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

# REGULAR MEETING AGENDA

### \*\*\*\*COMMISSIONERS MEETING ROOM GROUND FLOOR\*\*\*\* MONTICELLO, GEORGIA

August 2, 2021 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 Covid-19 at bottom of Page 2. \*\*\* Citizen Access will be available with limited Seating. \*\*\*

I. Call to Order (6:00 p.m.)				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES				
DISTRICT 2 – BRUCE HENRY, CHAIR				
DISTRICT 3 – DON JERNIGAN				
DISTRICT 4 – GERALD STUNKEL – VICE-CHAIR				
DISTRICT 5 - STEVEN LEDFORD				
II. Pledge of Allegiance –				
III. Invocation – District 4				
IV. Approval of Agenda				
V. Consent Agenda –				
1. Approval of Minutes:				
<ul> <li>July 12, 2021 – Regular Meeting Minute</li> </ul>	es			

- Regular Meeting Minutes
- 2. Check Register Check #'s 62034 62231

### 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.

### VII. 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.

### **VIII. Citizens Comments**

The Citizens Comments section of the Agenda allows citizens who sign up to address the Commission for not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3 minute time limit. Comments noted from citizens via the Jasper County FB Page.

### **IX. County Commissioner Items**

### X. Regular Agenda

### **Business Items:**

- 1. Alcohol License Transfer Shane One Stop
- 2. Jasper County Library Board Appointments
- 3. Jasper County Water and Sewer Authority Board Appointment
- 4. Jasper County Recreation Association Board Bylaws Change From 9 to 7 Members
- 5. FY 2022 NEGRC AAA Contract Senior Center
- 6. FY 2022 NEGRC Transportation Contract Senior Center
- 7. FY 2022 GA Foods Contract Amendment Senior Center
- 8. FY 2021 Budget Amendment Remaining Fundraising Balance from FY 2020 Senior Center
- 9. FY 2022 Budget Amendment Remaining Fundraising Balance from FY 2021 Senior Center
- 10. Schedule Work Sessions and Called Meetings

### **XI.** County Attorney Items

### XII. County Manager Update

### 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)

### 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.
    - Seating will be Limited.

# **Consent Agenda – Item 1:**

# <u>Agenda Request – Jasper County BOC</u>

**Department:** Board of Commissioners

**Date:** August 2, 2021

**Subject:** Approval of Minutes

**Summary:** 

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

• July 12, 2021 – Regular Meeting Minutes

# **Background:**

**Cost:** \$0

# **Recommended Motion:**

# **Approve minutes for:**

• July 12, 2021 – Regular Meeting Minutes

### Jasper County Board of Commissioners July 12, 2021 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, Don Jernigan via phone,

Sheila Jones and Steven Ledford

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 Ledford motioned to approve the agenda as presented. Commissioner Stunkel seconded the motion, passed unanimously.

### **Consent Agenda:**

Commissioner Stunkel motioned to approve the minutes for:

- May 10, 2021 Work Session Minutes
- May 17, 2021 Called Meeting Minutes
- May 24, 2021 Work Session Minutes
- June 7, 2021 Regular Meeting Minutes
- June 21, 2021 Public Hearing Minutes 10:00 A.M.
- June 21, 2021 Public Hearing and Called Meeting 6:00 P.M.
- June 28, 2021 Called Meeting Minutes

Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Jernigan motioned to approve Check Register Check #s- 61735-62033. Commissioner Jones seconded the motion, passed unanimously.

**Public Hearing: None** 

**Presentations/Delegations-** None

**Citizens Comments:** None

**County Commissioner's Items:** 

Commissioner Ledford- None

Commissioner Stunkel- None

<u>Commissioner Jernigan</u>- Commissioner Jernigan asked the County Manager if he had any idea of when we may get started on our Chip Seal project. Mr. Benton stated that he had an in depth planning meeting today with the Public Works Director. The plan is to start in about two weeks.

### **Commissioner Jones**- None

<u>Chairman Henry</u>- Chairman Henry stated that there was an article in the newspaper about the board going into an Executive Session and voting to accept the resignation for a board member of Jasper County Water and Sewer Authority. He gave clarification that the Board of Commissioners do not vote to accept or deny resignations. There was a case where one person said that they resigned but their term had expired. We reached out to them to see if they wanted to sign up again but we never heard from them.

### Regular Agenda:

### **Item 1: Jasper County Water and Sewer Authority Board Appointment:**

Mrs. Frances Campbell stood before the board to explain why she is interested in serving on the Jasper County Water Authority Board. She stated that she wants to serve so that she can help keep the water safe and clean.

Commissioner Steven Ledford expressed his interest in serving on the Jasper County Water and Sewer Authority as well. He stated that he would like to see Jasper County grow in an Industrial manner to help relieve the homeowners and property owners in the county of some of the tax burden

Commissioner Jernigan motioned to appoint Frances Campbell and Commissioner Steven Ledford to serve a 5-year term, July 2021 to July 2026. Commissioner Stunkel seconded the motion, passed unanimously.

### **Item 2: Jasper County Recreation Board Appointments:**

Mr. Benton stated that we originally interested in serving on the board. We now have four interested and two have completed the new application.

Ms. Valerie Dale Pennamon stood before to the board to explain why she would like to serve on the Recreation Board. She stated that she is an avid sports player and she feels that she can help with enhancing the activities at the Recreation Department.

Commissioner Jernigan asked how many board members are the currently on the Recreation Board. He stated that he thinks nine members is too many members to be on the board and he would like to see it reduced to around 7.

Commissioner Jernigan motioned to appoint Valerie Dale Pennamon to serve a 3-year term from July 2021 to July 2024. Commissioner Ledford seconded the motion, passed unanimously.

### Item 3: Alcohol License Transfer- Bear Creek Marina:

Planning and Zoning Director, Shane Sealy stood before the board to give a summary of the request for license transfer. He states that Don Wright has applied for a transfer of pouring license for distilled spirits, beer and wine at Bear Creek Marina located at 60 Bear Creek Marina Road for the remainder of 2021. The transfer would take place at the time of the sale of the business and property. The proposed sale is for the late August timeframe. The original application was 2021-A-007 and this new application for the transfer is 2021-A-010. Mr. Wright intends to come before the board for retail sales of beer and wine in August.

In six months there have been 3 calls to Bear Creek Marina. Those were mostly for noise.

Mr. Wright stated that owning a Marina has been a dream of his all his life.

Commissioner Ledford motioned to approve the transfer of Alcohol License (pouring license for distilled spirits, beer and wine) for Bear Creek Marina contingent upon the final sale of the business and property to Don Wright. Commissioner Stunkel seconded the motion, passed unanimously.

### Item 4: FY2021 Committed Fund Balance- Recreation Department Fundraising:

Finance Director, Dennis Pate stood before the board to present a request to commit some Fund Balance Funds relative to fundraising efforts for the Recreation Department. We have not brought Fund Balance forward for a few fiscal periods.

FY

Fiscal Year	Rev	venue	,	Expense	Excess/Deficit
FY2018	\$	27,531.82	\$	19,866.81	\$ 7,665.01
FY2019	\$	19,142.40	\$	19,880.92	\$ (738.52)
FY2020	\$	6,965.00	\$	4,639.00	\$ 2,326.00
					\$ 9,252.49
FY2021	\$	14,110.00	\$	12,529.03	\$ 1,580.97
					\$ 1,580.97
					\$ 10,833.46

Commissioner Jernigan motioned to approve committing \$10,833.46 from general fund balance for Recreation fundraiser expenses. Commissioner Stunkel seconded the motion, passed unanimously.

### Item 5: FY 2021 Budget Amendment- Recreation Department Fundraising Expenditures:

Commissioner Ledford motioned to authorize Chairman Henry to sign Budget Amendment #2021.07.12 in the amount of \$10,833.46 for Recreation activity for FY2022. Commissioner Stunkel seconded the motion, passed unanimously.

### **Item 6: 2022 LMIG Planning:**

Mr. Benton stated that we have until February 1, 2022 to submit an LMIG application to get the \$585, 310.96. We are required to match the amount by 30%. He stated that 2015-2021 the board choose to alternate the LMIG between Post Road and Goolsby Road. Post Road and Pintail should be finished by the end of paving season. He stated that we have a very detailed spreadsheet with all of the roads in the county listed that they will use to access roads in the county. He mentioned that in the past we have used GDOT traffic counts but we will use Public Works funds to purchase our own traffic counters.

### **Item 7: Schedule Work Sessions and Called Meetings:**

No meetings schedule as of right now.

### **County Attorney Items:**

None, but would like an Executive Session for potential litigation.

### **County Manager Items:**

Mr. Benton stated that we have received three application for the Recreation Director position. We have not received any applications for the Senior Accountant Position. Building Permits for June totaled 12 new construction, 56 total permits. Six months total 79 new construction permits and 343 total permits. He stated that he and Mrs. Robinson meet with Ms. Pennamon about setting a date and time for the Road Name dedication. They chose August 28<sup>th</sup> at 10 a.m.

### **Executive Session:**

Commissioner Ledford motioned to go into Executive Session to discuss potential litigation at 6:45 p.m. to discuss potential litigation. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Ledford motioned to exit Executive Session at 7:00 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Jasper County Board of Commissioners Meeting Minutes July 12, 2021 - Called Meeting

Adjourn: Commissioner Stunkel motioned motion, passed unanimously.	to adjourn the meeting at 8:05 p.m. Commissioner Ledford seconded the
Bruce Henry, Chairman	
Sharon Robinson, Clerk	

Commissioner Ledford motioned to approve Chairman Henry to enter into the agreement settlement with Mr.

Burton for the tax parcel. Commissioner Stunkel seconded the motion, passed unanimously.

# **Consent Agenda – Item 2:**

# <u>Agenda Request – Jasper County BOC</u>

**Department:** Board of Commissioners

Date: August 2, 2021

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 62034 - 62231

### **Business - Item 1:**

### **Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** August 2, 2021

**Subject:** Alcohol License Transfer – Shane One Stop

### **Summary:**

Gautamkumar Patel has applied for a transfer of alcohol license for retail sales for beer and wine for the remainder of 2021 for Shane One Stop located at 8541 Hwy 142 Shady Dale, Ga 31085. The transfer would take place at the time of the sale of the business. The proposed sale is for mid to late August timeframe. The original application was 2021-A-008 and this new application for the transfer is 2021-A-011. A background check was performed on the applicant and came back with a clean record.

### Background:

Shane One Stop was approved for retail sales of beer and wine license for on December 3, 2020 for 2021 for Shehzad Himani (2021-A-008). Gautamkumar Patel is purchasing the business of Shane One Stop and wants to transfer the alcohol license.

### Cost:

### **Motion:**

Motion to approve the transfer of the alcohol license for retail of beer and wine from the current license holder to the applicant, Gautamkumar Patel for the establishment known as Shane One Stop located 8541 Hwy 142 Shady Dale to be effective at the closing date of the sale of the business.

# JASPER COUNTY ALCOHOLIC BEVERAGE LICENSE APPLICATION

2021-A-011 Transfer

JASPER COUNTY PLANNING AND ZONNG

126 W. Greene Street Monticello, Ga 31064 706-468-4905

PRINTED TO SERVICE	
1.	BUSINESS NAME SHANE ONE STOP PHONE 760-994-9233
2.	CORPORATION NAME 3 JINC
3.	(Street Address)
4.	MAILING ADDRESS 8541 Hwy 142 8HADY DAGE GA 3085
5.	APPLICANT'S FULL NAME GAUTAMKUMAR POTER
ć 6.	SOCIAL SECURITY # DATE OF BIRTH 2-15- CS SEX M
L 7.	DRIVER'S LICENSE #STATETN_GA SALES TAX #
	HOME ADDRESS 53 A 2 PENNING TON DD ZIP 31085
	HAVE YOU EVER BEEN ARRESTED? YESNO> IF YES, DATE AND OFFENSE
11 12	CONSENT AUTHORIZATION: I hereby authorize any agent of Jasper County to receive any criminal history Record information pertaining to me which may be in the files of any state or local criminal justice agency in Ga.  D. TYPE OF LICENSE: ( ) NEW ( ) RENEWAL (*) TRANSFER BEER WINE  1. THIS LICENSE IS FOR: ** RETAIL POURING WHOLESALE LIQUOR ALL  2. TYPE OF ESTABLISHMENT: Restaurant Service Station Lounge Package Shop  Private Club Grocery Store Convenience Store Other:  CCEPTANCE OF PAYMENT BY THE COUNTY DOES NOT CONSTITUTE FINAL APPROVAL OF THE LICENSE PPLICATION. THIS APPLICATION IS SUBJECT TO ALL NECESSARY APPROVALS. SAID LICENSE FEE SHALL E REFUNDED IN THE EVENT THAT FINAL APPROVAL IS NOT GRANTED.
_	7-16-21 Cach 1. PATEC  Signature of Applicant
L	Any June Mock Sublice &

SEAL

To: Shane Sealy

**Planning & Zoning Director** 

Jasper County, GA

From: Shady Dale Management LLC

**DBA - Shane One Stop** 

8541 Hwy 142

Shady Dale GA-31085

County Beer & Wine Retail Sale License Transfer

Dear Shane,

I am writing to let you know that Shady Dale Management LLC, DBA Shane One Stop is under contract to sell to Mr. Gautamkumar Patel. I am authorizing the county to transfer the current 2021 Beer & Wine license to Mr. Guatamkumar Patel upon the completion of the sale of Shady Dale Management LLC. The closing of the sale is targeted to Mid-August timeframe. Shady Dale Management LLC will no longer be involved with the ownership or operation of Shane one stop upon completion of sale.

Thanks for all the help and support.

Shehzad Himani Owner

**Shady Dale Management LLC** 

**Shane One Stop** 

Shady Dale GA 31085

# Business - Item 2: Agenda Request – Jasper County BOC Department: BOC

August 2, 2021

**Subject:** Jasper County Library Board Appointments

### **Summary:**

Date:

The Jasper County Library Board of Trustees has two vacancies. One member to be appointed by the Jasper County Board of Commissioners. One member to be appointed by the Monticello City Council.

The Board of Commissioners staff advertised the Library Board of Trustees vacancies. Paul White has expressed interest in being appointed to the Library Board of Trustees by the Jasper County Board of Commissioners.

### Current Members are:

Amy Wade - term expires June 2025 (appointed by Board of Education) Mary Camp - term expires June 2025 (appointed by the JCBOC) Margaret Watson - term expires June 2025 (appointed by the JCBOC) J. Ross Hays - term expires June 2025 (appointed by the JCBOC)

John Stork – term expired June 2021 (appointed by Monticello City Council)

### **Background:**

The Jasper County Library Board of Trustees is a 6-member Board. They serve 6-year terms. The Board of Commissioners appoints 4 members, The City of Monticello appoints 1 member; and the Board of Education appoints 1 member.

None

### **Recommended Motion(s):**

Appoint Mr. Paul White to the Jasper County Board of Trustees for a six-year term to expire June, 2027.

# JASPER COUNTY BOARD OF COMMISSIONERS



# 126 W. Greene St. Ste. 18, Monticello, GA 31064 706-468-4900 www.jaspercountyga.org

# APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Paul White	Home Phone: 706-468-5781
Address: 131 Swan Court	Work Phone: 706-468-5781
	Cell Phone: 706-468-5781
Occupation: retired high school English teacher	E-mail: pwhite131@gmail.com/
I would like to apply for appointment to the	following Board, Committee, or Authority
The Library Board	
How long have you been a resident of Jasper	County? _18 years
Which Jasper County district do you live in	
(1)(2)	(3)4(4)(5)
County for 15 years. I retired in 2018. My go	Fayette County for 10 years and in Butts als in my class have always been to foster
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students.  Are you currently serving on another Board.  Yes NO If Yes, please list.  there be any possible conflict of interest between	Fayette County for 10 years and in Butts als in my class have always been to foster.  Committee, Authority or elected position een your employment or your family, and y
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students. Are you currently serving on another Board.	Fayette County for 10 years and in Butts hals in my class have always been to foster.  Committee, Authority or elected position ten your employment or your family, and young appointment on?
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students.  Are you currently serving on another Board.  Yesno NO If Yes, please list.  there be any possible conflict of interest between the state of the serving on another Board, Committee, or Authority you are seek	Fayette County for 10 years and in Butts hals in my class have always been to foster.  Committee, Authority or elected position ten your employment or your family, and young appointment on?
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students.  Are you currently serving on another Board.  Yesno NO If Yes, please list.  there be any possible conflict of interest between Board, Committee, or Authority you are seek	Fayette County for 10 years and in Butts hals in my class have always been to foster.  Committee, Authority or elected position ten your employment or your family, and young appointment on?
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students.  Are you currently serving on another Board.  YesnoNO If Yes, please list.  there be any possible conflict of interest between Board, Committee, or Authority you are seek and yesnoNO If Yes, please explanation.	Fayette County for 10 years and in Butts hals in my class have always been to foster.  Committee, Authority or elected position een your employment or your family, and ying appointment on?  ain.
I have been a high school English teacher in County for 15 years. I retired in 2018. My go love of literature and writing in my students.  Are you currently serving on another Board.  Yesno NO If Yes, please list.  there be any possible conflict of interest between Board, Committee, or Authority you are seek	Fayette County for 10 years and in Butts hals in my class have always been to foster.  Committee, Authority or elected position een your employment or your family, and ying appointment on?  ain.

	Explain your understanding of the duties of this Board, Committee, or	Authority:
	I would try to do what is best for the citizens of Jasper County as it relates its use.	to the library and
	Briefly explain why you seek appointment to this Board, Committee, or My skills and interests would help our community prosper as it relates	-
		š.
		, , , , , , , ,
	Are you in any way related to a County Elected Official or County Emp	loyee? If so, please descri
	NO .	
	If appointed, I agree to serve and participate in required and or voluntary tra	iningYesYes
aul D.	White Signature 7/22/2021 Application Da	te

\*This application should be submitted to the Jasper County Board of Commissioners, Attn: Sharon S. Robinson, Clerk. Any additional information may be included on a separate page.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

July 22, 2021
Paul White
131 Swan Court
Monticello, GA 31064
Pwhite131@gmail.com
706-468-5781

Dear M. <a href="mailto:srobinson@jaspercountyga.org">srobinson@jaspercountyga.org</a>

I am Paul White and a retired public school High School English teacher. I heard there were openings on the Library Board. I think my skills would serve our community well in that position. Please consider me in filling that role. Looking forward to hearing from you.

Paul White

Pwhite131@gmail.com

### **Business Item 3:**

**Agenda Request – Jasper County BOC** 

**Department:** BOC

**Date:** August 2, 2021

**Subject:** Jasper County Water and Sewer Authority Board Appointment

Jasper County Water and Sewer Authority Board has three vacant positions.

Vacancy # 1 – Term expires March 1, 2026

Vacancy # 2 – Term expires March 1, 2026

Vacancy #3 – Term expires Five Years after Appointment Date

### **Current Members:**

Wanda Cummings – term expires Sept 30, 2024 Jeff Yoder – term expires March 1, 2026 Mark Stone – term expires March 1, 2026 Frances Campbell – term expires July 1, 2026 Bill Whitten – term expires March 1, 2026 Steven Ledford – term expires – July 1, 2026

Ronald Burch has applied for one of the vacant positions.

### **Background:**

The Jasper County Water and Sewer Authority is a 9-member Board, appointed by the Board of Commissioners to serve 5-year terms. The terms begin at appointment and expire at the 5 year mark.

None

### **Recommended Motion:**

**Board Discretion** 

# JASPER COUNTY BOARD OF COMMISSIONERS



# 126 W. Greene St. Ste. 18, Monticello, GA 31064 706-468-4900 www.jaspercountyga.org

# APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Ronald Burch	Home Phone: 706 468-6676
Address: 642 Eagle Dr. Monticello ga. 31064	Work Phone:
	Cell Phone:
Occupation: Retired	E-mail: burch523425@bellsouth.net
I would like to apply for appointment to the	following Board, Committee, or Authority:
Jasper County Water and Sewer Authority	
How long have you been a resident of Jasper Years	
Which Jasper County district do you live in?	
(1)(2)X	(3)(5)
What qualifications, experience, and certificathe Board, Committee, or Authority you are Water Dept. Liason Turtle Cove Board 3+ yethis is when Homeside Property Mgt. left), 16 industrial setting.	ears, Interm Water Dept. Mgr. 3-4 months (
Are you currently serving on another Board, _X_ Yes NO If Yes, please list.  Jasper County Planning & Zoning Board	Committee, Authority or elected position?
Would there be any possible conflict of intereserving on the Board, Committee, or Authority YesXNO If Yes, please expla	

What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on? Grow & Maintain JCWSA while having a working relationship with the other Water Authorties.	
Explain your understanding of the duties of this Board, Committee, or Authority:	
Guide & Govern the JCWSA.	
Briefly explain why you seek appointment to this Board, Committee, or Authority: I would like to help repair the division between The JCWSA and The Other Water Authority Boards.	
Are you in any way related to a County Elected Official or County Employee? If so, please desc No Relation	ribe.
If appointed, I agree to serve and participate in required and or voluntary trainingXYes	_ No
Ronald Burch Signature  July 27, 2021 Application Date	
*This application should be submitted to the Jasper County Board of Commissioners,	

\*This application should be submitted to the Jasper County Board of Commissioners, Attn: Sharon S. Robinson, Clerk. Any additional information may be included on a separate page.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

### **Business Item 4:**

# **Agenda Request – Jasper County BOC**

**Department:** Jasper County Recreation

**Date:** August 2, 2021

**Subject:** Jasper County Recreation Association Board Bylaws Change - From 9 to 7 Members

### **Summary:**

The Jasper County Recreation Association Board Bylaws state the Board shall consist of nine members.

At the Regular Meeting on July 12, 2021; the Board of Commissioners had brief discussion on changing the number of Jasper County Recreation Association Board Members from a 9-member to a 7-member Board.

### **Background:**

The Jasper County Board of Commissioners approve/amend the By-Laws of the Jasper County Recreation Association Board as needed.

The Jasper County Board of Commissioners amended the Jasper County Recreation Board By-Laws to change the number of members from 7 to 9 at their Regular meeting on February 4, 2019.

### Cost:

No cost to Jasper County.

### **Recommended Motion:**

Motion to change the Jasper County Recreation Association Board By-Laws from a 9-member to a 7-member board.

# **Jasper County Recreation Association Board**

## Mission Statement

The mission of the Jasper County Recreation Association Board is to advise the Jasper County Commissioners, and assist the Recreation Director, and the Recreation Department in providing, establishing, maintaining, and conducting a county-wide public recreation program; to actively plan or present and facilitate county recreational program needs; to participate actively in local, state, and national recreation affairs; to educate the citizens of Jasper County by communicating information concerning development and progress of the recreation department. Public communication is vital.

# **By-Laws**

### **Article I. Name and Address**

- A. The name of this organization shall be the Jasper County Recreation Association Board.
- B. The physical address will be 246 Ted Saul's Road, Monticello, Georgia 31064

### Article II. Board Membership

- A. **Composition:** The Board shall be representative of the county and shall consist of nine (9) members who shall be residents of Jasper County and who shall serve without compensation. The members shall serve for staggered terms of three years.
- B. Resignation: A member of the Board may resign his or her position by written notice delivered to the Chairman, who shall immediately notify the Board of Commissioners by providing a copy of said resignation notice. Resignations shall be effective immediately upon receipt by the Chairman.
- C. Qualifications: It is preferable that proposed appointees have a substantial record of involvement in recreation activities and /or knowledge of the activities governed by the Board. However, such qualifications are not a requirement for appointment to the Board but merely directive in nature. All Board members will be required to pass a yearly background check.
- D. Terms of Office of Board Members. The term of office of members of the Board shall be for three (3) years. Members whose terms have expired shall continue to serve as members until their successors have been appointed by the Board of Commissioners.
- E. Reappointment. Reappointments shall be unrestricted and at the discretion of the Board of Commissioners.

### Article III. Officers

**A.** Election of Officers. The Board shall elect, from its membership, a Chairman, Vice Chairman and other officers as may be desired, including but not limited to a Secretary and Treasurer. Officers

shall be elected annually and shall serve for a term of one year, or until their successor is elected. Any and all officers thus elected may serve for consecutive years, if reelected.

### B. Duties and responsibilities

- 1. The Chairman shall:
  - (a) be the presiding officer and conduct all meetings of the Board
  - (b) appoint standing committees as necessary to carry out the responsibilities of the Board
  - (c) be a voting member of the Board
- 2. The Vice-Chairman shall
  - (a) perform the duties of the Chairman in the absence of the Chairman
  - (b) be a voting member of the Board
- 3. The Secretary shall:
  - (a) keep records of minutes of the meeting of the Board,
  - (b) have custody of its book and records, which shall be housed with the secretary,
  - (c) take roll before each meeting noting excused or unexcused absences,
  - (d) give notice to members of meetings,
  - (e) attend to such other duties as may be assigned by the Board, and
  - (f) be a voting member of the Board
- 4. The Treasurer shall:
  - (a) keep record of all revenues, expenditures, bank balances, and other information pertinent to the finances of the Board,
  - (b) receive all monies for the Recreation Board and deposit same in such depositories as the Board may direct,
  - (c) pay all charges and bills approved by the Recreation Board for payment (note that all checks require two (2) signatures, one of which shall be the Treasurer),
  - (d) prepare or cause to be prepared and shall present to the Board a monthly financial statement of revenues collected, expenditures made, and bank balances,
  - (e) be a voting member of the Board
- 5. Public relation shall:
  - (a) provide The Monticello News with meeting date, time and location and information concerning the recreation department as needed.
  - (b) be a voting member of the Board.

# Article IV. Meeting, Quorum, Removal from Board, Appeals

### A. Meetings

- 1. Regular meetings of the Board shall be held the 4<sup>th</sup> Wednesday of each month, except for December, at 6:00pm at the Jasper County Recreation Complex.
- 2. Special called meetings of the Board may be held at any time at the call of the Board Chairman, of the Director, or by a majority of the voting members of the Board.
- 3. All meetings are open to the public and must comply with the Georgia Open Meeting Law.

- 4. All votes taken by the Board, regardless of the matter for which a vote is necessary, shall be made in public by a show of hands. Votes may not be taken or made by secret ballot.
- 5. The Director and or Assistant Director shall attend all meetings of the Recreation Board, but shall not vote on any matter.
- **B.** Quorum. A quorum shall consist of 50% of the voting members plus one (1) voting member of the Board, and it shall be necessary that a quorum be present to conduct a meeting, discuss Recreation issues, hold a hearing, or take any action or vote. A majority of those present and voting shall be necessary to approve any action under consideration by the Board.

### C. Removal from the Board

- 1. Absent from three (3) consecutive scheduled meetings by any member of the Recreation Board without due and acceptable excuse shall constitute a vacancy on the Board. The Chairman shall be notified of such vacancies and shall relay same to the Board of Commissioners.
- 2. Conduct unbecoming a member as determined by the Board.
- 3. Violation of the Rules and Regulation adopted by the Board and approved by the Board of Commissioners.
- 4. Procedure for Removal:
  - (a) In all cases of removal of a board member by the Board, such fact shall be noted in the minutes of the Board and the minutes shall reflect the effective date of the removal and said reasons.
- 5. In all cases of removal by the Board, the member under review shall have the right to a hearing. Should the member request a hearing, it shall be held during the next scheduled regular meeting of the Recreation Board. During the hearing, which is open to the public, the Board may hear testimony and hear evidence necessary to make a determination. The member has the right to be represented by counsel during the hearing at their own expense. Following such hearing, the Recreation Board shall render its decision by taking a vote (in public) by a show of hands and the members shall be notified by written notice within five (5) business days of the hearing. The Board shall notify the Board of Commissioners of its decision to remove a Board member and provide the reason thereof. Once the Board has made its decision, the member will be given written notice of the Board's decision, to include the date by which the decision is effective, by certified mail-return receipt requested within five (5) days of the Board's decision.

### D. Appeals

1. The member has the right to appeal the decision of the Recreation Board to the Board of Commissioners. Such appeal must be in writing and received at the office of the Board of Commissioners within fourteen (14) days following receipt of the notice of the decision from the Recreation Board. The Board of Commissioners, at its discretion may conduct a hearing regarding the appeal within 45 days of the date of the filing of the appeal. The member shall be notified in writing by the County Clerk as to the date, time and place of the Public Hearing. All hearings conducted by the Board of Commissioners are open to the public as provided for in the Georgia Open Meeting Law. The member shall have the right to be represented by counsel at the expense of the member.

2. Following the hearing, the Board of Commissioners shall render its decision, and the member will be notified in writing within 14 day following the hearing. The decision of the Board of Commissioners shall be final.

### **Article V. Meeting Agenda**

- A. Unless otherwise determined by the Chairman, the order of business at regular meetings shall be determined by an agenda presented to members before the meeting begins. Any changes in the presented agenda will require a motion to amend that must be passed by majority of the voting members. Changes in order of business or dispensing with any item may be made by request and approval of the Board. The posting of the agenda for regular called and emergency meetings of the Board shall comply with the Georgia Open Meeting Law.
- B. Individuals who wish to be placed on the regular meeting agenda may do so by contacting the Director at least seven (7) days prior to the regular meeting, and must give the Director the subject to be discussed. If the subject is a complaint or violation, then the procedures in this document shall be followed. Individuals who wish to speak during the meeting about a topic on the agenda may sign up thirty (30) minutes immediately preceding the meeting.
- C. Individual will be recognized for a maximum of five (5) minutes to present their subject, and no subject other than the stated subject on the agenda will be allowed. Unused time may not be given up to any other individual wishing to speak.

### **Article VI. Meeting Minutes**

Meeting minutes shall be recorded and such records shall be open to public inspection once approved by the Board, but no later than immediately following its next regular meeting. Minutes shall include the names of the members present, a description of each motion or proposal, the names of the members making and seconding the motion or proposal, and a record of all votes to include, if not unanimous, the names of the persons voting for or against such motion or proposal. Meeting minutes shall be in accordance with the Georgia Open Meeting Act.

### **Article VII. Rules of Procedure**

The Board shall conduct all meetings and activities according to parliamentary law as stated in the Roberts's rules of Order, Revised, unless otherwise specified. In addition, all meetings and actions taken during such meeting shall comply with the Georgia Open Meeting Act.

### **Article VIII. Conflict of Interest**

Any Board member who has a conflict of interest on any given issue shall announce the existence of conflict prior to discussion of the issue and shall refrain from discussing or voting on that issue.

### **Article IX. Duties, Powers, and Enforcements**

A. **Duties**. The duties of the Board shall include but not limited to, the following:

- To advise and recommend ways and means by which recreation programs may be improved or strengthened.
- 2. To develop new programs and activities as public may dictate,
- 3. To develop a system of fees and charges for use of outdoor recreation facilities for participation in recreation programs, and
- 4. Other duties and responsibilities as may be directed by the Jasper County Board of Commissioners from time to time.

### B. Power and Jurisdiction.

In order to perform the duties, the Board shall have the following authority:

- 1. To adjudicate complaints, disputes or other grievances from the public arising out of recreation activities and to conduct such review hearings per resolution.
- 2. To adopt by-laws and other rules of procedure to achieve its purpose and function, with final approval by the Board of Commissioners.
- 3. To establish rules governing participating in recreation programs and the consequences for failure to follow aforementioned rules.
- 4. To evaluate programs and activities from year to year with the evaluation method to be determined by the recreation department.
- C. **Enforcement.** The primary responsibility for the enforcement of these By-Laws shall be vested in the Director with approval of the Board.

### **Article X. Amendments**

- A. **By -Laws**. By-Laws may be amended by the Jasper County Recreation Association Board.
- B. **Amendments**. Amendments to these By-Laws must be submitted in writing to the Jasper County Recreation Association Board at a regularly scheduled meeting.
- C. **Approval by Board of Commissioners.** Proposed amendments must be reviewed and approved by the Board of Commissioners prior to any action being taken by the Recreation Board.

# **Adoption**

These By-Laws are adopted by a vote of <u>5 to 0</u> during a called meeting of the Jasper County Recreation Board held on June 28, 2017 and are effective following the adoption of same by the Jasper County Commissioners.

# **Jasper County Recreation Board**

Robert Norton Chairman

# Certification of Adoption by the Board of Commissioners

By-laws were amended on June 04, 2018 to raise membership from 5 to 7 members By-laws were amended on December 12, 2018 to raise membership from 7 to 9 members

Business Item 5:
Agenda Request – Jasper County BOC
Department: Senior Center
<b>Date:</b> 8-2-21
Subject: Senior Center FY 2022 NEGRC AAA Contract
Summary:
The Senior Center contracts annually with North East Georgia Regional Commission (NEGRC) to provide Aging Services.
Background:
The Senior Center generates revenue by providing Congregate, Home Delivered Meal (HDM), and Telephone Reassurance services through NEGRC Area Agency on Aging. Federal and State funding sources are managed through NEGRC and delivered to counties that provide aging services according to contractual agreements.
Cost:
None
Recommended Motion:
Approve the FY22 NEGRC Contract for Aging Services; authorize Vice-Chairman to sign the contract

### **AGING SERVICES**

State of Georgia
Clarke County

CFDA#:93.053 (NSIP) CFDA#:93.044 (Title III B) CFDA#:93.045 (Title III C1, C2) CFDA#:93.667 (SSBG)

### **CONTRACT**

THIS CONTRACT entered into THIS 1<sup>ST</sup> day of July 2021 by and between the **Northeast Georgia Regional Commission**, through its Area Agency on Aging Division (hereinafter referred to as NEGRC) and Jasper County Board of Commissioners (hereinafter referred to as the CONTRACTOR).

### WITNESSETH

WHEREAS, NEGRC desires to engage the CONTRACTOR to render certain services under the provisions of the Older Americans Act of 1965, Public Law 89-73, as amended in connection with an undertaking of program hereinafter described which is to be wholly or partially financed by an Aging Services funding from the United States Government through the Georgia Department of Human Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies); and

WHEREAS, the CONTRACTOR desires to render such services in connection with the program and in accordance with the provisions of said federal laws, warrants that it possesses the capabilities to satisfactorily render such services; and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

### **ENGAGEMENT OF THE CONTRACTOR**

The CONTRACTOR hereby agrees to provide an array of services for the elderly and/or disabled persons in the Northeast Georgia Planning and Service Area. Services rendered shall help the elderly and/or disabled adults and their caregivers to live independently in their communities for as long as possible thereby preventing premature institutional placement. The CONTRACTOR also agrees to accept new referrals, maintain current clients and to perform the services hereinafter set forth in

accordance with the established standards of service and promptness contained herein.

### TIME OF PERFORMANCE

The effective date of this Contract is July 1, 2021. All services required hereunder shall be completed on or before June 30, 2022, unless terminated earlier under other provisions of this contract.

### SCOPE OF SERVICES

The CONTRACTOR shall render services to the elderly and/or disabled in a satisfactory and proper manner, as determined by NEGRC, the work and service described in **Annex A**, which is attached herein by reference and made a part of this contract.

### FORMAL COMMUNICATIONS

- A. All communications regarding this Contract from the CONTRACTOR to NEGRC shall be addressed in writing to the NEGRC Aging Director by the person executing this Contract on behalf of the CONTRACTOR, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- B. The CONTRACTOR shall mail all correspondence, reports, and other matter relating to this Contract to:

Aging Director

Northeast Georgia Area Agency on Aging
305 Research Drive

Athens, Georgia 30605-2795

Phone: (706)583-2546 Ext. 101

- C. All communications regarding this Contract from the NEGRC to the CONTRACTOR shall be addressed in writing to the Jasper County Board of Commissioners Chief Executive Director by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- D. NEGRC shall mail all correspondence, reports, and other matter relating to this Contract to:

Jasper County Board of Commissioners 126 W. Green Street, Suite 18 Monticello, Georgia 31064 Attn: Bruce Henry Telephone #: 706-468-4900

Fax Number: 706-468-4942 E-mail: bhenry@jaspercountyga.org

### NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

- A. <u>NONDISCRIMINATION IN EMPLOYMENT PRACTICES</u>: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations and the NEGRC's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. <u>NONDISCRIMINATION IN SERVICE PRACTICES</u>: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations, and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. <u>COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT</u>: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.
- E. The CONTRACTOR agrees, as a condition to provision of services to the NEGRC's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient that may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or NEGRC, as the CONTRACTOR deems necessary. The

CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

### CONFIDENTIALITY

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records according to the following minimum requirements:

- a. No information about a client, or obtained from a client shall be disclosed in a form that identifies the person without the informed consent of the person or of his legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal or NEGRC personnel.
- b. Only authorized personnel as designated by the NEGRC shall have access to confidential client records;
- c. Confidential client records shall be maintained in secure, locked areas when not in use by authorized personnel if applicable; access to client information maintained in electronic information systems shall be limited through accepted security access practices, including, but not limited to password protections.
- d. CONTRACTOR is responsible for arranging for and ensuring that all electronic systems have and use individual passwords to access the systems. Passwords may not be shared.
- e. CONTRACTOR is not required to disclose to the public such information as is exempt from disclosure under the Federal Freedom of Information Act, as amended.

The CONTRACTOR agrees to notify the NEGRC within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning customers or clients.

### INSPECTION OF WORK PERFORMED

The NEGRC and the Georgia Department of Human Services or its authorized representatives shall have the right to enter into the premises of the CONTRACTOR and/or all subcontractors or any places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this contract and all applicable Federal and State laws and regulations, with or without notice, at any time during this contract.

The NEGRC, DHS and the federal government shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda and any other records

of the CONTRACTOR and subcontractor for the purpose of conducting and reviewing audit examinations, excerpts, and transcripts.

### **CONFLICT OF INTEREST**

The CONTRACTOR certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect. The CONTRACTOR agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

### CONTRACT DISPUTES AND THE RIGHT TO SUSPEND CONTRACT

Except as otherwise provided in this Contract, any dispute concerning a question of act arising under this Contract shall first be addressed to the Aging Director as specified above. Should it not be disposed of by agreement then the CONTRACTOR may petition the Executive Director of NEGRC in writing for further consideration. The Executive Director of NEGRC shall mail his decision to the CONTRACTOR. The decision shall be final and conclusive, unless within thirty days of the date of receipt of the decision the CONTRACTOR mails or otherwise furnishes to NEGRC written appeal. In the case of an appeal, the CONTRACTOR shall adhere to NEGRC's grievance procedures.

The NEGRC reserves the right to suspend the contract/subgrant in whole or in part. In the event that the NEGRC and the Georgia Department of Human Services in its sole discretion initiates an investigation into the performance and delivery of services or in good faith determines that there is a likelihood that the CONTRACTOR is failing to comply with the quality of services or the specific completion schedule of its duties and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, in the programmatic performance or service delivery.

### **TERMINATION**

The NEGRC or the CONTRACTOR may terminate this Contract at any time by giving a thirty (30) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all information and materials produced or collected under this Contract or used in the performance of the scope of services shall, at the option of NEGRC, become the property of NEGRC. If this Contract is terminated as provided in this paragraph, the CONTRACTOR will be reimbursed for the otherwise allowable actual expenses incurred by the CONTRACTOR up to and including the effective date of such termination.

Upon any kind of termination, the CONTRACTOR shall submit the final contract expenditure report not later than fifteen (15) days after the effective date of termination.

### **COOPERATION IN TRANSITION OF SERVICES**

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that it will cooperate as requested by the NEGRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the NEGRC. This will include but not be limited to the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the NEGRC. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the NEGRC immediately and shall become the property of the NEGRC. Unless otherwise specified in this contract, CONTRACTOR shall effectuate and accomplish transition at no cost to the NEGRC.

### **SUBCONTRACTS**

The CONTRACTOR hereby agrees to be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. The CONTRACTOR agrees to reimburse the NEGRC and the GA Department of Human Services for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

The CONTRACTOR hereby agrees to conduct an annual face-to-face monitoring of all subcontractors, including food vendors.

The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the NEGRC and the GA Department of Human Services may pursue appropriate remedies as a result of such breach.

### CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible to ensure that subcontractors are appropriately licensed.

C. The CONTRACTOR agrees to notify the NEGRC and the GA Department of Human Services in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The CONTRACTOR agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

### INDEMNIFICATION

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses and attorneys' fees caused by growing out of, or otherwise happening in connection with this contract due to any act or omission on the part of the CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on Contractor's behalf; or due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by CONTRACTOR; (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the CONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the CONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the DOAS (collectively, the "funds"), the CONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the CONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

CONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this contract shall limit CONTRACTOR's indemnification liability arising from claims brought by any third party against the NEGRC, Georgia Department of Human Services and the state.

### **Business Item 6:**

**Agenda Request – Jasper County BOC** 

**Department**: Senior Center

**Date:** 8-2-21

**Subject:** FY 2022 NEGRC Transportation Contract

### **Summary:**

The Senior Center contracts annually with NEGRC Department of Human Services Coordinated Transportation to provide Aging TRIPS. Please see the attached contract for FY22.

### **Background:**

The Senior Center generates revenue by providing transportation services for our aging members. We provide daily transportation for those attending congregate services at the Center and we provide Aging Trips to doctor's appointments and pharmacies. These trips can also include quality of life needs if there is no other provider. We encourage all members to utilize non-emergency transportation services through either Medicaid or their insurance provider as their primary provider. We serve as the secondary source of transportation due to limited staff time, vehicles, and budgets.

### Cost:

No extra cost to the county. This contract helps us generate revenue to run our transportation portion of services.

### **Recommended Motion:**

Approve FY 2022 NEGRC Transportation Contract and authorize Vice-Chairman to sign.

# FY22 COORDINATED TRANSPORTATION CONTRACT

### **CONTRACT BETWEEN:**

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

### WITNESSETH:

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

### AND

WHEREAS, the Sub-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 Contract.

### 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 in the TRIP\$ System. Information will be updated in TRIP\$ as needed and reported to the Regional Transportation Coordinator as requested.
- c) The Sub-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 Sub-Contractor for eligible transportation services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

### 1. Purpose:

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

### 2. Contact Term:

The term of this contact shall be from July 1, 2021 through June 30, 2022, unless terminated earlier in accordance with this contract.

### 3. Services to Be Provided:

Sub-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. Sub-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.

Sub-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. Sub-Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Sub-Contractor. Sub-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.

Sub-Contractor agrees to provide NEGRC with a Certificate of Insurance as proof they have obtained and maintained the following types of insurance coverage for the duration of the contract:

Insurance Type: Minimum Limits:

Workers Compensation (Occurrence) Required for all contacts-No Exemptions

Commercial General Liability Policy (Occurrence)-includes contractual liability:

Each Occurrence Limit \$1,000,000 Aggregate Policy Limit \$2,000,000

Business Auto Policy (Occurrence) – combined single limit \$3,000,000

Commercial Umbrella Policy (Occurrence)-cover any gaps between the \$1 million and \$2 million policy limits and the umbrella policy must follow the form of the underlying \$1 million primary policy.

All such coverage shall remain in full force and effect during the term of this contract. At all times, coverage shall be within the required limits.

### 4. Training:

Drivers and dispatchers employed by Sub-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:

Sub-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 Sub-Contractor.

#### 6. Records and other information:

The Sub-Contractor agrees to make vehicles, vehicle files and drivers' files available for NEGRC and DHs site visits, to the extent permitted by law. Sub-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. Sub-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 Sub-Contractor when reimbursement is received from the Georgia Department of Human Services.

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

#### 9. Fee Schedule:

NOTE: ALLOCATIONS ARE CONTINGUENT UPON FUNDING AVAILABILITY FROM THE GEORGIA DEPARTMENT OF HUMAN SERVICES THROUGH THE CONTRACT NEGOITATED WITH THE NORTHEAST GEORGIA REGIONAL COMMISSON.

Each trip will be billed at the following rates:

CORE Trips: Aging \$8.00 and OTHER \$8.00;

HOURLY rate \$40.00/hr. All hourly trips will be billed in .25 increments.

FIELD TRIP HOURLY rate of \$40.00 per hour, and

FIELD TRIP DAILY rate of \$350.00 per day.

EMERGENCY rate of \$60.00 per hour for assistance with evacuation, vaccines and transportation efforts in a governor-declared state of emergency or pandemic.

See Attachment A for the DHS Rate Schedule that contains the rate for each type trip, including the administrative fee.

#### 10. Invoicing:

Sub-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. Sub-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 Sub-Contractor directly to cancel scheduled trips. Sub-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 contract without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Sub-Contractor shall be entitled to payment, in

accordance to contract provisions for services rendered up to the termination date. Sub-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 contract must be in the form of a written amendment signed by both parties.

#### 14. Compliance with Law:

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

#### 15. Equal Opportunity:

During the performance of this contract, Sub-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 Sub-Contractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

#### 16. Non Availability of Funds:

This Contract 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 Contract implements. If NEGRC becomes aware of funding issues jeopardizing its ability to reimburse Sub-Contractor, it shall immediately provide notice of same to Sub-Contractor.

#### 17. Force Majeure:

Each party will be excused from performance under this contract 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 contract nor a basis for termination for cause.

# 18. Applicable Law:

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

#### 19. Severability:

Should any article(s) or section(s) of this Contract, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Contract should be severed, and the reminder of this Contract shall remain in full force and effect to the extent possible.

#### 20. Waiver of Contract:

No failure by either party to enforce any right or power granted under this Contract, or to insist upon strict compliance with this Contract, and no custom or practice of the parties at variance with the terms and conditions of this Contract 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 Contract.

#### 21. No Third Party Rights:

This Contract shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, and cause of action or other right.

#### 22. Sovereign Immunity:

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

## 23. Entire Contract:

This Contract constitutes the complete contract between the parties and supersedes any and all other contracts, either oral or in writing, between the parties with respect to the subject matter of this contract. No other contract, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

**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	, 2021.	
Burke Walker, Executive Director Northeast Georgia Regional Commission	- n	Date	
Bill Palmer, NEGRC Chairperson Northeast Georgia Regional Commission	- n	Date	
Bruce Henry, Chairperson Jasper County Board of Commissioners	-	Date	

# **Attachment A**

	FY22 Rate Sched	ule					
	For Period of July 1, 2021		22				
	(includes NEGA RC Administ	rative Fee)					
CONTRACTOR NAME	Northeast Georgia Regional Commission	SUBCONT	RACTOR NA	ME: <u>Jasper</u>	County Bo	oard of Comr	<u>nissioners</u>
		AGING	DBHDD	DFCS	GVRA	OTHER	
	(S	Senior Cente	er)		(Eld	erly & Disabl	led)
Туре	DEFINITION	RATE	RATE	RATE	RATE	RATE	
CODE TOID	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand		N/A	N/A	N/A	<b>#0.40</b>	
CORE TRIP	response.	\$8.40	N/A	N/A	N/A	\$8.40	
NON-CORE TRIP	Any one-way trip that occurs between 6 PM. and 6 AM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.		N/A	N/A	N/A	N/A	
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.		N/A	N/A	N/A	N/A	
HOURLY	Any trip requiring the transport of a consumer(s) to a designated location, when the transportation period of time exceeds one hour or wait time is required.		N/A	N/A	N/A	\$40.50/hr.	
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.		N/A	N/A	N/A	\$40.50/hr.	
FIELD TRIP DAILY	1) Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge a daily rate, trip must be more than 8 hours; or 2) Any field trip with more than 3 passengers in which one vehicle is reserved for use only for HSP clients and the HSP's staff member(s). These trips are not charged per passenger. Examples of the field trip may include shopping trips or recreational community outings.		N/A	N/A	N/A	N/A	
EMERGENCY TRIP	An hourly rate to assist with evacuation and transportation efforts in a governor-declared state of emergency or pandemic	\$60.50/hr	N/A	N/A	N/A	\$60.50/hr	
ON THE GO TRIP	Any one-way trip that is ordered through the On The Go app or call center for any consumer who is requiring additional on-demand services		N/A	N/A	N/A	\$60.30/1II	
			1 97 1	1971			
No Shows will be billed at	the trin type ordered						

# **Business Item 7:**

# **Agenda Request – Jasper County BOC**

**Department**: Senior Center

**Date:** 8-2-21

Subject: Senior Center FY 2022 GA Foods Contract Amendment

# **Summary:**

The BOC had previously approved this contract for FY22. Since that time, Michael Calogero, GA Foods Chief Growth Officer, and Terry White, GA Foods Director of Strategic Accounts, contacted the Director to discuss their need to raise meal costs due to experiencing "unprecedented inflationary costs recently" (as written in letters and shown in charts). They have attempted to absorb costs as long as possible but this is no longer feasible. They initially requested a 6% increase but have dropped it to 2%.

# **Background:**

GA Foods submitted charts showing examples of increased costs - Boneless Skinless Chicken Breast in up 55% in 2021, Polyethylene products are up 107% in 2021, diesel fuel is up 32% in 2021, and linerboard corrugate is up 6% in 2021. Here are the price comparisons:

Food Type	2022 Initial Rate	Proposed Rate	Open Hand Atl
Hot bulk	\$4.31/meal	\$4.40/meal	\$4.75
Pre-plate	\$4.60	\$4.70	\$4.75
Picnic	\$4.56	\$4.65	\$4.75
Frozen Meals (TMS)	\$4.79	\$4.89	\$4.98
Shelf Stable	\$4.56	\$4.65	\$4.85
Frozen meals w/o components	\$2.69	\$2.75	

State and Federal disbursements will cover this cost increase. It will NOT necessitate the county to have to increase its portion by 2%.

Cost: cost is covered through Federal and State disbursements plus small county match

#### **Recommended Motion:**

Approve the GA Foods Contract Amendment to include meal cost changes; Chairman/Vice-Chairman authorized to sign contract

Jasper County Senior Center 26 Mack Tillman Drive Monticello, GA 31064

## AMENDMENT No. 1

This Amendment Number 1 to the Contract ("<u>Amendment</u>") dated July 1, 2021, by and between Morgan County, Georgia, (hereinafter referred to as "**COUNTY**") and **G.A. Food Services of Pinellas County, LLC**. (hereinafter referred to as "**CONTRACTOR**") having its principal place of business at 12200 32<sup>nd</sup> Court North, St Petersburg, FL 33716. The **COUNTY** and **CONTRACTOR** are also referred to herein collectively as the "Parties."

## **RECITALS**

**WHEREAS**, the Parties previously executed a Contract ("Contract"), creating certain rights, obligations, and duties between the Parties, all as fully set forth in the Contract; and

**WHEREAS**, the Parties desire and wish to amend certain provisions of the Contract to the extent explicitly stated in this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

The Contract dated July 1, 2021, between the **COUNTY** and **CONTRACTOR** is hereby amended, effective August 1, 2021, as follows.

- 1. Section 2 Compensation is hereby amended to in its entirety to read as follows:
  - The **CONTRACTOR** shall be compensated for the work and services to be performed under this contract as set forth in **Attachment A**, which is attached hereto and made a part hereof. The **COUNTY** agrees to an additional two (2) percent price increase adjustment in compensation to **CONTRACTOR** as a result of unforeseen changes in economic conditions, including but not limited to, costs of raw materials, labor, freight, and fuel.
- 2. Attachment A, Section 1, is hereby amended to in its entirety to read as follows:
  - The purchase price for all regular meals ordered by **COUNTY** under this Contract shall be computed as follows:

June 23, 2021

To our valued Customers,

Over the past 12 months and continuing for the unforeseeable future, we have managed through significant cost increases associated with both COVID-19 and inflation. At GA Foods, we made a commitment to aggressively leverage our position and relationships in the market to gain a reduction in costs and fight inflation. Our pursuit in offering the highest quality and service in the industry is a persistent process guided by integrity and your earned trust. GA Foods, along with many industries, have absorbed significant cost increases in raw materials, freight, fuel and labor. While we have aimed to absorb those cost increases, we are now at a juncture to raise pricing to assist in managing the unprecedented inflationary pressures seen today.

Our relentless efforts to improve productivity and efficiency have been unable to fully offset inflation while maintaining the high quality of our products. The accompanying charts illustrate the extent to which inflation has significantly impacted the industry. Because of these efforts, we have been able to mitigate some of the increased costs and therefore only need a 6% price increase. Once approved by you, this increase will be effective

Our continuing goal is to deliver the best quality and service with the most favorable economics. This increase will allow us to maintain these proven standards for the clients we serve together. We wish to take this opportunity to thank you for your business and continued partnership. We are committed to working through this challenging time in unison, and please do not hesitate to reach out for further discussion and review.

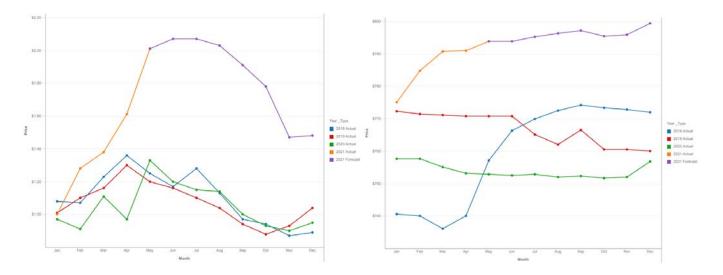
Kind Regards,

Michael Calogero RPh, PharmD
Chief Growth Officer



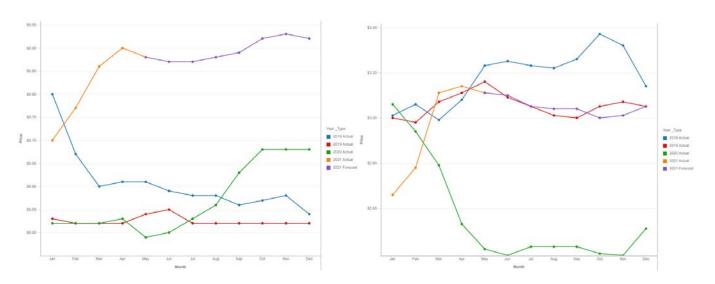
# Boneless Skinless Chicken Breast is up 55% in 2021

# Linerboard Corrugate is up 6% in 2021



# Polyethylene is up 107% in 2021

# Diesel Fuel is up 32% in 2021



#### 2021-2022

Meal Type	Price/Meal
Hot Congregate or Home Delivered Bulk	\$4.40
Hot Congregate or Home Delivered Pre-plate	\$4.70
Picnic Meal	\$4.65
Frozen Meals without components	\$2.75
TMS 2-pack	\$4.89
TMS 5-pack	\$4.89
TMS 7-pack	\$4.89
Emergency Shelf Stable Meal (single)	\$4.65
Shelf Stable Five Pack Meals	\$4.65

As hereinabove amended, all other Terms and Covenants of the Contract will remain in full force and effect.

IN WITNESS WHEREOF, **COUNTY** and the **CONTRACTOR**, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:

Jasper County Senior Center
26 Mack Tillman Drive

Monticello, GA 31064

Acting for and on behalf of: **G.A. Food Service** 15151 Prater Drive, Suite F Covington, GA 30014

With Corporate offices located at: 12200 32<sup>nd</sup> Court N.
St. Petersburg, FL 33716

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Witness:	Witness:
Name:	Name:

 From:
 Terry White

 To:
 Tracy Norton

 Subject:
 FW: Rate Request

 
 Date:
 Wednesday, July 14, 2021 1:26:42 PM

 Attachments:
 CDA0314111C9408D8D235CF852A4B280.png 1CAF5405C50D4A95BFDE28832E736FCD.png

#### Ms. Norton:

Thank you for returning my call from this afternoon. Per our discussion, I am summarizing the GA Foods' request below:

As we discussed, GA Foods has experienced some unprecedented inflationary costs recently. This is obviously due to the COVID pandemic which has disrupted both our food and product supply chains causing shortages, which in turn, create higher rates.

Initially, GA Foods thought that it could mitigate such increases through internal controls and better purchasing practices. Despite such, the company has been unable to outpace the inflation. Therefore, while it is a last resort, Leadership has asked me to contact all of my customers and request their understanding and an increase of 6%.

Since we just recently renegotiated NEGRC's rates with a 4% CPI increase, I have authority to reduce this request to just 2% on top of the 2021/2022 fiscal year proposed rates. This request would come with a commitment to review economic conditions on a quarterly basis to determine if we can remove the 2% rate increase. They have also committed not to increase beyond this rate.

In reviewing the proposed rate increase over the new 2021/2022 rates, the cost for your meals would be as follows:

Food Type	2022 Initial Rate	Proposed Rate
Hot bulk	\$4.31/meal	\$4.40/meal
Pre-plate	\$4.60	\$4.70
Picnic	\$4.56	\$4.65
Frozen Meals (TMS)	\$4.79	\$4.89
Shelf Stable	\$4.56	\$4.65
Frozen meals w/o components	\$2.69	\$2.75

Please let me know if you have any questions.

Thank you for your business.

#### Terry White

Director-Strategic Accounts | Sales office 770.756.8853 cell 267.372.5389 | 800.852.2211 ext 344 6251 Cove Creek Drive | Flowery Branch, GA 30542



## Nourishment. Delivered.

Visit us at <a href="https://www.GAFoods.com">www.GAFoods.com</a>

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# **Business Item 8:**

# Agenda Request - Jasper County BOC

**Department**: Senior Center

**Date:** 8/2/21

Subject: Senior Center FY 2021 Budget Amendment – Remaining Fundraising Balance from FY 2020

#### **Summary:**

The Senior Center had an ending balance in fundraiser for FY20 of \$3,754.93. We are requesting to move that balance to our FY2021 Budget in the fundraiser line item.

# **Background:**

Every year the members do fundraisers to raise funds for activities that are not funded in our regular budget, such as field trips, arts & crafts, games, and special events. The community donates toward these fundraisers in good faith that the funds will be spent as committed. Now that the audit is completed, we are requesting these funds be moved into our FY21 fundraiser budget.

**Cost:** \$0 (This is simply moving funds that were dedicated for a particular purpose, from FY20 to FY21 fundraiser revenue)

#### **Recommended Motion:**

Approve Budget Amendment # 2021.08.02A to move FY2020 unspent fundraiser balance of \$3,754.93 from general fund balance to FY2021 budget.

100 GENERAL FUND 600 CULTURE/ RECREATION		Expen	<b>Expenditure Report</b>	ų				Jasper County B O C	300
00057 OTHER COSTS		Level 5 Sun	Level 5 Summary for June 2020	20				Page 1 of 1	of 1
	Budget	Supplemental	Current Pd Curr	Curr	Year To Date	YTD	Encumbered	Encumbered Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
100 GENERAL FUND									
600 CULTURE/ RECREATION									
06200 SENIOR CENTER									
00057 OTHER COSTS									
536000 FUNDRAISER ACTIVITY	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total Other Costs	\$0.00	\$6,946.19	\$159.73	7	\$3,191.26	46	\$0.00	\$3,754.93	54
Total Senior Center	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total CULTURE/ RECREATION	\$0.00	\$6,946.19	\$159.73	7	\$3,191.26	46	\$0.00	\$3,754.93	54
Total GENERAL FUND	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
TOTAL ALL FUNDS	\$0.00	\$6,946.19	\$159.73	8	\$3,191.26	46	\$0.00	\$3,754.93	54

# BUDGET AMENDMENT - #2021.08.02A FOR FISCAL YEAR 2021

Commission approved a budget for fiscal year 2021 for Jasper County Government earlier in the year; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds;

NOW, THEREFORE, BE IT RESOLVED THAT the commission approves allocation of the Senior Center budget by the following:

GL ACCOUNT- SENIOR CENTER 100-600-06200-00057-536000 Fundraiser Activity		<u>Debit</u>	<u>Credit</u> \$3,754.93
GL ACCOUNT- SENIOR CENTER GENERAL FUND BALANCE		<u>Debit</u>	<u>Credit</u>
Adopted this of Month	2021.		
BOC Chair	Fin	ance Manager	

# **Business Item 9:**

**Agenda Request – Jasper County BOC** 

**Department**: Senior Center

**Date:** 8/2/21

Subject: Senior Center FY 2022 Budget Amendment – Remaining Fundraising Balance from FY 2021

# **Summary:**

The Senior Center had a balance from FY 2020 of \$3,754.93 to be moved over into FY 2021. In addition, we raised \$1,635.00 for a total income of \$5,389.93.

We also had \$3,523.35 in expenditures from this account, leaving a balance at the end of FY 2021 of \$1,866.58.

# **Background:**

Every year the members do fundraisers to raise funds for activities that are not funded in our regular budget, such as field trips, arts & crafts, games, and special events. The community donates toward these fundraisers in good faith that the funds will be spent as committed.

**Cost:** \$0

#### **Recommended Motion:**

Approve Budget Amendment # 2021.08.02B to move FY2021 unspent fundraiser balance of \$1,866.58 from general fund balance to FY2022 budget.

100 GENERAL FUND 600 CULTURE/ RECREATION		Expen	<b>Expenditure Report</b>	t				Jasper County B O C	00
06200 SENIOR CENTER 00057 OTHER COSTS		Level 5 Sun	Level 5 Summary for June 2020	020				Page 1 of 1	of 1
	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Encumbered Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
100 GENERAL FUND									
600 CULTURE/ RECREATION									
06200 SENIOR CENTER									
00057 OTHER COSTS									
536000 FUNDRAISER ACTIVITY	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total Other Costs	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total Senior Center	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total CULTURE/ RECREATION	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
Total GENERAL FUND	\$0.00	\$6,946.19	\$159.73	2	\$3,191.26	46	\$0.00	\$3,754.93	54
TOTAL ALL FUNDS	\$0.00	\$6,946.19	\$159.73	7	\$3,191.26	46	\$0.00	\$3,754.93	54

100 GENERAL FUND 600 CULTURE/ RECREATION		Rever	Revenue Report				Jasper C	Jasper County B O C
06200 SENIOR CENTER 00034 CHARGES FOR SERVICES		Level 5 Sumn	Level 5 Summary for June 2021					Page 1 of 2
	Budget	Supplemental	Adjusted	Current Pd	Curr	Year To Date	YTD	Budget
Accounts	Appropriation	Appropriation	Budget	Revenue	Pct	Revenue	Pct	Balance
100 GENERAL FUND								
600 CULTURE/ RECREATION								
06200 SENIOR CENTER								
00034 CHARGES FOR SERVICES								
347550 FUNDRAISERS	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)
Total Charges For Services	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)
Total Senior Center	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)
Total CULTURE/ RECREATION	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)
Total GENERAL FUND	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)
TOTAL ALL FUNDS	\$0.00	\$0.00	\$0.00	\$500.00	0	\$1,635.00	0	(\$1,635.00)

100 GENERAL FUND									
600 CULTURE/ RECREATION		Expen	<b>Expenditure Report</b>	ų				Jasper County B O C	300
06200 SENIOR CENTER 00057 OTHER COSTS		Level 5 Sun	Level 5 Summary for June 2021	121				Page 1 of 1	of 1
	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Encumbered Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
100 GENERAL FUND									
600 CULTURE/ RECREATION									
06200 SENIOR CENTER									
00057 OTHER COSTS									
536000 FUNDRAISER ACTIVITY	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0
Total Other Costs	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0
Total Senior Center	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0
Total CULTURE/ RECREATION	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0
Total GENERAL FUND	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0
TOTAL ALL FUNDS	\$0.00	\$0.00	\$464.73	0	\$3,523.35	0	\$0.00	(\$3,523.35)	0

# BUDGET AMENDMENT - #2021.08.02B FOR FISCAL YEAR 2022

Commission approved a budget for fiscal year 2022 for Jasper County Government earlier in the year; and WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds;

NOW, THEREFORE, BE IT RESOLVED THAT the commission approves allocation of the Senior Center budget by the following:

budget by the following:			
GL ACCOUNT- SENIOR CENTER 100-600-06200-00057-536000 Fundraiser Activity		<u>Debit</u>	<u>Credit</u> \$1,866.58
GL ACCOUNT- SENIOR CENTER GENERAL FUND BALANCE		<u>Debit</u>	<u>Credit</u>
Adopted this of Month	2021.		
BOC Chair	Fina	ance Manager	

# **Business Item 10:** Agenda Request - Jasper County BOC **Department:** Board of Commissioners Date: August 2, 2021 **Subject:** Schedule Work Sessions and Called Meetings Work Sessions and Called Meetings scheduled as needed. **Background:** Cost: **Recommended Motion: Board Discretion**