure before we keep throwing up these buildings.

44:26
That's all I wanted to say.

44:28
I appreciate the time and I don't think we need another gas station.

44:33
Thank you.

44:34
Is there anyone else to speak in opposition?

44:52
Hi my name is Kathy Konar.

44:54
I live on Crystal Cove trail which is connecting to Night Rd.

44:58
I've been there 32 years.

45:02
I'm just just wanted to speak my piece and say I'm opposed to the whole thing.

45:06
I know originally I think that was property was slated for storage units, which would have been fine, less traffic, less noise.

45:14
But this, that intersection is already a mess.

45:20
The there's no, there's no stopping people coming from Keith Bridge on to 53.

45:31
There's no turning arrows.

45:33
So there's already accidents and a lot of traffic in that area.

45:37
And like the previous gentleman said, there's a gas station right there already.

45:42
There's gas stations within a couple miles, There's liquor store within a couple miles.

45:47
I just don't see the sense in adding another one and Bruning more green space.

45:52
That area is mostly agricultural and I'd like to see it stay that way.

45:57
Thank you for your time.

45:58
Thank you.

46:00
Is there anyone else to speak in opposition?

46:15
My name is Lee Maddox.

46:18
I, I agree with all these folks.

46:22
We moved to this area 15 years ago, left East Cobb because we were sick of traffic, sick of living on top of everybody.

46:33
I would tell you in the 15 years I've been here, just with what's been built up in downtown Gainesville, coming in Dawsonville, I already can't see as many stars in my driveway as I could when I moved there.

46:45
And I know change is coming.

46:47
But I agree with these folks.

46:48
There's already too many gas stations.

46:50
There's actually another one at Jot Em Down and and Keith Bridge.

46:54
They also beer and wine.

46:56
Best liquor store we have in the north of the county is over there off exit 14 Max.

47:00
No one's going to buy liquor from these folks.

47:02
We don't need it.

47:04
I've never seen a car on the side of the road running out of gas in that area.

47:08
I'm glad they withdrew the 24 hour because downtown Gainesville shuts down at 93010 O'clock Dawsonville shuts down.

47:18
I just don't see any need for it.

47:21
We just need to kind of slow the slow the commercial construction.

47:26
I don't see how it can go from agriculture to commercial just like that.

47:31
It's in the middle of nowhere.

47:34
That's all I have to say.

47:34
Thank you.

47:35
Thank you.

47:37
Is there anyone else to speak in opposition?

47:39
All right, seeing none, Ethan, you might have a few minutes left.

47:50
We appreciate the comments.

47:51
The I guess the first comment about the buffer, respectfully, I don't believe this is for fire safety.

47:58
The buffer is a would be had to be planted with trees.

48:00
So it's certainly not something a consideration that we're looking at or what was intended in the code.

48:07
That buffer is designed for separation between the uses.

48:12
Our client would love to be able to provide that buffer.

48:16
Unfortunately, the cold Mountain overlay says thou shalt put a loading area behind the building.

48:22
If we can find some alternative to that, we're happy to.

48:26
As far as the other concerns with right in right out, if we could put the site plan back up please.

48:32
I will tell you this is at a signalized intersection.

48:34
So you're really not going to get much of A better traffic improvement at the intersection of two state highways.

48:42
First off, there is full service access at Night Road and 53 so people can make they're right turn in, make a left into the complex.

48:52
Then they can make a right turn out and then go to the traffic signal at Knight Rd.

48:56
and go either left or right.

48:58
They can go to 53 toward Dawsonville, or they can go 53 toward Gainesville or they can go straight toward coming on three O 6.

49:06
As far as the access on to Hwy.

49:09
3 O six, that will remain a a right in right out access point for no other reason.

49:15
It's too close to the intersection.

49:16
G dot will not approve a permit for a full service access that close to a signalized intersection.

49:22
So we can assure the speaker, I believe it's Miss Miller that that will not be going away simply because G dot will not permit that.

49:31
And I'm sure that the first South County engineering department can confirm that as well.

49:36
As far as making complaints, certainly the for South county code enforcement, but our client would much rather maintain a point of contact with code enforcement if there ever is an issue.

49:45
It's always better to be able to go to the property owner so that they can address things more quickly than having to get the county involved.

49:50
But there are two options.

49:52
One, our client would be willing to submit and maintain a contact with the county.

49:56
They do that through the business license process anyway.

49:59
But if there's additional measures that the Planning Commission sees fit, we're happy to do so.

50:03
We would also say the the fail safe is for South County any code enforcement regarding the proximity to other uses respectfully, competition is not a factor in Georgia land use law to say well it's just too close.

50:21
We let markets decide that.

50:23
What we would propose to you, though, is that if the closest good purveyor of package spirits is at exit 14, this place is going to crush it.

50:33

They're going to do really, really well because there's not much competition and there's people who I promise will be utilizing the service.

50:44
Last but not least, we understand the concern.

50:46
We hear, we hear it all the time.

50:48
We're bringing change.

50:49
But what we would submit to you, and I think I heard one of the speakers even say it, this ain't going to be residential and it ain't going to be any type of agricultural use.

50:59
It needs to be a commercial use.

51:00
We feel this is low impact that serves the community and we would respectfully request that you approve it.

51:06
I'll be happy to answer the questions that you have.

# Forsyth County Department of Planning & Community Development

October 30, 2024

Priyanka Patel
124 Sierra Circle
Woodstock, GA 30188

RE: ZA4175
Tax map/parcel 302 – 006

To Whom It May Concern:

As a result of the meeting held on October 22, 2024, the Forsyth County Planning Commission voted unanimously to recommend approval of **ZA4175 – Priyanka Patel** to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with the Conditional Use Permit (CUP) for a 5,000 sq. ft. convenience store with fuel dispensing units and without the Conditional Use Permits (CUPs) to conduct around the clock business and operate a retail package liquor store and with the following variance and conditions:

Variance:

1. Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2).

Conditions:

1. Any improvements to the water system required to meet fire flow or other requirements shall be done at developer's expense.

2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County W&S.

3. There shall be no trees planted within the right of way or in utility easements.

4. Owner/Developer shall obtain a GDOT encroachment permit to tie to SR 53 (aka Dawsonville Highway).

5. The Coal Mountain Overlay shall apply.

6. All businesses on the property shall be closed between the hours of 11:00 p.m. and 5:00 a.m.

7. The fuel station shall have no more than ten (10) fuel pumps on no more than five (5) islands.

8. The site plan and architectural renderings shall be revised and submitted to the District Commissioner. The revised site plan and architectural renderings must have the District Commissioner's approval prior to submittal for a Land Disturbance Permit. The District Commissioner shall grant approval of the revised site plan prior to Land Disturbance Permit approval. Once approved by the District Commissioner, development shall be substantially in accordance with the approved site plan.

9. Stucco and faux stone shall be prohibited building materials.

10. Canopy structure columns shall be faced with full height brick that matches or compliments the finish of the primary building.

11. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.

12. Supplemental evergreen plantings shall be installed along the West and North property boundaries to create a visual screen of the property.

13. Motion-activated security lights, programmed to turn off no more than fifteen (15) minutes after last detecting motion, shall be installed along the rear and northwest side of the building, and maintained in good working order.

14. All exterior lights shall be turned off between the hours of 11:00 p.m. and 5:00 a.m. unless activated by motion on the subject property and programmed to turn off no more than fifteen (15) minutes after last detecting motion on the subject property.

15. A centralized high-definition night vision video surveillance system shall be installed and maintained in good working order. The system shall visually record the entire exterior of the property and all interior customer areas of the property, excluding restrooms. All recordings from all cameras shall be stored and accessible for a minimum of thirty (30) days.

16. Either a pump island curb or bollard is required for protection of fuel dispensing units.

17. All site walls, screen walls, pump island canopies, and other outdoor covered areas shall be architecturally integrated with the building using similar materials, colors, and detailing.

18. All display items for sale shall be located within the main building or within designated areas that are screened from rights-of-way.

19. Promotional displays shall not impede pedestrian ingress and egress or vehicular traffic sight lines.

20. Window signs shall not exceed twenty percent (20%) window area.

21. Roof vents and stacks shall be painted to match the roof material and hidden from view to the extent possible.

22. Business identity either by awnings, accent bands, paint, or other applied color schemes, signage, parapet details, and other design embellishments shall not be a dominant architectural feature.

23. Building accents shall be expressed through differing materials or architectural detailing rather than applied finishes such as paint.

24. The following conditions shall apply to the canopy:

    a. The sides (fascia) of the canopy shall extend below the canopy roof twelve (12) inches to minimize the direct view of the light from adjoining property;
    b. Lighting shall not be mounted on the top of the canopy and the sides shall not be illuminated either internally or externally. This requirement does not pertain to signage attached to the canopy that is internally illuminated;
    c. Canopy lighting shall be LED, recessed into the canopy, and downward facing to minimize impact to adjacent properties.

25. Fuel dispensing units visible from the public right-of-way shall feature earth tone and/or neutral colors in their overall design. Notwithstanding the foregoing requirement, small functional parts of the fuel dispensing units and reasonable safety features may utilize additional colors for enhanced visibility and safety purposes, subject to the discretion of the Director. In addition, any wall or fence shall use only earth tone and/or neutral colors. Earth tone colors refer to browns, umbers, sienna, or terracotta and brick tones. Neutral colors refer to blacks, whites, beiges, or grays.

26. The frontage of the property along Knight Road and GA Hwy 53 shall include, at a minimum, a four-board black wooden fence with stone or brick columns every 50 linear feet.

Sincerely,

Secretary, Forsyth County Planning Commission

**Forsyth County Department of Planning and Community Development**
**110 E. Main Street, Suite 100**
**Cumming, Georgia 30040**
**http://www.forsythco.com**
**(770) 781-2115**

# ZA4175 STAFF REPORT

## PROJECT SUMMARY:

Applicant is requesting to rezone from Agricultural District (A1) to Commercial Business District (CBD) on 2.71 acres with Conditional Use Permits (CUPs) for a 5,000 sq. ft. convenience store with fuel dispensing units conducting around the clock business with 22 parking spaces and a 9,000 sq. ft. retail package liquor store/retail trade establishment with 36 parking spaces.

## CONCURRENT REQUESTS (E.G. VARIANCES):

to: 1. Reduce the zoning buffer along the western and northern property boundaries adjacent to the loading area and the existing utility easement from 40 ft. to 0 ft. (UDC Table 12.2).

## CONTACT INFORMATION:

**Applicant:**
Priyanka Patel

**Owner(s):**
GPB Properties, LLC

**Attorney:**
Miles Hansford, LLC
J. Ethan Underwood

## IMPORTANT DATES:

| APPLICATION FOR ZONING REVIEW | | PROPOSAL FOR BOARD CONSIDERATION | |
|---|---|---|---|
| **Date Submitted:** | 6/6/2024 | **Date Submitted:** | 7/19/2024 |
| **Zoning Review Meeting Date:** | 7/3/2024 | **Planning Commission Public Hearing:** | 8/27/2024 |
| | | **BOC Final Decision (estimated):** | 9/19/2024 |

## PROPERTY INFORMATION:

**LOCATION:**
This property is located at 7835 Knight Road, Gainesville, GA 30506.

**BOC District:** 4

**DRI:** No

**Tax Map and Parcel #(s):**
302-006

**CHARACTER AREA:**
Chestatee/Jot Em Down

**NODE:**
Chestatee Neighborhood Node

**The information in this report is intended to furnish users with relevant facts and details associated with the applicant request. Please note that the comments below are provided directly by the department or agency providing the review.**

## STAFF COMMENTS:

**PLANNING COMMENTS:**
The property is located within the Coal Mountain Overlay District and must comply with overlay district regulations.

The property is located along a designated commercial corridor and should align with specified corridor policies based on character area location as indicated by the Forsyth County Comprehensive Plan. These corridors are intended to diversify the county's tax base, establish a sense of place, and provide job opportunities.

A Land Disturbance Permit (LDP) is required for this property. This site plan is subject to all applicable code requirements and zoning conditions in effect at the time of application for an LDP.

The Comprehensive Transportation Plan indicates a proposed sidewalk and multi-use path along Dawsonville Highway.

**ARBORIST COMMENTS**:
Development shall comply with the tree ordinance and applicable development standards at time of application for a Land Disturbance Permit (LDP).

**BUSINESS LICENSE COMMENTS:**
Future businesses will need to apply for a business license. Please email business license questions to businesslicense@forsythco.com
Applicants whose business involves the sale of alcohol by the package or consumption must meet minimum State, O.C.G.A. § 3-3-21, and County distance requirements. Please refer to Forsyth County Alcohol Ordinance #68 for additional alcohol licensing requirements. An alcohol license application shall also be required for the sale of alcohol. CUP approval does not guarantee the issuance of an alcohol license. Please email alcohol@forsythco.com with any licensing questions and to obtain the alcohol application submittal deadline.

**ENGINEERING COMMENTS:**
Review Date: 06/21/24

Road Name: SR 53 (aka Dawsonville Highway) Classification: Major Arterial
Existing R/W: 130' Proposed R/W: 130'

Road Name: Knight Road Classification: Local
Existing R/W: Varies Proposed R/W: Varies

Traffic Considerations:
Anticipated Traffic Generation Rates from S/D: N/A
No traffic study will be required unless recommended improvements are not incorporated into construction plans.

Recommended Improvements: Per GDOT and or/Forsyth County Ordinance # 101.

Stormwater Considerations: All developments must comply with Ordinance 75, Stormwater Management and Ordinance 55, Flood Damage Prevention.

**FIRE MARSHAL COMMENTS:**
Concept Plan Review comment:
Fire apparatus access roads shall extend to within 150 feet of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility.

**STATE WATERS COMMENTS:**
None

**WATER & SEWER COUNTY COMMENTS:**
Public sewer connection is not available.

**WATER & SEWER CITY COMMENTS:**
None.

**NRCS COMMENTS:**

Please ensure all erosion control best management practices are utilized and maintained properly throughout the life of the project. Please also ensure that there will not be any limitations on rezoning after clearcutting which could be required if the area was cut within the last three years and state waters buffer areas were altered.

**CITY OF CUMMING COMMENTS:**
None.

**BOARD OF EDUCATION COMMENTS:**
None.

**BUILDING INSPECTIONS COMMENTS:**
Building plans are required per the procedure outlined on our website; this project will require a Commercial Plan Review.

**HEALTH DEPARTMENT COMMENTS:**
If this property will be served by septic, the applicant will need to contact the Environmental Health office at 770-781-6909 for an on-site sewage management system permit prior to development.

## STAFF RECOMMENDATION:

**Based upon the above analysis, the Department of Planning & Community Development is:**

Non-supportive based on variance 1 adjacent to the loading area.

## RECOMMENDED STAFF CONDITIONS:

**After reviewing all relevant information, including, but not limited to the information contained in this technical review and the information presented in the public hearing process, should the Board of Commissioners approve this rezoning request, County staff recommend the following conditions:**

**PLANNING CONDITIONS:**
None.

**WATER & SEWER CONDITIONS:**
1. Any improvements to the water system required to meet fire flow or other requirements shall be done at developer's expense.
2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County W&S.
3. There shall be no trees planted within the right of way or in utility easements.

**ENGINEERING CONDITIONS:**
1. Owner/Developer shall obtain a GDOT encroachment permit to tie to SR 53 (aka Dawsonville Highway).

RECEIVED
JUL 19 2024
Forsyth County Department of
Planning & Community Development
ZA4175

**LEGEND**

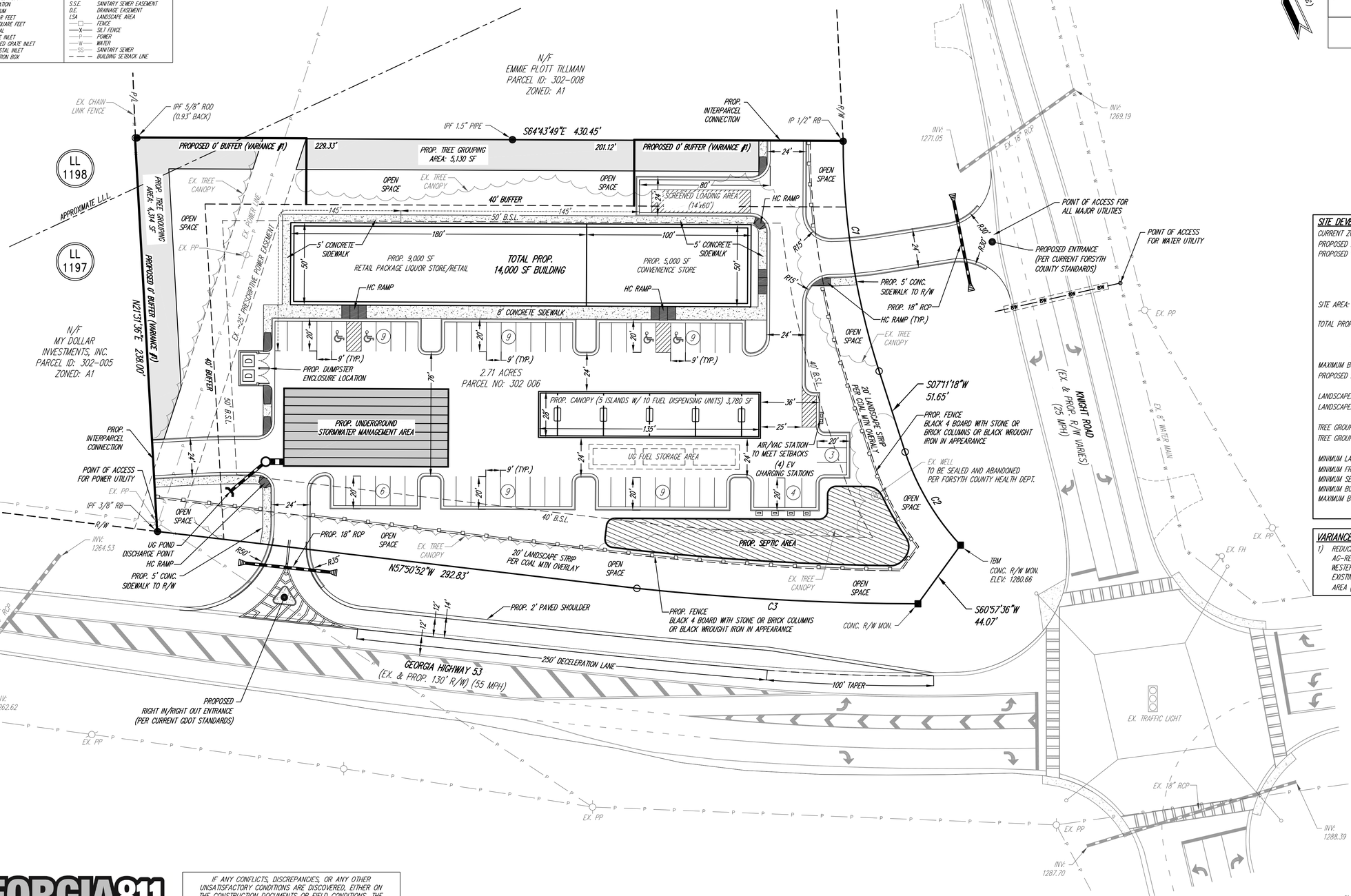
| | | | |
|---|---|---|---|
| -O- | UTILITY POLE | OCS | OUTLET CONTROL STRUCTURE |
| IPF | IRON PIN FOUND | UG | UNDERGROUND |
| N/F | NOW OR FORMERLY | RCP | REINFORCED CONCRETE PIPE |
| RB | REBAR | CMP | CORRUGATED METAL PIPE |
| L.L. | LAND LOT | ALTY-A | ALUMINIZED TYPE 2 PIPE |
| L.L.L. | LAND LOT LINE | HDPE | HIGH DENSITY POLYETHYLENE |
| N.T.S. | NOT TO SCALE | SSMH | SANITARY SEWER MANHOLE |
| B.S.L. | BUILDING SETBACK LINE | SS C/O | SANITARY SEWER CLEANOUT |
| TBM | TEMPORARY BENCH MARK | FH | FIRE HYDRANT |
| PB. | PLAT BOOK | WM | WATER METER |
| PG. | PAGE | WV | WATER VALVE |
| R/W | RIGHT OF WAY | GV | GATE VALVE |
| C&G | CURB AND GUTTER | DDC | DOUBLE DETECTOR CHECK |
| BC | BACK OF CURB | BFP | BACK FLOW PERVENTER |
| FC | FACE OF CURB | DIP | DUCTILE IRON PIPE |
| CONC. | CONCRETE | PVC | POLYVINYL CHLORIDE |
| EX. | EXISTING | INV | INVERT |
| PROP. | PROPOSED | TW | TOP OF WALL |
| FFE | FINISHED FLOOR | BW | BOTTOM OF WALL |
| ELEV. | ELEVATION | S.S.E. | SANITARY SEWER EASEMENT |
| MIN. | MINIMUM | D.E. | DRAINAGE EASEMENT |
| LF. | LINEAR FEET | LSA | LANDSCAPE AREA |
| SF | SF SQUARE FEET | | FENCE |
| TYP. | TYPICAL | -X- | SILT FENCE |
| GI | GRATE INLET | -P- | POWER |
| HGI | HOODED GRATE INLET | -W- | WATER |
| PI | PEDESTAL INLET | -SS- | SANITARY SEWER |
| JB | JUNCTION BOX | | BUILDING SETBACK LINE |

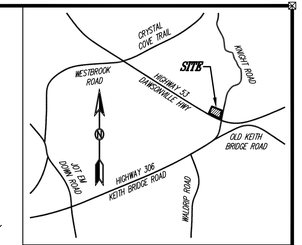
**PROPOSED PARKING CALCULATIONS:**
TOTAL PROPOSED BUILDING AREA: 14,000 SF
9,000 RETAIL PACKAGE LIQUOR STORE/RETAIL
5,000 CONVENIENCE STORE WITH 2 EMPLOYEES
RETAIL: 1 SPACE/250 SF
9,000 SF / 250 = 36 SPACES
CONVENIENCE STORE: 1 SPACE/250 SF + 1 PER EMPLOYEE
5,000 SF / 250 + 2 EMPLOYEES = 22 SPACES
REQUIRED PARKING: 58 SPACES
PROVIDED PARKING: 58 SPACES
STANDARD: 54 SPACES
HANDICAP: 4 SPACE

**SITE ADDRESS:**
7835 KNIGHT ROAD
GAINESVILLE, GA 30506

**FLOOD HAZARD NOTE:**
THIS SITE DOES NOT LIE WITHIN A 100 YEAR FLOOD ELEVATION AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAP OF FORSYTH COUNTY, GA. COMMUNITY PANEL NO. 1311/C0110DF, DATED 3/4/2013.

**REFERENCE:**
BOUNDARY INFORMATION TAKEN FROM SURVEY FOR TIMOTHY PADRON, PREPARED BY DAVIS ENGINEERING & SURVEYING, LLC, DATE 12/30/20 (PB 197, PG 201).
TOPOGRAPHIC INFORMATION FROM FORSYTH COUNTY GIS DATA, AND SUPPLEMENTED WITH FIELD RUN DATA, COLLECTED BY DAVIS ENGINEERING AND SURVEYING LLC.
CONTOUR INTERVAL = 2'




LOCATION MAP
N.T.S.

OWNER
GPB PROPERTIES LLC
124 CHAPPELL ROAD
DAWSONVILLE, GA 30054

DEVELOPER
24-HOUR CONTACT
PRIYANKA PATEL
124 SIERRA CIRCLE
WOODSTOCK, GA 30188
(478) 390-8088
3908088@gmail.com

**SITE DEVELOPMENT DATA**

| | |
|---|---|
| CURRENT ZONING: | A1 (TAX PARCEL: 302 006) |
| PROPOSED ZONING: | CBD (WITH CUP) |
| PROPOSED USE: | CONVENIENCE STORE WITH FUEL DISPENSING UNITS (CONDUCTING AROUND THE CLOCK BUSINESS) AND RETAIL PACKAGE LIQUOR STORE/RETAIL |
| SITE AREA: | 2.71 ACRES |
| TOTAL PROPOSED BUILDING SQUARE FOOTAGE: | 14,000 SF |
| CONVENIENCE STORE: | 5,000 SF |
| RETAIL PACKAGE LIQUOR STORE/RETAIL: | 9,000 SF |
| MAXIMUM BUILDING COVERAGE: | 70% (1.90 ACRES) |
| PROPOSED BUILDING COVERAGE: | 11.86% (0.32 ACRES) |
| LANDSCAPED OPEN SPACE REQUIRED: | 15% (0.41 ACRES) |
| LANDSCAPED OPEN SPACE PROVIDED: | 15% (0.41 ACRES) |
| TREE GROUPING AREA REQUIRED: | 8% (9,444 SF) |
| TREE GROUPING AREA PROVIDED: | 8% (9,444 SF) |
| MINIMUM LANDSCAPE STRIP ABUTTING R/W: | 20 FEET |
| MINIMUM FRONT SETBACK FROM R/W: | 40 FEET |
| MINIMUM SETBACK ABUTTING A1: | 50 FEET |
| MINIMUM BUFFER ABUTTING A1: | 40 FEET |
| MAXIMUM BUILDING HEIGHT: | 40 FEET (IN CHESTATEE NEIGHBORHOOD NODE) |

**VARIANCE:**
1) REDUCE THE BUFFER ABUTTING RESIDENTIAL, OP, A1, or AG-RES DISTRICT FROM 40 FT. TO 0 FT. ALONG THE WESTERN AND NORTHERN BOUNDARIES TO ALLOW FOR EXISTING UTILITY EASEMENT AND PROPOSED LOADING AREA (UDC TABLE 12.2).

| CURVE | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|
| C1 | 456.19' | 142.10' | 141.53' | S16°06'43" W |
| C2 | 156.44' | 66.47' | 65.97' | S05°42'49" E |
| C3 | 1694.77' | 171.29' | 171.22' | N61°51'05" W |

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

GEORGIA811 www.Georgia811.com

APPLICATION #: ZA4175

GRAPHIC SCALE
30 0 15 30 60
( IN FEET )
1 inch = 30 ft.

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DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

| REVISION | DATE | DESCRIPTION |
|---|---|---|
| 1 | 7/17/24 | REVISED PER INFORMAL STAFF REVIEW |

# ZONING EXHIBIT (WITH CUP)

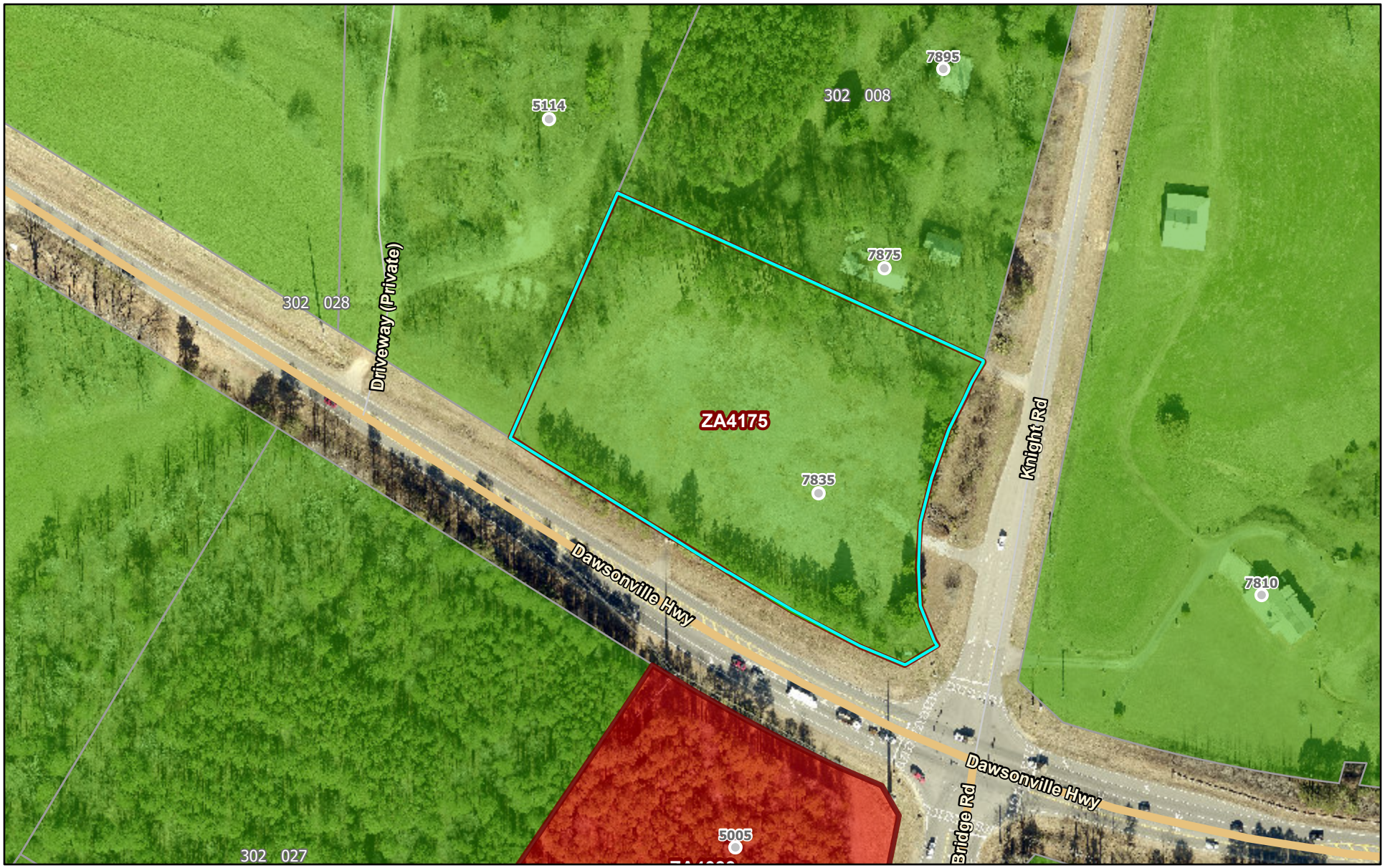
KNIGHT ROAD CONVENIENCE STORE/RETAIL
PARCEL: 302-006
LAND LOTS 1197 & 1198
3RD DISTRICT, 1ST SECTION
FORSYTH COUNTY, GA

| | |
|---|---|
| DRAWN BY: | TJB |
| CHECKED BY: | JKD |
| LAND LOT: | 1197, 1198 |
| DISTRICT: | 3RD |
| SECTION: | 1ST |
| CITY: | - |
| COUNTY: | FORSYTH |
| DATE: | 6/3/24 |

SHEET NO.
1 OF 1

PROJECT NO.
2020-420.1

# ZA4175 - Priyanka Patel




6/13/2024, 9:38:47 AM

Site Address
Road Centerlines
Major Rd
Other
Other
Conditional Use Permits
Approved
Zoning Application
Forsyth County Boundary
Subdivision and Plat of Survey
Plat of Survey

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Forsyth County Planning and Community Development
Forsyth County GIS Department, Esri Community Maps Contributors, Forsyth

ArcGIS Web AppBuilder

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS | Forsyth County Planning and Community Development

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **New Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board appointment / reappointment of the District 2 Representative to serve on the Parks and Recreation Board for a term to begin effective immediately and expire on December 31, 2026 - County Manager

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **New Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board appointment / reappointment of the District 5 Representative to serve on the Parks and Recreation Board for a term to begin effective immediately and expire on December 31, 2026 - County Manager

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

Heidi Cofield, Administration Created -

Cindy Henderson, Administration

# Forsyth County
## Board of Commissioners

AGENDA REQUEST

| | | | |
|---|---|---|---|
| **Department/Office:** | Administration | **Submitted by:** | Heidi Cofield, Assistant to County Manager |
| **Date Submitted:** | 01/16/2025 | **Presenter:** | |
| **Meeting Date:** | 1/23/2025 | **Department Head:** | |

**Order of Business:** **New Business**

**Is this item time sensitive?** **No** **If time sensitive, what is the deadline date?**

**Agenda Header:** (Will be stated on Agenda as specified in space below)

Board consideration and approval of a Resolution authorizing the exercise of redevelopment powers – County Manager and Legal Council

**Recommended Action:**

**Budgetary Information:**

**Finance Department Review/Comments:**

Reviewed by:

Comments:

**Procurement Department Review/Comments:**

Reviewed by:

Comments:

**Legal Review/Comments:**

**Completed by submitter:**

Has this agenda item been reviewed by the County Attorney's Office?

**Yes/No** Reviewed by:

Comments:

Comment from Legal:

**Workflow Selected:** **Clerks Only**

**Approval List:**

| | |
|---|---|
| Heidi Cofield, Administration | Created/Initiated - 1/16/2025 |
| Cindy Henderson, Administration | Final Approval - 1/16/2025 |

**RESOLUTION DESIGNATING THE COUNTY AS THE REDEVELOPMENT AGENCY; AUTHORIZING THE PREPARATION OF A REDEVELOPMENT PLAN; AND FOR OTHER RELATED PURPOSES**

**WHEREAS**, pursuant to an act of the General Assembly of the State of Georgia (Ga. L. 2024, p. 4329, *et seq.*, as amended) (the "Act") and a referendum held on November 5, 2024, Forsyth County, Georgia (the "County") has the right to exercise all redevelopment and other powers under the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended) in the 100.3 acres described in the Act (both the "Redevelopment Area" and the "TAD"); and

**WHEREAS,** the Forsyth County Board of Commissioners (the "Board of Commissioners") desires to designate the County as the redevelopment agency pursuant the Redevelopment Powers Law; and

**WHEREAS,** the Board of Commissioners also desires to authorize The Gathering at South Forsyth, LLC (the "Developer") to cause a redevelopment plan to be prepared for the TAD (the "Redevelopment Plan").

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

1. The County hereby designates itself as the redevelopment agency.

2. The County hereby authorizes the Developer to cause the preparation of the Redevelopment Plan. The costs of the Redevelopment Plan shall be paid by the Developer.

3. All acts and doings of the commissioners, officers, employees and agents of the County in conformity with the purposes and intent of this Resolution are in all respects hereby approved and confirmed.

4. This Resolution shall be effective immediately upon its adoption.

5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of any such conflict.

**ADOPTED AND APPROVED** this 23rd day of January, 2025.

**FORSYTH COUNTY BOARD OF COMMISSIONERS**

(SEAL)

By:_____
Chairman

Attest:_____
Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the Forsyth County Board of Commissioners (the "Board of Commissioners"), the body charged with managing the affairs of Forsyth County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners on January 23, 2025, at a meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the County, this 23rd day of January, 2025.

_____

Clerk

(SEAL)