

**BOARD OF COUNTY COMMISSIONERS
 JASPER COUNTY, GEORGIA
 CALLED MEETING AGENDA
 LARGE COURTROOM, 2ND FLOOR
 MONTICELLO, GEORGIA
 JULY 6, 2020
 6:00 p.m.**

***** The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.
 ***See Revised Continued Precautions in Response to the Covid-19 at bottom of Page 2.
 *** Citizen Access will be available. *****

I. Call to Order (6:00 p.m.)				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – CARL PENNAMON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY, CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 3 – DON JERNIGAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 4 – GERALD STUNKEL – VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - DOUG LUKE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Pledge of Allegiance –

III. Invocation – District 1

IV. Approval of Agenda

V. Consent Agenda –

1. Approval of Minutes:
 - May 18, 2020 Called Meeting Minutes
 - June 1, 2020 Regular Meeting Minutes
 - June 8, 2020 Called Meeting Minutes
 - June 15, 2020 Called Meeting Minutes
2. Check Register – Check #'s **58659 – 58928**
3. Contracts:
 - **NEGRC Area on Aging FY 2021 Contract – Senior Center**
 - **DHS Coordinated Transportation FY 2021 Contract – Senior Center**
 - **Georgia Indigent Defense Services Agreement**

VI. Public Hearing

Public Hearings are conducted to allow public comments on specific advertised issues such as rezoning, ordinances, policy development and other legislative actions to be considered by the County Commissioners. Following the public hearing, the Board of Commissioners will take action on each item presented below.

Text amendment to the Conservation Subdivision Ordinance. 1st Reading

VII. County Commissioner Items

VIII. Presentations/Delegations –

Presentation/Delegations allows scheduled speakers to address the Commission for not more than ten (10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.

FY 2019 Audit Presentation

IX. Regular Agenda

Business Items:

- 1. Planning and Zoning Appeals Board Appointment
- 2. Planning and Zoning Board Appointment
- 3. Senior Center Food Contract - Trio Food
- 4. Adopt Solid Waste Curbside Fee for 2020 Tax Billing
- 5. Adopt Fire Protection Special District Fee for 2020 Tax Billing
- 6. Adopt BOC M&O Millage Rate and Hospital Millage for 2020 Tax Billing
- 7. Adopt FY 2021 General Fund, Enterprise Funds and Special Revenue Funds Budgets
- 8. Code Enforcement – City of Monticello - Discussion

X. County Attorney Items

XI. County Manager Update

XII. Citizen Comments

Comments from citizens via the Jasper County Facebook Page.

XIII. Executive Session

Consultation with County attorney to discuss pending or potential litigation as provided by O.C.G.A. §50-14-2(1); Discussion of the future acquisition of real estate as provided by O.C.G.A. §50-14-3(4); and discussion on employment, compensation, or periodic evaluation of county employees as provided in O.C.G.A. § 50-14-3(6)

To Be Held - Personnel

XIV. Adjournment

******Details for Meeting Attendance******

- All persons will be temperature checked at the door.
- Temperature readings of 100.4 or higher will not be allowed to enter the building.
 - Masks will be provided and recommended to be worn, but not required.
 - 3 persons per bench; every other bench unoccupied.
- Limit of 25 persons on main floor. 12 Additional chairs in balcony

Consent Agenda – Item 1

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 6, 2020

Subject: Approval of Minutes

Summary:

Minutes have been completed for the Jasper County Board of Commissioners:

- May 18, 2020 Called Meeting Minutes
- June 1, 2020 Regular Meeting Minutes
- June 8, 2020 Called Meeting Minutes
- June 15, 2020 Called Meeting Minutes

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- May 18, 2020 Called Meeting Minutes
- June 1, 2020 Regular Meeting Minutes
- June 8, 2020 Called Meeting Minutes
- June 15, 2020 Called Meeting Minutes

Jasper County Board of Commissioners
May 18, 2020
Called Meeting Minutes
6:00 P.M.

Comm. Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry, Chairman, Gerald Stunkel, Vice-Chairman, Carl Pennamon, Don Jernigan, and Doug Luke.

Staff Present: Mike Benton, County Manager; David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: District 2- Chairman Bruce Henry

Agenda Approval: Commissioner Jernigan motioned to add Clean-up Jasper to the agenda. Commissioner Luke seconded the motion, passed unanimously.

Commissioner Luke motioned to approve the agenda with the change. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner's Items:

Commissioner Luke- Commissioner Luke asked the County Manager about an update on an incident that happened the previous week.

Commissioner Jernigan- Commissioner Jernigan asked about the phone system. He also ask for an update on littering problems.

Commissioner Henry- Chairman Henry reminded everyone that early voting begin today. He announced that we have people in the audience for the first time in a while.

Regular Agenda:

Item 1: FY 2021 Employee Health Insurance Program:

Mr. Kelly Fox stood before the board to present quotes for the employee insurance. The copays are decreasing. He stated that we have a larger number of employees participating this year. The monthly expense to the county is increasing from \$63,746 to \$68,260. He suggested that we change the max out of pocket. The max is \$6,500. The employee is responsible for the first \$1,500 and the county pays out the remainder. Last year we budgeted \$36,137.98 and we paid out \$16,800.18 for HRA expenses. The current total expense including basic life is \$810,236.14. Mr. Fox stated that we have a balance in our Loss Fund of \$143,774. He recommended that we remain with ABA. All voluntary benefits remain the same. He stated that we could offer Medicare option for current and future employees who may qualify for it. The plans would cost less to the county and provides better coverage to them. It lowers the risk for the county.

Item 2: Clean-up Jasper County:

Commissioner Jernigan stated that with everything being shut down and with us having to shut down the landfill everyone is wanting to get the landfill back open to get rid of items.

Commissioner Jernigan suggested that the landfill open with the free tipping fees until the end of June which would be six weeks.

Chairman Henry questioned if there is proper staffing in place. Mr. Benton stated that it will cost overtime.

Commissioner Luke suggested that we wait until June to do the free dumping.

Commissioner Jernigan motioned to conduct Clean up Jasper in the month of June with the same stipulation as there were in April. Commissioner Stunkel seconded the motion, passed unanimously.

Item 3: County Extension Service Funding – FY 2021 Budget:

Chairman Henry stated that we were denied a funding for the Ag Agent position. Now UGA is asking us to pay for our 4-H agent which was supposed to be paid through an endowment which never came through.

Mr. Bobby Smith (UGA) explained that any position that was open was frozen. Commissioner Jernigan questioned if we could share an agent with another county. Mr. Smith stated that we could be that would be between the individual counties and the districts.

Commissioner Jernigan motioned to authorize the county manager to work with University System of GA to work with surrounding counties to fund the AG Agent position. Commissioner Stunkel seconded the motion, passed unanimously.

Mr. Smith stated that the endowment that was supposed to help fund the Extension Agent position 10 years ago was never fulfilled. Since the endowment never came through UGA is asking the county to pay 1/3 of the Extension Agent salary. Commissioner Stunkel stated that we need to do whatever it takes to keep this position filled.

Item 3: FY 2021 Budget Planning:

County Manager explained the options that were presented.

Potential Budget Versions

\$11,184,435	Current FY 2020 Budget Amounts
\$10,758,160	Current FY 2020 Budget Cut 3.8%
\$11,036,126	Projected FY 2020 Final Total Expenditures

Potential Millage Rates

14.533	Rollback
14.033	Rollback minus .5 mils
13.912	Current rate minus 1.5 mils
13.533	Rollback minus 1.0 mil
13.412	Current rate minus 2.0 mils

There were several departments in the room that presented their case to have their budgets increases.

Tax Commissioner- Ms. Angela Walsh stated that she try to work with the bare minimum. The state negotiates some of the vendors which are out of her control. She stated that her office almost pays for itself with the commissions. She stated that her office is overwhelmed with the workload. Commissioner Pennamon asked if she see her collections going down. Ms. Walsh stated that the only thing that she had to compare current times to is the economy in 2009. She stated that at that time the collection rate actually increased. She stated that her office has not slowed down.

Magistrate Court- Magistrate Judge Tim Lam stood before the board to discuss his budget. He stated that there was not enough funds in the budget to cover the cost of mandatory training such as travel and meals. He stated Jasper County Board of Commissioners Meeting Minutes May 18, 2020 – Called Meeting

that if trainings are held online it would help out with the cost. He stated that Judge Hardwick salary as part-time Magistrate say \$498 but it should be \$498 times twelve. He stated that they don't have much in their budget for their supplies. He mentioned that he was told that some funds were in the Clerk of Court budget since the Superior Clerk serves as their clerk as well. He stated that he was later told by the Clerk of Courts Ms. Gasses that this is not the case. He stated that Judge Hardwick's Magistrate salary is set by statue but as Administrative Assistant she has not had a pay increase for the last two year. He stated that he feels she should have a raise commensurate with what others in that role has received in similar populated counties.

Sheriff Department & Jail- Sheriff Donnie Pope stood before the board to present his request. He stated that there is an opportunity to become part of the Atlanta Drug Enforcement Agency Task Force. This agency concentrates on drug trafficking. He is requesting funding for that position as well a vehicle for that person. Sheriff Pope stated that they were using software (Leads Online) that has allowed them to help solve some crimes on a trial basis. They would not have been able to solve the crime traditionally without this software. It is a subscription.

Fire/EMS Department- Chief Chris Finch stood before the board to explain his request. He stated that one of his biggest issues to face is lack of personal. He stated that our wages are the lowest in the area. He stated that it is hard to find and retain people at our current pay rates. He stated that most people that leave, leave for higher pay. He stated that people can drive a short distance and double their salary. He stated that they have increased their revenue. He stated their department basically take care of themselves.

County Extension- Ms. Kasey Hall stood before the board to request an increase in their budget for funding for the Extension Agent position. She stated that she is still waiting to hear from the Board of Education.

Planning & Zoning- Mr. Shane Sealy stood before the board to present his requests for a budget increase. He stated that he has a surplus of \$29,000 so far. He stated that his office has not seen a slow down as of right now. He stated that he has a temporary person serving in the administrative role. He is asking for an increased budget to add a full-time administrative position.

Jasper Memorial- Ms. Jan Gaston stood before the board to present her request. Ms. Gaston stated that they were having a hard time getting people transported from their facility due to lack of medical transport. MedPro is guaranteed payment for any uninsured patients at the Medicare rate. She is also asking for a slight increase in the subsidy for the Emergency Room Physicians. They have incurred an 11% increase. She stated that their emergency room volume has decreased 50%. She introduced Dr. Laura Moore, ER Doctor, spoke to the board giving them more information about why patients have to be transferred from Jasper Memorial.

Library – Stacy Brown presented to the board about their request for an increase. She would like for the county to fund them what they were funded last year without any increases. She stated that they are seeing a decrease in fines and dues.

Chamber of Commerce- Mandi Tanner and Pam Mayer stood before the board to present their request. Ms. Mayer stated that they have not had an increase in their budge in 5 years. They are now only asking for \$5,600. She stated that she forwarded an email the County Manager and Commissioner Pennamon at some point that stated that it is time to start paying for our membership for the March to the Sea Heritage trail. The second increase request is to provide a parking map to tourist. She stated that it is time to print the tourism brochure again. She stated that it cost \$4,000 to purchase 10,000. Ms. Tanner stated that they do not receive hotel motel taxes.

County Attorney Items: Requested a short Executive Session

County Manager Items: None

Citizens Comments: Commissioner Stunkel read a statement from the Facebook Live where the resident asked about

Executive Session:

Commissioner Luke motioned to go into the Executive Session at 8:16 p.m. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Pennamon made motion to come out of Executive Session at 8:37 p.m. Commissioner Stunkel seconded; passed unanimously.

Commissioner Luke made motion to adopt Resolution 05-18-5 and authorize the Chairman to sign, Commissioner Stunkel seconded, passed unanimously.

Adjourn:

Commissioner Pennamon motioned to adjourn the meeting at 8.39 p.m. Commissioner Luke seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 1, 2020
Regular Meeting Minutes
6:00 P.M.

Comm. Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry Chairman, Gerald Stunkel, Vice-Chairman, Carl Pennamon, Don Jernigan, and Doug Luke.

Staff Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: District 3- Commissioner Don Jernigan

Agenda Approval:

Commissioner Pennamon motioned to approve the agenda with one change, move HR report to before DFCS Board appointment. Commissioner Stunkel seconded the motion, passed unanimously.

Consent Agenda:

Approval of Minutes:

Commissioner Jernigan made the motion to approve the Minutes of April 20, 2020 as presented. Commissioner Stunkel seconded; passed unanimously.

Commissioner Jernigan made the motion to approve the Minutes of May 4, 2020 as presented. Commissioner Stunkel seconded; passed unanimously.

Check Register:

Commissioner Jernigan made motion to approve the check register which included Check #'s 58236-58658 for payment, Commissioner Pennamon seconded; passed unanimously.

Public Hearing: None

Commissioner's Items:

Commissioner Luke- Commissioner Luke asked about the Yancey Road street situation.

Commissioner Jernigan- Commissioner Jernigan stated that he would like to have an update on the phone system, the work on New Hope Church Road, and the Public Works equipment that is in the shop. Mr. Benton asked if he could give these reports in the County Manager section of the meeting.

Presentations/Delegations:

Regular Agenda:

Item 1: Beer and Wine Retail License Permit- Shane One Stop:

Mr. Shane Sealy stated that he received an application for retail beer and wine at Shane's One Stop (application 2020-A-008) at 8541 GA Hwy 142, Shady Dale. Mr. Himani's background check came back clean. The convenience store has been there since the 1960s.

Commissioner Pennamon motioned to approve the application 2020-A-008 for a license for retail sales of beer and wine at 8541 GA Hwy 142, Shady Dale, GA. Commissioner Stunkel seconded the motion, passed unanimously.

Item 2: Department of Family and Children Services Board Appointment:

Commissioner Jernigan motioned to appoint Dr. Talmadge to the DFCS board for a five year term. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Luke motioned to appoint Ms. Latoya Johnson to the DFCS Board for a five year term. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Luke motioned to appoint Ms. Joan Bell to the DFCS Board for five years. Commissioner Pennamon seconded the motion, passed unanimously.

Item 3: Conservation Subdivision Development Ordinance Update:

Chairman Henry stated that at the November 4, 2019 Board of Commissioners meeting, the BOC approved a motion that Planning and Zoning along with the County Attorney work to protect the 2008 zoning ordinance on conservation subdivision development.

Attorney Ozburn stated that he has a draft that he is sending over to P&Z Director Shane Sealy within the next few days. He also asked that a temporary moratorium be placed on conventional subdivisions applications until an ordinance is back in place. Any new applications would fall into the current ordinance. He stated that he is drafting the amendment to the ordinance. He stated that now would be the time to make any other additional changes to the ordinance as well.

Chairman Henry stated that the current ordinance requires 40% green space. He stated that he feels that will discourage development.

Mr. Sealy stated that the P&Z board will meet later in May. Commissioner Pennamon stated that if the board has an idea of how much green space they would like to set a green space requirement. He suggested 15-20%. Commissioner Stunkel suggested 20-25%.

Commissioner Stunkel motioned to change the green space requirement in the conservation ordinance to twenty percent. Commissioner Pennamon seconded the motion, passed unanimously.

Commissioner Luke motioned to present a temporary moratorium until a proper vote can be taken and changes made with the suggested changes for the conservation subdivision not to exceed July 30, 2020. Commissioner Stunkel seconded the motion, passed 4- 1 with Commissioner Pennamon opposing.

Commissioner Pennamon stated that with June 30th being the deadline will not allow enough time. Attorney Ozburn discussed the process for approving the change.

Item 4: Human Resources and Board Appointment Report:

HR Director Sharon Robinson gave the Human Resources report for February 2020-May 2020.

Commissioner Jernigan motioned to advertise for vacancies on all boards. The motion was seconded by Commissioner Stunkel, passed unanimously.

Item 5: FY 2020 3rd Quarter Financial Report:

Finance Director Dennis Pate delivered the third quarter financial report. Total General Fund Revenue ended the third quarter with \$10,557,756 in revenues and \$8,168,295 in expenditures. He stated that many of the revenue lines are at the budgeted amounts. There are a couple shortfalls, Paytel from the Jail and Animal Control. The total General Fund Expenditures are trending at 73% overall. He stated that he will have to come back to the board for some budget amendments. LOST and SPLOST are trending up.

Item 6: FY 2021 Budget Work:

Mr. Benton stated that budget documents have been revised. We received the April actual collections of sales tax. The sales tax were not affected a lot by the pandemic. The newly revised revenue projection for 2021 is \$10,949,636. It is greater than our current budgeted revenue but less than our actual revenue. There were five different millage rates for the board to choose. We eliminated 3 of those scenarios. He stated that the Tax Commissioner is comfortable at 94% collection rate. During the last meeting we were asked to project the FY 2020 change in Fund Balance. That projected change is \$236,053. We were also asked to show the reflection of the .5 mil on tax bills.

Commissioner Jernigan requested that Mr. Benton obtain the information that shows the average assessed taxable value of home sites.

Commissioner Stunkel stated that we are looking at how much less money we will have but yet we have over \$500,000 request for budget increases across the board.

Commissioners questioned the Sheriff about debt services related to his cars. Sheriff Pope stated that it would be an estimated \$8,000.

Commissioner Pennamon stated that we need to have departments work their budgets into the numbers for the current budget.

Commissioner Jernigan stated that we need to get more information from the department heads. He asked if it would be misleading the public if we pass a budget of \$11,184,435 and then come back and amend the whole budget. The responses was that we do this every year. We use fund balance to cover amendments all the time.

Commissioner Luke stated that this will not cost the tax payers any more. He stated that the board needs to ask department heads to come back with revised requests within one week.

Commissioner Jernigan motioned to have a called meeting to discuss the budget on June 8, 2020 at 6:00 p.m. Commissioner Luke seconded the motion, passed unanimously.

County Attorney Items: None

County Manager Items:

Mr. Benton stated that Peach Stated Truck Centers have the exact Dump truck that was wrecked on their lot ready for sale. The extended warranty will be refunded. He stated that he would like to take the insurance proceeds of \$133,777 and the warranty refund of \$3,150 to purchase a brand new Dump truck that is available. He would like for \$3,865 to come from SPLOST.

Commissioner Pennamon motioned to authorize the purchase of the replacement for the wrecked dump truck. Commissioner Stunkel seconded the motion, passed unanimously.

Mr. Benton stated that the bridge on Pitts Chapel Road has been completed by the DOT. Newton County is looking at what it will take to pave their side of the bridge. He would like for the board to give permission to reach out to Newton County to see what they will charge to come on the Jasper County side of the bridge and pave.

Commissioner Pennamon motioned to authorize staff to check with Newton County for an IGA proposal for paving. Commissioner Luke seconded the motion, passed unanimously.

Mr. Benton stated that the courthouse exterior process is 75% complete and will be done at some point in July. He stated that the contractor noted that once he gets the steeple on, the crew will be able to bring down some of the scaffolding so that they can get the shingle roofing.

The existing phone system (Nortel) is an old system. Nortel has discontinued most of their items. We have identified some water damage to the system. For right now it is working. Mr. Benton stated that we are also looking into a new system but not ready to bring it before the board just yet. This system will be based on the fact that we now have fiber available in the courthouse.

Mr. Benton stated that the bush cutter is still in the shop at Hays Tractor. He stated that New Hope Church Road has had a lot of progress. The road should be done this week.

Citizens Comments:

Commissioner Stunkel read a statement from the Facebook Live where the resident stated that James Benton Road needs work.

Executive Session: None

Adjourn:

Commissioner Luke motioned to adjourn the meeting at 8:11 p.m. Commissioner Stunkel seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 8, 2020
Called Meeting Minutes
6:00 P.M.

Chairman Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry, Chairman, Gerald Stunkel Vice-Chairman, Carl Pennamon, Don Jernigan, and Doug Luke.

Staff Present: Mike Benton, County Manager, Sharon Robinson, Clerk, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: Reverend Jimmy Horton, Springfield Missionary Baptist Church

Agenda Approval:

Commissioner Pennamon motioned to approve the agenda as presented. Commissioner Luke seconded the motion, passed unanimously.

Commissioner's Items:

Commissioner Luke- Commissioner Luke asked County Manager about the letter to Newton County regarding the bridge.

Commissioner Pennamon- Commissioner Pennamon stated that he is concerned about the number of EMTs that we have.

Regular Agenda:

Item 1: FY 2021 Employee Health Insurance Program:

Mr. Kelly Fox stood before the board to present updated quotes of options for the Employee Health Insurance. He explained the option of National General which has a TLO (Terminal Liability Option). This is a fee that you would pay when you leave them as a carrier.

Commissioner Pennamon motioned to keep the ABA insurance for county employees and use the Medicare option for the employees that are eligible. Commissioner Jernigan seconded the motion, passed unanimously.

Item 2: FY 2021 Budget Work:

Chairman Henry explained the information that is being presented to the board.

Mr. Benton stated that the revenue is trending in the right direction.

Chairman Henry presented the information that the Tax Commissioner previously presented for an increase in her budget. She is asking for IT services and a funds to fund an additional full-time staff.

Mr. Benton stated that within the past week HR Director found out that the State of GA has reworked Constitutional Officers pay scales.

Commissioner Stunkel motioned to increase the Tax Commissioner's budget to \$251,202. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Pennamon motioned to approve the Magistrate budget of \$134,747. No second on the motion, so it failed.

Commissioner Stunkel stated that some of the numbers need to be revised. Commissioner Pennamon offered another motion to approve the Magistrate budget of \$127,241. Commissioner Stunkel seconded the motion, passed 4-1 with Commissioner Luke opposing.

Mr. Benton stated that the revised increased request from Fire Rescue is \$67,275. This will allow for \$1 increase for hourly employees. Commissioner Pennamon ask if we want to disturb our workforce by giving only one department a raise.

Commissioner Luke motioned to increase the Fire Rescue budget by \$67,275 for a total of \$1,2069,045. Commissioner Stunkel seconded the motion, passed 4-1 with Commissioner Pennamon opposing.

Commissioner Stunkel motioned to increase the Sheriff's budget by \$56,521.87. This breaks down to Sheriff Dept. - \$38,977.66, Jail- \$14,441.01, and Courthouse security- \$3,103.20 which is a 3% pay increase for the employees of these departments. Commissioner Jernigan seconded the motion, passed 4-1. Pennamon opposed.

The board discussed the County Extension Service. Chairman Henry read highlights from the email from Mr. Smith. They are asking that we pay \$10,000 and next year it will be \$15,000.

Commissioner Stunkel motioned to approve the County Extension budget of \$106,721 and to be revisited after we hear from Butts County about the possible Ag agent and from the BOE on whether they will help with the costs. The motion was seconded by Commissioner Jernigan, passed 3-2. Luke and Pennamon opposed.

The board discussed the request for the Planning and Zoning department. Director Shane Sealy's main goal is to have an increase to cover an Admin Specialist for his office. His revised request is for \$37,732 for the position and insurance.

Commissioner Pennamon motioned to approve the Planning and Zoning budget for \$235,719. Commissioner Jernigan seconded the motion, passed unanimously.

The board discussed the Jasper Memorial Hospital request. Chairman Henry stated that in the past they have been given an amount based on the millage rate. This year they are asking for a specific dollar amount of \$436,000.

Commissioner Luke motioned to approve the hospital rollback rate of .808. Commissioner Pennamon seconded the motion, passed unanimously.

Jasper Memorial is also asking for \$14,000 for patient transport for patients that do not have insurance or ability to pay. This is an estimate for future patients. They also asked for \$15,886.13 for the past year Feb 2019-April 2020.

Commissioner Luke motioned that we pay the transport bills as they come in for the amount of up to \$14,000 from July 1, 2020 through June 30, 2020 from Fund Balance. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Pennamon motioned to pay the \$15,886.13 for the Jasper Memorial transport from the current Fund Balance. Commissioner Jernigan seconded the motion, passed 3-2. Henry and Luke opposed.

Chairman Henry spoke about the request from the Chamber of Commerce. There are brochures to be printed and an invoice that is almost 20 years old.

Commissioner Jernigan motioned to approve the Chamber of Commerce budget of \$44,000. Commissioner Stunkel seconded the motion, passed unanimously.

The board discussed the Debt Services which will have an increase of \$42,882.

Commissioner Jernigan motioned to approve the Debt Services. Commissioner Stunkel seconded the motion, passed unanimously.

The total budget for the 2021 Fiscal Year is \$11,362,180. Chairman Henry stated that we expect an addition to fund balance of \$236,053.

Commissioner Pennamon motioned to approve the FY2021 budget for \$11,362,180. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Pennamon offered another motion that we enter the revenue at 94% collection rate and any difference up to \$500,000 comes from Fund Balance. Commissioner Stunkel seconded the motion, passed unanimously.

County Attorney Items:

County Manager Items: None

Citizens Comments:

Commissioner Stunkel read the comments from citizens on Facebook. One commented about the sound. The other commented about the Board of Education paying part of the Extension Office salary.

Executive Session: None

Adjourn:

Commissioner Pennamon motioned to adjourn the meeting at 8:30 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 15, 2020
Called Meeting Minutes
6:00 P.M.

Comm. Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry, Chairman, Gerald Stunkel, Vice-Chairman, Carl Pennamon, Don Jernigan, and Doug Luke.

Staff Present: Mike Benton, County Manager; Sharon Robinson, Clerk and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: District 5- Commissioner Doug Luke

Agenda Approval:

Commissioner Pennamon motioned to approve the agenda as presented. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner's Items:

Commissioner Luke- Commissioner Luke asked the County Manager if there was any news from Newton County regarding the Pitts Chapel Bridge.

Commissioner Jernigan- Commissioner Jernigan questioned whether the project on New Hope Church Road was complete, an updated on the brush cutter that is in the shop, and he stated that he has received calls about using the Rec field for free play. County Manager Mr. Benton stated that New Hope Church Road has been completed. There are a couple of spots that will need to be reworked. He stated that the brush cutter is still in the shop. He stated that surrounding counties have just opened their fields for free play. There was discussion of whether to keep the bathrooms locked.

Presentations/Delegations:

Regular Agenda:

Item 1: FY 2021 Budget Work:

Mr. Benton stated that we have the final digest for 2020. The rollback for the General Fund and the Hospital both changed.

Commissioner Luke asked if there was a decrease in Motor vehicle tax. Mr. Benton stated that we are here mainly to discuss pay raises for the rest of the departments who has not been considered. The Sheriffs budget now includes the raises that were previously approved. Options were presented for percentage increases and flat rate increases. Chairman Henry stated that he likes the flat rate idea. Other commissioners agreed. Commissioner Jernigan asked if the increase would be considering evaluations of employees. Commissioner Pennamon stated that department managers would need to go through training so that partiality will not be shown in the evaluations.

Commissioner Luke motioned that we take the Rollback rate of 14.533 at 94% for a total budget amount of \$11,396,018; we will take \$406,557 from Fund Balance to finalize the budget. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Pennamon made a motion to accept the hospital rollback rate of 0.811. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Pennamon motioned to have the county Attorney and staff to advertise the General Fund budget and the Hospital rollback. Commissioner Jernigan seconded the motion, passed unanimously.

County Attorney Items:

Mr. Ozburn stated that the P&Z Director plans to get the updated ordinance change for the conservation subdivision on the website.

County Manager Items:

The General contractor plans to block one half of one lane to get supplies on the roof to complete the project. We have a public hearing next week for the budget. He stated that the Board of education is a little behind so we are waiting on information from them as well.

Citizens Comments:

Executive Session: None

Adjourn:

Commissioner Pennamon motioned to adjourn the meeting at 6:46 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 6, 2020

Subject: Approval of Check Register

Summary:

A check register will be generated by the finance department on meeting day for signature and approval to process the checks.

Background:

Cost: \$0

Recommended Motion:

Approve processing of check #'s **58659 – 58928**

Consent Agenda – Item 1-3:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 6, 2020

Subject: Contracts

Summary:

The following contracts need to be approved by the Board of Commissioners. The County Attorney has been sent a copy of the contracts and asked to review them.

- **NEGRC Area on Aging FY 2021 Contract – Senior Center**
- **DHS Coordinated Transportation FY 2021 Contract – Senior Center**
- **Georgia Indigent Defense Services Agreement**

Background:

Cost: \$0

Recommended Motion:

Board's Discretion

Consent Item – #1:

Agenda Request - Jasper County BOC

Department: Senior Center

Date: 7-6-20

Subject: Northeast Georgia Regional Commission AAA Contract

Summary: NEGA RC contract needs to be authorized and executed for FY2021.

Background: This is our annual contract to provide aging services through NEGA Regional Commission – Area Agency on Aging (AAA).

Cost: \$0

Recommended Motion: Authorize NEGA AAA to be executed by Chairman Bruce Henry immediately so that FY2021 services can be provided.

Consent Item – Item #2:

Agenda Request - Jasper County BOC

Department: Senior Center

Date: 7-6-20

Subject: Northeast Georgia Regional Commission DHS Coordinated Transportation Contract

Summary: DHS Coordinated Transportation contract needs to be authorized and executed for services to be provided in FY2021.

Background: This is our annual contract to provide aging transportation services through NEGA Regional Commission – Area Agency on Aging (AAA) and DHS Coordinated Transportation.

Cost: \$0

Recommended Motion: Approve DHS Coordinated Transportation Contract to be authorized and executed by Chairman Bruce Henry immediately so that FY2021 services can be provided.

**FY21 COORDINATED TRANSPORTATION
AGREEMENT**

AGREEMENT BETWEEN:

Jasper County Board of Commission for the Senior Center, hereinafter referred to as Contractor, and the Northeast Georgia Regional Commission; hereinafter referred to as NEGRC, agree:

This Agreement has an effective beginning date of the 1st day of July, 2020 and shall terminate on the 30th day of June, 2021 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, NEGRC has a need for, and desires to purchase transportation services for eligible DHS consumers as needed.

AND

WHEREAS, the Contractor has represented to NEGRC it is available to provide transportation services for the described population.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

BOTH parties agree:

- a) NEGRC will purchase the eligible transportation services.
- b) Authorized DHS Human Service Providers will notify the Regional Transportation Coordinator which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Information will be updated on TRIP\$ as needed and reported to the Regional Transportation Coordinator as requested.
- c) The Contractor will invoice the NEGRC on a per client/per trip basis. Invoicing will be completed by the tenth day of the month following the activity.
- d) NEGRC agrees to reimburse Contractor for eligible transportation services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2020 through June 30, 2021, unless terminated earlier in accordance with this agreement.

3. Services to Be Provided:

Contractor shall deliver transportation services to individuals registered with the Regional Transportation Coordinator in accordance to regulations administered by the Georgia Department of Human Services. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render said services twenty-four hours a day, seven days each week.

Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

Contractor agrees to provide NEGRC certification/proof of workers' compensation insurance coverage on all Contractor's employees.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including clients rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

6. Information:

The Contractor agrees to make vehicles, vehicle files and drivers' files available for NEGRC and DHS site visits, to the extent permitted by law. Contractor also agrees to provide information and reports as requested by the Regional Transportation Coordinator.

7. Monitoring and Inspection

NEGRC and Regional Transportation Coordinator will review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and inspect vehicles. Contractor will cooperate with

NEGRC and Regional Transportation Coordinator in making these and other documents and vehicles available.

8. Payment:

NEGRC agrees to remit payment for approved transportation services rendered by Contractor when reimbursement is received from the Georgia Department of Human Services Contractor.

Total payments for services against these funds shall not be exceeded unless amendment(s) to this agreement are issued.

9. Fee Schedule:

Each trip will be billed at the following rates: Core Trips: Aging \$8.00; Other \$8.00; Field Trip Hourly: Aging \$40.00, Other \$40.00; Field Trip Daily: Aging \$350.00.

10. Invoicing:

Contractor shall provide NEGRC with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the **tenth** day of the month following the activity.

Consumers or person responsible for the consumers' well-being must call Contractor directly to cancel scheduled trips. Contractor will provide a telephone number with a voice mail system for use for this notification 24 hours a day.

11. Termination without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance with Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

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 parties agree that, during performance of this MOU, they 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.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If NEGRRC becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this MOU to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this MOU nor a basis for termination for cause.

17. 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.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed 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.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. 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.

22. Sovereign Immunity:

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

In consideration of the mutual promises, covenants and the payment terms set forth in this page and the attached contract, the NEGRC agrees it shall purchase transportation services in accordance with the terms and conditions of this contract.

Agreed and entered into this _____ day of _____, 2020.

Burke Walker, Executive Director
Northeast Georgia Regional
Commission

Date

Billy Pittard, NEGRC Chairperson
Northeast Georgia Regional
Commission

Date

Bruce Henry, Chairperson
Jasper County Board of Commissioners

Date

Consent Item - #3:

Agenda Request – Jasper County BOC

Department: Courts

Date: July 6, 2020

Subject: Georgia Indigent Defense Services Agreement

Summary:

The Ocmulgee Judicial Circuit, through the Georgia Public Defenders Council, contracts with Counties to provide the required indigent legal representation as set forth under the Georgia Indigent Defense Act of 2003.

The contract is for the period July 1, 2020 thru June 30, 2021.

Jasper County's attorney has reviewed the contract.

Background:

Per O.C.G.A. 17-12-23, Jasper County is required to provide criminal defense legal representation for indigent persons accused of violating city or county ordinances or state laws.

Cost:

Annual Cost - \$48,847.39

Already included in FY 2021 Budget.

Recommended Motion(s):

Motion to approve Chairman to execute the Georgia Indigent Defense Services Agreement for the period July 1, 2020 to June 30, 2021 with an annual cost of \$48,847.39 paid in monthly installments of \$4070.62.



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2020, among the Georgia Public Defender Council (herein referred to as “GPDC”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “the Public Defender Office”), and the governing authority of Jasper County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2020.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Jasper County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Jasper County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Jasper County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2020 and ending June 30, 2021.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley
Circuit Public Defender
Post Office Box 747
Gray, Georgia 31032

Jasper County:

Jasper County Board of Commissioners
126 West Green Street, Suite 18
Monticello, Georgia 31064

Georgia Public Defender Council:

Omotayo Alli, Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. “Cause” means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. **(a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Jasper County

_____ BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

_____ BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

_____ BY: _____
Signature
Director

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Jasper County

July 1, 2020 – June 31, 2021

The County agrees to pay the Public Defender Office \$48,847.39 in 12 monthly installments of \$4,070.62. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2020. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

Item 1: Public Hearing – 1st HEARING

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: July 6, 2020

Subject: To make a text amendment and text addition to the ordinance concerning Conservation Subdivision.

Summary: In the current Jasper County Ordinance the Conservation Subdivision has conflicting information. In Article IV it states for all major subdivisions of land for residential purposes in this district, conservation design is required leaving large amounts of land as green space. This is stated under all zoning in Agricultural and Residential Districts. In Article VI. Conversation Subdivisions Sec. 105-160 it states the Conservation subdivision option is available as a use by right in all residential zoning districts. The biggest addition is replacing the at least 40 percent of the gross tract area to 20 percent of the total gross tract area as shown in Article VI. Sec. 105-162-b-1. These amendments and additions will resolve the conflicting information in the ordinance. The Planning and Zoning Board recommended approval 4-0. I have attached the actual changes.

Background:

Cost:

N/A

Recommended Motion:

Board's Discretion

Draft

ARTICLE VI. - CONSERVATION SUBDIVISIONS

Sec. 105-160. - General regulations.

- (a) *Applicability of regulations.* The conservation subdivision option is available as a use by right in all residential zoning districts, but shall be required for all major subdivisions in all agricultural and residential zoning districts other than those in the Residential Lake District. An applicant shall comply with all other provisions of chapter 119 and all other applicable laws, except those that are incompatible with the provisions contained herein.
- (b) *Ownership of development site.* The tract of land to be subdivided may be held in single and separate ownership or in multiple ownership. If held in multiple ownership, however, the site shall be developed according to a single plan with common authority and common responsibility.
- (c) *Housing density determination.* The maximum number of lots in the conservation subdivision shall be determined by either of the following two methods, at the discretion of the applicant:
 - (1) *Calculation.* The maximum number of lots is determined by dividing the area of the tract of land by the minimum lot size specified in the underlying zoning. In making this calculation, the following shall not be included in the total area of the parcel:
 - a. Slopes over 25 percent of at least 5,000 square feet contiguous area;
 - b. The 100-year floodplain;
 - c. Bodies of open water over 5,000 square feet contiguous area;
 - d. Wetlands that meet the definition of the Army Corps of Engineers pursuant to the Clean Water Act.
 - (2) *Yield plan.* The maximum number of lots is based on a conventional subdivision design plan, prepared by the applicant, in which the tract of land is subdivided in a manner intended to yield the highest number of lots possible. The plan does not have to meet formal requirements for a site design plan, but the design must be capable of being constructed given site features and all applicable regulations.

(Ord. of 8-8-2005(2), § 602)

Sec. 105-162. - Open space.

- (a) *Definition.* Open space is the portion of the conservation subdivision that has been set aside for permanent protection. Activities within the open space are restricted in perpetuity through the use of an approved legal instrument.
- (b) *Standards to determine open space.*
 - (1) The minimum restricted open space shall comprise at least 40 20 percent of the gross tract area.
 - (2) The following are considered primary conservation areas and are required to be included within the open space, unless the applicant demonstrates that this provision would constitute an unusual hardship and be counter to the purposes of this article:

- a. The 100-year floodplain.
- b. Riparian zones of at least 100 feet in width along all perennial and intermittent streams.
- c. Slopes above 25 percent of at least 5,000 square feet contiguous area.
- d. Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act.
- e. Populations of endangered or threatened species, or habitat for such species.
- f. Archaeological sites, cemeteries and burial grounds.

..... [REMOVED FOR BREVITY]

(Ord. of 8-8-2005(2), § 604)

Secs. 105-163—105-192. - Reserved.

Sec. 119-2. - Definitions.

... [REMOVED FOR BREVITY]

Conservation subdivision means a subdivision planned using the conservation subdivision design method, as outlined in Article VI of Chapter 105 of these ordinances.

Conservation subdivision design means a type of residential development planning consisting of a four-step design process described in [chapter 5](#) of Growing Greener by Randall Arendt (Washington DC, Island Press, 1999) resulting in designation of common open space and clustered compact lots for dwellings. It is intended to protect farmland, natural resources, and rural landscape character while permitting no fewer than the same number of dwellings allowed under current zoning regulations and conventional subdivision design. In some cases, a greater density (density bonus) may be offered in the local ordinance to encourage this approach to residential development planning, which complies with the requirements of Article VI of Chapter 105 of these ordinances.

...[REMOVED FOR BREVITY]

(Ord. of 7-20-2009, § 3)

Draft

ORDINANCE

AN ORDINANCE BY JASPER COUNTY, GEORGIA TO AMEND ORDINANCES REFERENCING CONSERVATION SUBDIVISIONS BY DELETING AND ADOPTING NEW SECTIONS AS DELINEATED BELOW; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Jasper County, Georgia, hereinafter referred to as the (“County”) pursuant to Paragraph I, Section II, Article IX of the Constitution of the State of Georgia, known as the “Home Rule for Counties”, is authorized to adopt clearly reasonable ordinances, resolutions or regulations related to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and;

WHEREAS, Jasper County, Georgia has determined it beneficial and necessary to have well-functioning ordinances to promote and manage development in the County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA THAT THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA HEREBY ORDAIN:

RESOLVED AND APPROVED by the Board of Commissioners of Jasper County, Georgia, this _____ day of _____, 2020.

Section 1.

The Code of Ordinances of Jasper County, Georgia is hereby amended by deleting sub-section (a) of Section 105-160 and replacing it with a subsection of the same number and location, which said section reads as follows:

“Applicability of regulations. The conservation subdivision option is available as a use by right in all residential zoning districts but shall be required for all major subdivisions in all agricultural and residential zoning districts. An applicant shall comply with all other provisions of chapter 119 and all other applicable laws, except those that are incompatible with the provisions contained herein.”

Section 2.

The Code of Ordinances of Jasper County, Georgia is hereby further amended by deleting sub-section (b)(1) of Section 105-162 and replacing it with a subsection of the same number and location, which said section reads as follows:

The minimum restricted open space shall comprise at least 20 percent of the gross tract area.

Section 3.

The Code of Ordinances of Jasper County, Georgia is hereby further amended by deleting the following language of Section 119-2:

Conservation subdivision means a subdivision planned using the conservation subdivision design method.

Conservation subdivision design means a type of residential development planning consisting of a four-step design process described in chapter 5 of Growing Greener by Randall Arendt (Washington DC, Island Press, 1999) resulting in designation of common open space and clustered compact lots for dwellings. It is intended to protect farmland, natural resources, and rural landscape character while permitting no fewer than the same number of dwellings allowed under current zoning regulations and conventional subdivision design. In some cases, a greater density (density bonus) may be offered in the local ordinance to encourage this approach to residential development planning.

The language deleted under this “Section 3” shall be replaced by the following language, to be inserted in the same location as the deleted language within Section 119-2 with identical formatting as the deleted language:

Conservation subdivision means a subdivision planned using the conservation subdivision design method as outlined in Article VI of Chapter 105 of these ordinances.

Conservation subdivision design means a type of residential development planning which complies with the requirements of Article VI of Chapter 105 of these ordinances.

Section 4.

The sections, paragraphs, sentences, clauses or phrases of this Ordinance are severable, and if any phrase, clause, sentence paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 5.

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6.

The adoption date of this ordinance is upon creation.

Section 7.

The effective date of this ordinance is upon creation.

[SIGNATURE LINE BELOW]

SO ORDAINED this _____ day of _____, 2020.

**BOARD OF COMMISSIONERS
OF JASPER COUNTY,
GEORGIA**

**Bruce Henry, Chairman
District 2**

**Carl Pennamon, Commissioner
District 1**

**Don Jernigan, Commissioner
District 3**

**Gerald Stunkel, Commissioner
District 4**

ATTEST:

**Doug Luke, Commissioner
District 5**

Sharon Robinson, County Clerk

{Jasper County, Georgia Seal}

APPROVED AS TO FORM:

S. David Ozburn, County Attorney

Commissioner's Items Note Page:

Chairman, Bruce Henry –

Vice-Chairman, Gerald Stunkel –

District 1, Carl Pennamon –

District 3, Don Jernigan –

District 5, Doug Luke –

Business Item – #1:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: July 6, 2020

Subject: Planning and Zoning Appeals Board Appointment

Summary:

Planning and Zoning Board of Appeals has one (1) vacancy due to the expired term of Paul Kelly for the Planning and Zoning Appeals Board.

Mr. Kelly did not apply for re-appointment.

Background:

One citizen, Jennifer Allen, applied to serve on the Board of Appeals.

Cost: None

Recommended Motion:

Board Discretion

Shane Sealy

From: Jennifer Allen <jenferallen@gmail.com>
Sent: Saturday, June 27, 2020 4:23 PM
To: ssealy@jaspercountyga.org
Subject: board position

I am interested in being on the planning and zoning board if there is still a position available. Please let me know what information you need from me.

Thanks,

Jennifer Allen
6788797804

*6/29/20
She now wants the Board of Appeals
Vacant spot. I spoke with her today*

Business Item – #2:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: July 6, 2020

Subject: Planning and Zoning Board Appointment

Summary:

Planning and Zoning has one (1) vacancy due to the expired term of Ms. Francis Campbell for the Planning and Zoning Board.

Ms. Campbell has expressed her willingness to serve again.

Background:

Two other citizens are interested in serving on the board.

Chris Blakely

Greg Kerbow

Ms. Francis Campbell has expressed interest in continuing to serve.

Cost:

Recommended Motion:

Board's Discretion

From: [Shane Sealy](#)
To: [Sharon Robinson](#); [Mike Benton](#)
Subject: FW: Zoning Board
Date: Friday, June 12, 2020 12:45:20 PM

A person who wants to serve on the Planning and Zoning Board.

Thanks,
Shane

From: Greg Kerbow [mailto:mbhomes@bellsouth.net]
Sent: Friday, June 12, 2020 12:40 PM
To: ssealy@jaspercountyga.org
Subject: Zoning Board

Shane,

I would be very interested in serving on the zoning board. Let me know if you need anything from me.

Thanks,

Greg Kerbow
MB Homes | 412 College Street | Monticello, GA 31064
Cellular 678-986-3603
MBHomes@bellsouth.net

Sharon Robinson

From: Chris Blakeley <baltravens2007@yahoo.com>
Sent: Tuesday, June 09, 2020 12:17 PM
To: Sharon Robinson
Subject: Planning board

Good afternoon I would like to apply for the position for the planning and zoning board of jasper county. I have over 28 years experience in the building industry currently a Sr project manager for a general contractor in Atlanta. Having a knowledge of all aspects in the building industry including all current building codes I believe would be a great help, please feel free to contact me anytime if I can answer any questions you may have.

Chris Blakeley
(404)386-3754

Sent from my iPhone

Business Item - #3:

Agenda Request – Jasper County BOC

Department: Senior Center

Date: July 6, 2020

Subject: Trio Food Vendor Contract

Summary: Trio Community Meals contract needs to be authorized and executed for FY2021.

Background: This is our annual contract to provide catering services as part of our nutrition services/meals for the aging. We have changed food vendor companies based on feedback from our clients. This change has been worked on all of FY20 along with the AAA office and other counties in our region. We had to go through an extensive process to select the food vendor for this RFP time period of 4 years. The current food vendor had to be assessed extensively, members and staff were surveyed numerous times, feedback was submitted to the current food vendor to follow through on suggestions, and menu meetings were held to improve areas of dissatisfaction. This Food Vendor Selection RFP process occurs every 4-5 years although we can change before this time. In this case, we decided to continue with our current vendor through the end of this contractual agreement timeframe, which is June 30th 2020.

As a part of the RFP process each county in the region meets with all Food Vendors willing to serve this area, tastes food several times, and county Directors read over the RFP's submitted to our region (which is about a 2-3-inch notebook/grant). County Directors/Food Vendor Selection Committee meet several times to discuss pros and cons of each food vendor then make their selection. We can decide as a 12-county region or each county can select their own food vendor. Four counties selected Trio. AAA gave technical assistance through this process but could not influence or manage our decision. Once a food vendor is selected then a formal letter is sent to the Food Vendor to announce the RFP selection. It is a complex process. Reasons for selecting Trio over the other two companies, GA Foods and Open Hand, was based on the quality of meals, the pricing, and the size and experience of their company. Open Hand was more expensive than GA Foods and is a smaller company with less experience. Below are answers to other questions you may have:

1. Price comparison – there is no way to accurately compare yearly costs as this is based on funding sources approved through Federal and State sources; the most accurate comparison is per meal costs – GA Foods vs Trio:
 - a. Congregate Bulk \$4.09/meal vs \$4.04/meal
 - b. Pre-plated \$4.36/meal vs \$4.32/meal
 - c. Frozen 5-pack \$4.54/meal vs \$4.49/meal
2. How did we find this company? This company was found through a Request For Proposal grant process through NEGA Regional Commission Area Agency on Aging. Once the RFP closed then AAA gave the submissions to the counties interested in changing food vendors. A selection committee of county Directors was formed to make the final decisions.
3. Why are we changing from GA Foods? We are changing food vendors because we have been with GA Foods for at least 10 years (two RFP cycles) that I am aware and our members have not been happy with the food quality or menus. They requested a change. We have been very pleased with GA Foods customer service and staff but this was not enough for the clients we serve.

Cost: County will be billed monthly per number of meals delivered.

Recommended Motion: Approve Trio Contract to be authorized and signed by Chairman for FY2021 services.

FOOD SERVICE PARTNERSHIP AGREEMENT

This Food Service Partnership Agreement is made and entered into by and between **JASPER COUNTY BOARD OF COMMISSIONERS**, (“Client”), and **BATEMAN COMMUNITY LIVING, LLC d/b/a TRIO COMMUNITY MEALS**, Limited Liability Company (“Company”) (collectively “the Parties”).

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide meals to the Client’s senior nutrition program participants.
- 1.2 This Agreement shall commence on July 1, 2020 (the “Commencement Date”) or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through June 30, 2024. The Agreement may be renewed for three (3) additional one (1) year periods upon mutual agreement of both Parties.

2. DEFINITIONS

- 2.1. Accounting Period. Company’s accounting calendar is based on an accounting cycle consisting of four (4) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company’s Proposal and (iii) the Solicitation.
- 2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Management Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.8. Premises. The Company’s food service facility located at Augusta, GA.
- 2.9. Products. Food, beverages, goods, merchandise, supplies.
- 2.10. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the

following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.

- 2.11. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.12. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.13. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.14. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, and sewage disposal services.

3. FOOD SERVICES

- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's senior nutrition program participants.
- 3.2 Program Specifications.
 - A. Meals.
 - 1. Menus. Company reserves the right to make changes to items, portion sizes and pricing on an ongoing basis. Significant changes to portion sizes, offerings or pricing must be approved in writing by the Company prior to implementing such changes.
 - 2. All meal plans shall meet or exceed the one-third daily Dietary Reference Intakes (DRIs) for persons' age fifty-one (51) and over as established by the Food and Nutrition Board of the National Academy of Science National Research Council.
 - 3. Meal types:
 - i. Congregate Bulk
 - ii. Home-delivered Pre-Plated
 - iii. Shelf Stable
 - iv. Frozen
 - v. Picnic Meal
 - B. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
 - C. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.
 - D. Meal Shortages: In the event Company fails to deliver meals or portions of meals, or Company delivers food that is unwholesome, fails to meet specifications, or has been substituted without prior approval, the Client's representative shall note all discrepancies on the meal delivery ticket and the following procedures shall apply:

1. Alternate Vendor Procedures: The Client's representative shall procure the necessary items from an alternate vendor. Company will be responsible for establishing appropriate alternate vendors in the local area. All meals or portions of meals procured from alternate vendors must meet the one-third (1/3) DRIs.
2. Company will be responsible for alternate vendor bills. Supporting documentation must be submitted to Company for all such payments. The Client will submit to Company all requests for alternate vendor payments within thirty (30) days of occurrence.

E. Meal Credits: When meals or portions of meals cannot be replaced using an alternate vendor, Company will issue a credit to the Client for the meal based on the following allocation:

<u>Food Grouping</u>	<u>Percentage of Meal Cost</u>
Meat or Meat Alternative	41%
Fruit/Salad	15%
Milk	15%
Vegetable or Soup	10%
Dessert (other than fruit)	10%
Bread or Bread Alternative	5%
Margarine	2%
Condiments	2%

The allocation as stated above shall be adjusted with meal rates. Credits will be deducted from the Client's invoice. The Client will submit to Company all requests for credits within thirty (30) days of occurrence.

F. Closings: In the event the Client and/or the State or local government permanently closes a Serving Site/Delivery Point, the Client shall notify Company of the closing five (5) working days in advance. If five (5) working days' notice is not provided, the Client shall pay for the normal number of meals served at such closed Serving Site/Delivery Point, or accept menu substitutions which will allow Company to utilize food products which were purchased for the closed day.

In the event the Client and/or the State or local government temporarily closes a Serving Site/Delivery Point, the Client shall notify Company of the closing two (2) working days in advance. If two (2) working days' notice is not provided, the Client shall pay for the normal number of meals ordered for such closed Serving Site/Delivery Point, or accept menu substitutions which will allow Company to utilize food products which were purchased for the closed day.

In the event a Serving Site/Delivery Point is closed due to inclement weather, acts of God, and/or other unforeseen emergencies, the Client shall not be responsible for payment for food to be delivered on said day if notice has been given to Company by 4:00 a.m. of the serving day. If

necessary under these circumstances, Company may make menu substitutions on the following serving day, which shall be reported to the Client as soon as possible.

In the event inclement weather or any other act of God is predicted, Company may consult with the Client to determine if shelf-stable meals should be sent the day or days before such event is predicted to occur.

- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Cleaning. Company shall maintain the Premises in a sanitary condition and shall at the termination of this Agreement surrender the Food Service Facilities to the Client in as good condition as now, ordinary wear and tear excepted. Company shall not be responsible for the purchase of new equipment or the cost incurred in the repair of the Food Service Facilities except for repairs necessitated by negligence of Company.
- 3.5 Inventory. Company will purchase and own all inventories of food, beverages, and supplies.
- 3.6 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the Premises.
- 3.7 Tray Service. Client shall be responsible for delivering and returning trays.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.

- 4.5. Background Checks. Company shall conduct necessary background checks as required by law.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

INTENTIONAL OMITTED

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

In consideration for services provided to the Client, Company will charge the Client as follows:

Meal Type	Price Per Meal, Plus Applicable Sales Tax
Congregate Bulk	\$4.04
Home-Delivered Pre-Plated	\$4.32
Frozen 5-pack	\$4.49
Shelf Stable	\$4.38
Picnic Meal	\$4.32

- 7.2 Payments Due and Late Payment Penalty. On or before the fifth (5th) day of each week, Company will bill the Client for the preceding week's charges. Company shall issue an invoice at the end of each week showing the amounts due. Company will provide a monthly invoice and Client will pay on the 15th of the following month. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.
- 7.3 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.
- 7.4 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

- 7.5 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 7.6 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. At any time after one year of service, either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear

all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Client Insurance. Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. Company Insurance. Company shall procure and maintain the following insurance:
1. Worker’s Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of Two Million Dollars (\$2,000,000.00) per occurrence and One Million Dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 Indemnification. Each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents (“Indemnified Parties”) against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys’ fees), costs and costs of court (collectively, “Damages”) which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party’s negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client’s rules or requirements.
- B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting

indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

10. GENERAL AGREEMENT TERMS

10.1 Confidentiality. Neither Client, nor Client’s employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company’s prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client’s access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client’s possession relating to Company’s services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.

10.3 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.

10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

10.5

Client

Jasper County Board of Commissioners
126 W. Green Street, Suite 18
Monticello, GA 31064

Company

Bateman Community Living, LLC
d/b/a TRIO Community Meals
10 Canebrake Blvd., Suite 120
Flowood, MS 39232

10.6 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is

unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

- 10.7 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Georgia law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Georgia. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.
- 10.11 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 Authority: Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

**JASPER COUNTY BOARD OF
COMMISSIONERS**

Signature: _____
Name: Bruce Henry
Title: Chairperson
Date: _____

**BATEMAN COMMUNITY LIVING d/b/a
TRIO COMMUNITY MEALS**

Signature: _____
Name: John Kirk
Title: Managing director
Date: _____

Business Item - #4:

Agenda Request – Jasper County BOC

Department: Curbside

Date: July 6, 2020

Subject: Adopt Solid Waste Curbside Fee for 2020 Tax Billing

Summary:

The Jasper County BOC needs to set the annual Solid Waste Curbside Fee for the 2020 Tax Billing.

The annual fee for the 2019 Tax Billing for parcels with a livable residential structure was \$150.00.

Partial Year Fee Billing Contributes Additional Revenue of Approximately \$2.00 per Cart

Annual Revenue from Tax Billing -	\$150.00
Annual Revenue from Partial Year Billing	<u>\$ 2.00</u>
Total Revenue per Cart -	\$152.00

Background:

The Jasper County BOC provides solid waste curbside pickup and disposal for the unincorporated area of the County and the incorporated area of the City of Shady Dale.

Cost:

Annual Contract Cost per Cart -	\$147.36
Admin Support Cost Per Cart -	<u>\$ 3.95</u>
Total	\$ 151.31

Recommended Motion:

Adopt an Annual Fee of \$150.00 for Solid Waste Curbside Service Per County Ordinance Per Cart for Every Livable Residential Structure for the 2020 Tax Billing.

Business Item - #5:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 6, 2020

Subject: Adopt Fire Protection Special District Fee for 2020 Tax Billing

Summary:

The Jasper County BOC needs to set the annual Fire Protection Special District Fee for the 2020 Tax Billing.

The annual fee for the 2019 Tax Billing was \$28.63.

Background:

The Jasper County BOC collects a fire protection fee for all parcels located within the Fire Protection Special District being served fire protection by fire hydrants owned by the Jasper County Water and Sewer Authority. An annual payment to the Jasper County Water and Sewer Authority is funded by this fire protection special district fee.

Cost:

No cost to the County.

Recommended Motion:

Adopt the Fire Protection Special District Fee of \$28.63 for the 2020 Tax Billing for all parcels located within the Fire Protection Special District.

Business Item - #6:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 6, 2020

Subject: Adopt BOC M&O Millage Rate and Hospital Millage for 2020 Tax Billing

Summary:

The BOC has tentatively approved a millage rate of 14.533 for the Jasper County Wide M&O Millage Rate. The tentative millage rate of 14.533 is .3% lower than the Final Rollback Rate of 14.582.

The BOC has tentatively approved the roll back millage rate of .811 for the Jasper County Memorial Hospital Millage Rate.

The BOC needs to officially adopt the Millage Rates for the 2020 Tax Billing.

Background:

The BOC annually sets the millage rates used for the annual tax billing.

Cost:

No Cost

Recommended Motion:

Adopt Resolution # 2020.07.06A authorizing the Jasper County Tax Commissioner to levy a Jasper County Wide M&O Millage Rate of 14.533 and a Jasper County Memorial Hospital Millage Rate at the roll back rate of .811.

RESOLUTION # - 2020.07.06A

TAX LEVY 2020

WHEREAS, by the Jasper County Board of Commissioners, Jasper County, Georgia, held on July 6th, 2020, there being all members present, the following order passed.

Now, THEREFORE, BE IT RESOLVED, it is ordered by the said Board of Commissioners of Jasper County, on the 6th day of July, 2020, for the following levies:

<u>Jurisdiction</u>	<u>Rollback Rate</u>	<u>Levied Rate</u>
Jasper County Wide M&O (Unicorp/Incorp)	14.582	14.533
Jasper Memorial Hospital	.811	.811

BE IT FURTHER RESOLVED that the taxable property of Jasper County, Georgia as per the digest for the levy year of 2020 be the same rate as the levied rate from above The same levied rate from above shall be collected by the Tax Commissioner of Jasper County, Georgia.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public requiring it. This resolution shall be spread upon the minutes of the Board of Commissioners of Jasper County. The same be published in The Monticello News once a week for four (4) weeks, that a copy hereof be posted at the Courthouse door for thirty (30) days and a copy be furnished to the Tax Commissioner of Jasper County, Georgia, as required by law.

Bruce Henry, Chairman

Gerald Stunkel, Vice Chairman

Carl Pennamon, Commissioner

Don Jernigan, Commissioner

Doug Luke, Commissioner

ATTEST:

Sharon S. Robinson, Clerk