

BOARD OF COUNTY COMMISSIONERS

Charles W. Oddo, Chairman
Randy Ognio, Vice Chair
David Barlow
Steve Brown
District 5, Vacant



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Floyd L. Jones, County Clerk
Tameca P. White, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

September 10, 2015
7:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 7:00 p.m.

Call to Order
Invocation by Chairman Charles W. Oddo
Pledge of Allegiance

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Proclamation of September 2015 as "National Preparedness Month in Fayette County."
2. Recognition of Ms. Hailey Moore for her production of the award-winning short film "True Colors."

PUBLIC HEARING:

CONSENT AGENDA:

3. Approval to enter into two three-year contractual agreements (Contract #943-S) with Siemens, in an aggregate amount of \$263,832.00, for the maintenance of Building Automation equipment and Mechanical Equipment within the Courthouse, Jail, Jail Annex, Sheriff's Office and the Library, and authorization for the County Administrator to sign the agreements and any related documentation.
4. Approval of staff's recommendation to adopt a final supplemental budget adjustment for the fiscal year ended June 30, 2015, and authorization to adjust and close completed Capital Improvement Projects within the Capital Improvement Projects program moving those remaining funds to project contingency.
5. Approval of staff's recommendation to declare thirty-one (31) county vehicles as unserviceable, to sell the assets utilizing the GovDeals internet website, and for all proceeds to be returned to the Vehicle Replacement fund.

6. Approval of staff's recommendation to increase Bid Award #922- Lake Peachtree Dredging with Massana Construction from \$1,449,140.00 to \$1,670,223.06; Change Order increase of \$231,483.06; and to authorize the County Administrator to sign any associated documents related to this request.
7. Approval of staff's recommendation to enter into a Joint Funding Agreement with the United States Geological Survey, beginning October 1, 2015 and expiring September 30, 2016, in the amount of \$288,100.00 and to utilize \$40,800.00 from the Water System's Renewal and Extension fund, for water flow, stream data, and CFS flow monitoring.
8. Approval of staff's recommendation to enter into an agreement with Lisbon Baptist Church for a donation by the church of eight (8) indigent burial plots, and authorization for the Chairman to sign said agreement.
9. Approval of the August 27, 2015 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

10. Consideration of a recommendation from the Selection Committee, comprised of Commissioner David Barlow and Dr. Olungbenga Obasango, to appoint Dr. Loida Bonney to the Fayette County Board of Health to fill an unexpired term that will end on December 31, 2017.
11. Consideration of a recommendation from the Selection Committee, comprised of Commissioners David Barlow and Randy Ognio, to nominate Jelunder W. Clark, Timothy Etson, and Lavonia Stepherson to the Fayette County Hospital Authority for appointment.
12. Consideration of Ordinance 2015-10 amending Fayette County's Code of Ordinances by deleting Section 16-10 pertaining to "Social hosts," from Article I of Chapter 16 in its entirety and by enacting a new Section 16-10 pertaining to Social Hosts.
13. Consideration of staff's request to change protocol on creating and amending county policies and procedures.
14. Consideration of proposed revisions to Policy No. 210-07 Grant Management.

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

15. Award Quote #1015-A to Blount Construction Company, Inc. for milling and full-depth reclamation of Phase 1A in the River Park Subdivision, in a not-to-exceed amount of \$85,650.00.

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Proclamation / Recognition #1

Department: Emergency Management Agency

Presenter(s): Deputy EMA Director Mike Singleton

Meeting Date: Thursday, September 10, 2015

Type of Request: Proclamation/Recognition

Wording for the Agenda:

Proclamation of September 2015 as "National Preparedness Month in Fayette County."

Background/History/Details:

Each year, the Georgia Emergency Management Agency (GEMA) promotes preparedness through the recognition of a month where preparedness is the focus of a media campaign.

Each local government, by responding to GEMA's initiative by issuing a proclamation, exhibits the importance of preparation by the citizens in the event of a disaster.

This year, Governor Nathan Deal has designated the month of September as National Preparedness Month.

What action are you seeking from the Board of Commissioners?

Proclamation of September 2015 as "National Preparedness Month in Fayette County."

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Not Applicable

Reviewed by Legal

Approved by Purchasing

Not Applicable

County Clerk's Approval

Yes

Administrator's Approval

Staff Notes:

PROCLAMATION

**NATIONAL PREPAREDNESS MONTH
IN FAYETTE COUNTY
SEPTEMBER 2015**

- WHEREAS:** National Preparedness Month creates an opportunity for every Georgian to learn more about ways to prepare for all types of emergencies, from natural disasters to potential terrorist attacks to public health threats; and
- WHEREAS:** Emergency preparedness is the responsibility of every Georgian. All Georgians can take a few simple steps - staying informed about potential threats, making a plan and building a Ready kit - to help make citizen preparedness and personal responsibility a priority in every community; and
- WHEREAS:** The U.S. Department of Homeland Security, the Federal Emergency Management Agency, the Georgia Emergency Management Agency/Office of Homeland Security, and officials in the federal, state, local, and private sectors are working to prevent and respond to all types of emergencies. These activities, along with a prepared and vigilant public, contribute to a level of state and national preparedness that is critical to security in our state and the homeland; and
- WHEREAS:** Fayette County's Emergency Management Agency / Office of Homeland Security maintains an ambitious and proactive preparedness campaign which assists its citizens to become better equipped for emergencies; and
- WHEREAS:** Fayette County's citizens can follow simple steps such as creating a disaster supply kit, making a family disaster plan, and remaining informed of impending emergencies, in their preparations to be ready in the face of an emergency; and
- WHEREAS:** The citizens of Fayette County are encouraged to visit the Ready Georgia website, at www.ready.ga.gov in order to create personal profiles or to prepare their businesses in the event of an emergency;
- THEREFORE:** The BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA, do hereby proclaim September 2015 as

NATIONAL PREPAREDNESS MONTH IN FAYETTE COUNTY

and in doing so the Board thanks all of its first responders, urges all of Fayette County's citizens to recognize their responsibility in emergency preparedness, and encourages everyone to work together in their homes, their businesses, and their communities to ensure safety, security, and preparedness in the event of an emergency.

So proclaimed this 10th Day of September 2015 by the

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Charles Oddo, Chairman
Board of Commissioners

ATTEST:

Floyd L. Jones, County Clerk

COUNTY AGENDA REQUEST

Proclamation / Recognition #2

Department: Board of Commissioners

Presenter(s): Commissioner Steve Brown

Meeting Date: Thursday, August 27, 2015

Type of Request: Proclamation/Recognition

Wording for the Agenda:

Recognition of Ms. Hailey Moore for her production of the award-winning short film "True Colors."

Background/History/Details:

Ms. Hailey Moore is a rising 6th grader at Booth Middle School. She recently made her first video as a Public Service Announcement (PSA) for her Girl Scout Troop #10326 in Peachtree City. She did a praiseworthy job by editing and helping make an informative and educational video clip detailing the safety norms to be observed by drivers of golf carts. The novel and innovative idea of the 11-year old troop has earned them accolades and help them achieve a bronze award. All the girls worked really hard on the PSA. The girls were going to hire an editor when Hailey asked if she could do it. To the troops surprise, she managed to blend well and sync the music nicely.

Hailey has made several films using her iPad. It was recently brought to Hailey's attention about the Fayette Youth Film Festival. She asked her friends and family for support and help with her film "True Colors." From the start, she had a clear vision of what she wanted to achieve. "True Colors" is Hailey's first official short film that she has entered into eight film festivals- receiving five Laurel's for her hard work thus far. "True Colors" is about a young girl named Jane, a rising 6th-grader, who is trying to figure out who she is. As the day progresses, she starts to wonder what her "True Colors" actually are. Before long, she finds out.

What action are you seeking from the Board of Commissioners?

Recognition of Ms. Hailey Moore for her production of the award-winning short film "True Colors."

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

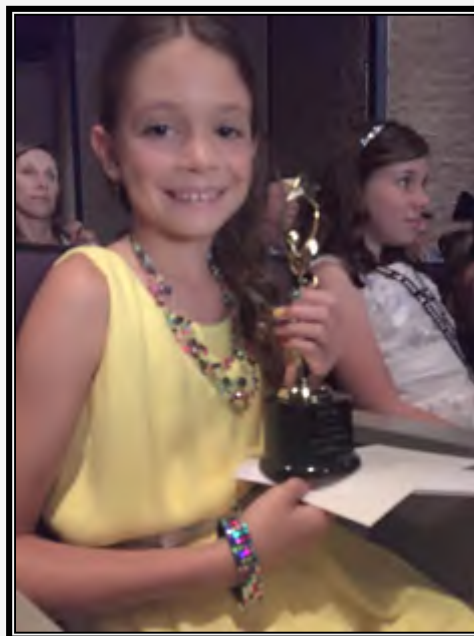
County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

The PSA can be viewed at: <https://www.youtube.com/watch?v+RMRIFTatIq4&feature=youtu.be>

HAILEY MOORE



True Colors

Jane, a rising 6th Grader is trying to find out who she is. As the day passes along she starts to wonder what her "True Colors" actually are. What are your "True Colors?"



Director: Hailey Moore

Hailey started filming family video's at age 9, when she received her first iPad. She took a huge interest in capturing "special" moments and creating a story around them. It was quickly after that we realized her passion for this craft. As a family, we united together and support Hailey on her journey. Since then she has made several home videos, a school project film that captured the school district's attention then she created her first music parody video for Girl Scouts. This will mark Hailey's first short film.

Director's Statement:

Why can't I do the impossible?



COUNTY AGENDA REQUEST

Consent Agenda #3

Department: Building and Grounds

Presenter(s): Carlos Christian, Michelle Walker

Meeting Date: Thursday, September 10, 2015

Type of Request: Consent

Wording for the Agenda:

Approval to enter into two three-year contractual agreements (Contract #943-S) with Siemens, in an aggregate amount of \$263,832.00, for the maintenance of Building Automation equipment and Mechanical Equipment within the Courthouse, Jail, Jail Annex, Sheriff's Office and the Library, and authorization for the County Administrator to sign the agreements and any related documentation.

Background/History/Details:

Siemens has installed a significant amount of equipment and building automation software in the Courthouse, Sheriff's Offices, Jail, Jail Annex, and Library. This includes field panel controllers, energy monitors, temperature sensors, pressure sensors, damper actuators, and other items. These systems require annual maintenance, software support and updates, repair and replacement parts, and workstation upgrades. Additionally, the County must maintain the Heating, Ventilation, and Air Conditioning systems that serve the Sheriff's Offices and Jail, to preserve the dollars invested and prevent equipment failures to the extent possible.

To accomplish the objectives, the Department of Building and Grounds Maintenance recommends award of an agreement to Siemens for continuation of Building Automation Services with Siemens, and a new Mechanical Service Agreement. As a result of negotiations, they have provided prices contingent upon execution of both agreements, with a commitment of three years.

The Purchasing Department supports the recommended agreements. Since the systems in question are comprised of proprietary equipment and software, the recommendation is for negotiated agreements.

The Sheriff's Office supports this recommendation.

What action are you seeking from the Board of Commissioners?

Approval to enter into two three-year contractual agreements (Contract #943-S) with Siemens, in an aggregate amount of \$263,832.00, for the maintenance of Building Automation equipment and Mechanical Equipment within the Courthouse, Jail, Jail Annex, Sheriff's Office and the Library, and authorization for the County Administrator to sign the agreements and any related documentation.

If this item requires funding, please describe:

Funding for these agreements are currently included within each Departments current M&O budget and will not require any additional budget appropriations.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

Note: 52% of the Building Automation Contract and 100% of the Mechanical Equipment Contract fall under the Sheriff's Office's jurisdiction.

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE
FAYETTEVILLE, GEORGIA 30214-1381


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PATRICK A. STOUGH
MEREDITH F. McCLURE

MAILING ADDRESS:
POST OFFICE BOX 849
FAYETTEVILLE, GA 30214-0849

MEMORANDUM

TO: BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA

FROM: McNALLY, FOX, GRANT & DAVENPORT, P.C. 

RE: SIEMENS CONTRACTS

DATE: SEPTEMBER 4, 2015

During the review of the Siemens contracts, a question arose as to whether the multiyear provisions were allowable under state law. Generally, contracts with governmental entities are set up to be terminable at the end of every calendar year, or, with the recent change, at the end of every fiscal year. These contracts are for multiyear terms. Within the statute requiring that contracts with governmental entities be terminable at the end of the year is a provision that states that "Nothing in this Code section shall restrict counties ... from executing reasonable contracts arising out of their proprietary functions." O.C.G.A. §36-60-13 (j). (Municipalities have this same requirement.)

Case law seems to indicate that O.C.G.A. §36-60-13 (j) is an exception to the requirement of contracts being terminable at the end of every year. A stronger statement cannot be made because the case that recognized this as an exception had that part of its analysis vacated on appeal. Assuming contracts pursuant to proprietary functions aren't required to have the above-referenced language, "the term 'proprietary function' has been generally defined as '[a] municipality's conduct that is performed for the profit or benefit of the municipality, rather than for the benefit of the general public.'" Greene County School District v. Circle Y Construction, Inc., 308 Ga. App. 837, 841, 708 S.E. 2d 692 (2011). Under this definition, the Siemens contracts would be viewed as contracts pursuant to the County's proprietary functions. Although the safest approach is to structure the contracts so they are terminable at the end of every year, the County is realizing a savings by agreeing to the multiyear provisions.

Presuming contracts pursuant to proprietary functions are not required to be terminable at the end of every year the multiyear provisions in the Siemens contracts are consistent with law.



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: August 13, 2015

Subject: Contract #943-S: Siemens Building Automation & Mechanical Service Agreements

Siemens has installed a significant amount of equipment and building automation software in the Courthouse, Sheriff's Offices, Jail, Jail Annex, and Library. This includes field panel controllers, energy monitors, temperature sensors, pressure sensors, damper actuators, and other items. These systems require annual maintenance, software support and updates, repair and replacement parts, and workstation upgrades.

In addition to the above, the county must maintain the Heating, Ventilation and Air Conditioning (HVAC) systems that serve the Sheriff's Offices and Jail, to preserve the dollars invested and prevent equipment failures to the extent possible.

To accomplish the above objectives, the Department of Building and Grounds Maintenance recommends award of an agreement to Siemens for continuation of Building Automation Services with Siemens, and a new Mechanical Service Agreement. As a result of negotiations, they have provided prices (attached) contingent upon execution of both agreements, with a commitment of three years.

The Purchasing Department supports the recommended agreements. Since the systems in question are comprised of proprietary equipment and software, the recommendation is for negotiated agreements.

Specifics of the contract are as follows:

Contract Name:	943-S: Building Automation & Mechanical Service Agreements
Contractor:	Siemens
Type of Contract:	Negotiated, proprietary maintenance & support agreements
Contract amount:	FY 2016 = \$85,357; Three-Year Total = \$263,832
Budget Information:	Please see attached sheet

**Siemens Advantage Services®
Contract #943-S**

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>Per Cent</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>Three Year Total</u>	<u>FY 2016 Budget</u>	
									<u>Code</u>	<u>Available</u>
BLDG AUTOMATION SERVICES AGREEMENT										
Justice Center:										
Courthouse	23,748.00	24,732.00	25,721.00	35%	20,459.95	21,073.85	21,706.30	63,240.10	10020090-522235	20,878.00
Jail	19,464.00	20,639.00	21,464.00	29%	16,952.53	17,461.19	17,985.22	52,398.94	10030326-522235	17,298.52
Jail Annex	15,588.00	16,233.00	16,882.00	23%	13,445.11	13,848.53	14,264.14	41,557.78	10030310-522235	13,720.00
Library	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>13%</u>	<u>7,599.41</u>	<u>7,827.43</u>	<u>8,062.34</u>	<u>23,489.18</u>	10060500-522235	<u>7,754.00</u>
Total Bldg Automation	<u>58,800.00</u>	<u>61,604.00</u>	<u>64,067.00</u>	<u>100%</u>	<u>58,457.00</u>	<u>60,211.00</u>	<u>62,018.00</u>	<u>180,686.00</u>		<u>59,650.52</u>
MECHANICAL SERVICES AGREEMENT										
Jail & Sheriff's Ofc Bldg A&B	N/A	N/A	N/A		26,900.00	27,707.00	28,539.00	83,146.00	10030326-522235	26,900.00
Grand Total	<u>58,800.00</u>	<u>61,604.00</u>	<u>64,067.00</u>		<u>85,357.00</u>	<u>87,918.00</u>	<u>90,557.00</u>	<u>263,832.00</u>		<u>86,550.52</u>
LABOR RATES (STRAIGHT TIME)										
Automation Specialist	115.00				120.00		4.3%			
Fire/Life Safety Spec.	110.00				108.00		-1.8%			
Security Specialist	115.00				116.00		0.9%			
Electrical Services Tech.	135.00				160.00		18.5%			
Service Mechanic	98.50				102.00		3.6%			
Account Engineer / PM	165.00				165.00		0.0%			

Note: Prices contingent upon Fayette County contracting for both Building Automation Services and Mechanical Services for three years.

EXHIBIT A

SEIMENS CONTRACT

FAYETTE COUNTY GOVERNMENT BUILDINGS

COURTHOUSE, JAIL, JAIL ANNEX and LIBRARY

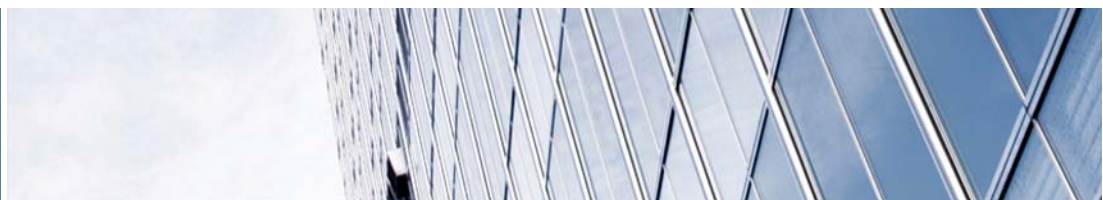


Advantage Services[®]

**Building Automation Service Agreement
Fayette Co Government Buildings
Courthouse, Jail, Jail Annex and Library**

July 27, 2015

SIEMENS



Advantage Services

Building Automation Service Agreement
Fayette Co Government Buildings
Courthouse, Jail, Jail Annex and Library

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Current Situation & Changes to Previous Contract Scope

Fayette County upgraded all their Field Panel Controllers in the summer of 2013 to state of the PXC series DDC controllers. Siemens extended the warranty period for these controllers for a total of 2 full years. This warranty will end in June of 2015.

Siemens installed Differential Pressure Monitors for the 4 isolation rooms located in the Jail infirmary. We include annual sensor calibration of these new devices in the updated Agreement.

1.3 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Customer Support Services

Scheduled Visits

Under this agreement we shall provide (2) 8-hour visits for (6) months of the year and (1) 8-hour visit the remaining (6) months of the year for a total of (18) 8-hour visits. During these visits we will complete the preventive maintenance tasks described herein. After completion of the PM task owner may direct the specialist to complete small tasks within the allotted monthly scheduled visit. This work shall be scheduled in advance with the service account engineer and/or service coordinator.

In addition to this we include (24) hours of additional service technician time for owner directed tasks. These tasks shall be utilized in 4 or 8 hour increments.

2.1.2 Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system

files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

Preventive Maintenance

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

2.1.3 System Performance Updates & Upgrades

Software Support and Updates

Siemens will provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Workstation Upgrades

Workstation technology (personal computers, monitors, printers...) continued to evolve quickly, becoming obsolete every few years. Through Workstation Upgrades, you will extend the life of your HVAC Control System investment, without using capital investment dollars to keep your workstation technology current. As part of this

service, we will provide the use of a workstation and will replace the technology every 3 years within the term of this contract. Replacement technology will conform to Siemens current standard configuration based on the facility's existing revision of Apogee or Pre-Apogee software and firmware. The workstation included under this service, along with specifications for that equipment, is itemized in the List of Maintained Equipment.

3 Service Implementation Plan

3.1 Maintained Equipment Table

Equipment Served	Total Quantity	Replace / Repair Coverage	Upgrade / Year	PM / Year
Insight Server License	1	y	1	1
Insight Client License	2	y	1	1
System Backup	2	n/a	n/a	2
PC and Monitor	3	y	**	1
PXC Modular with Modbus Driver	1	y	n/a	1
PXC Modular	6	y	n/a	1
PXC Compact 36	9	y	n/a	1
BIM	5	y	n/a	1
Digital Energy Monitor	6	y	n/a	1
TEC (VAV)	70	y	n/a	1
TEC (PIU)	110	y	n/a	1
TEC (RTU/MAU)	32	y	n/a	1
Room Temp Sensor	208	y	n/a	1
Room RH Sensor	2	y	n/a	1
Duct Temp Sensor (PIU)	112	y	n/a	1
Duct Temp Sensor (RTU/MAU)	194	y	n/a	1
Well Temp Sensor	4	y	n/a	1
Diff Pressure Sensor AHU's (air)	29	y	n/a	1
Diff Pressure Sensor HW Plant (water)	1	y	n/a	1
CO2 Sensor	26	y	n/a	1
OA Sensor	2	y	n/a	1
Damper Actuators (Terminal Units)	179	y	n/a	1
Low Temp Detector	11	y	n/a	1
CHW/HW Actuator	2	y	n/a	1
Isolation Room Differential Pressure Sensor	4	y	n/a	1
Trunk Interface	4	y	n/a	1

** PC's will be upgraded in the month of May 2018

3.2 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Mark A. Sherry - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Everette Winkles - Service Account Engineer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Rick Adam - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Chylene Wallace - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
1745 Corporate Drive #240
Norcross, GA 30093

Fayette Co Justice Center - Courthouse
One Center Drive
Fayetteville, GA 30214

Clarifications:

1. This revised pricing below is contingent upon Fayette County contracting Siemens for both this Building Automation Services contract (#2600065672) renewal and adding the new Mechanical Services contract agreement dated 6-25-2015 for a 5 year period.
2. Siemens Industry, Inc. shall provide the services as outlined in the attached proposal and the attached terms and conditions.
3. Services shall be provided at Courthouse, Jail and Jail Annex located at One Center Drive and the county Library at 1821 Heritage Parkway, Fayetteville, GA 30214.
4. Any applicable sales taxes are included in the price of this proposal.
5. Prices quoted in this proposal are firm for 30 days.
6. This agreement shall remain in effect for an Initial Term of 3 Year beginning 7/1/2015 and from year to year thereafter.
7. All billings shall be made at beginning of cycle.
8. Please indicate which billing option you desire from below by circling and initialing the option.

Billing Options				
	Option 1	Option 2	Option 3	Option 4
	(1) Annual Payment of	(2) Semi-annual Payments of	(4) Quarterly Payments of	(12) Monthly Payments of
7-1-15 thru 6-30-16	\$58,457.00	\$29,521.00	\$14,907.00	\$5,018.00
7-1-16 thru 6-30-17	\$60,211.00	\$30,407.00	\$15,354.00	\$5,169.00
7-1-17 thru 6-30-18	\$62,018.00	\$31,320.00	\$15,815.00	\$5,324.00
Total Investment over 3 years	\$180,686.00	\$182,496.00	\$184,304.00	\$186,132.00
Billing Terms Accepted (please initial under one option)				

Proposal accepted by:

Print Name and Title

Signature Date

P.O.# _____

- ☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.
- Or
- ☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Proposal submitted by:
Mark A. Sherry

Sr. Account Executive
Siemens Industry, Inc.

Signature Date

Scott Brady

Branch Manager
Atlanta

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

Siemens Industry, Inc., Building Technologies Division

Service Only 2009

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDS or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

CONFIDENTIAL & PROPRIETARY

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc., Building Technologies, Atlanta Branch

Rates effective May 1, 2015

Please note: Rates shown are subject to change.

LABOR RATES

Standard Labor Rates: (Per Hour)	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Spec.	\$150.00	\$225.00	\$300.00
Fire/Life Safety Spec.	\$135.00	\$202.50	\$270.00
Security Spec.	\$145.00	\$217.50	\$290.00
Electrical Services Technician	\$200.00	\$300.00	\$400.00
Service Mechanic	\$127.50	\$191.25	\$255.00
Account Engineer/PM	\$206.00	\$309.00	\$412.00

Only Customers with an active Service Agreement will be eligible for the preferred customer labor rates.

Preferred Customer Labor Rates: (Per Hour)	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Spec.	\$120.00	\$180.00	\$240.00
Fire/Life Safety Specialist	\$108.00	\$162.00	\$216.00
Security Spec.	\$116.00	\$174.00	\$232.00
Electrical Services Technician	\$160.00	\$240.00	\$320.00
Service Mechanic	\$102.00	\$153.00	\$204.00
Account Engineer/PM	\$165.00	\$247.50	\$330.00

Appendix A. (cont.)

CONFIDENTIAL & PROPRIETARY

Minimum Charge: Service involving travel to the customer site will incur a four-hour minimum labor charge and \$0.90 per mile vehicle charge. Mileage charges will be limited to \$45.00 within a 50 mile radius of the city hall of Atlanta. A Trip charge of \$60 will be included on each on site invoice. Service for on-line support will incur a two-hour minimum labor charge.

Material Pricing

Automation

Material Rates: Standard Pricing: APOGEE – List x 0.6, Field Devices – List x 0.5.
Preferred Customer Pricing (Active Service Agreement): APOGEE – List x 0.4, Field Devices – List x 0.5.

Training Discount: Customers with an active Service Agreement will benefit from a 5% discount off the standard pricing for Siemens Building Technologies Training. Classes are restricted by minimum level requirements.

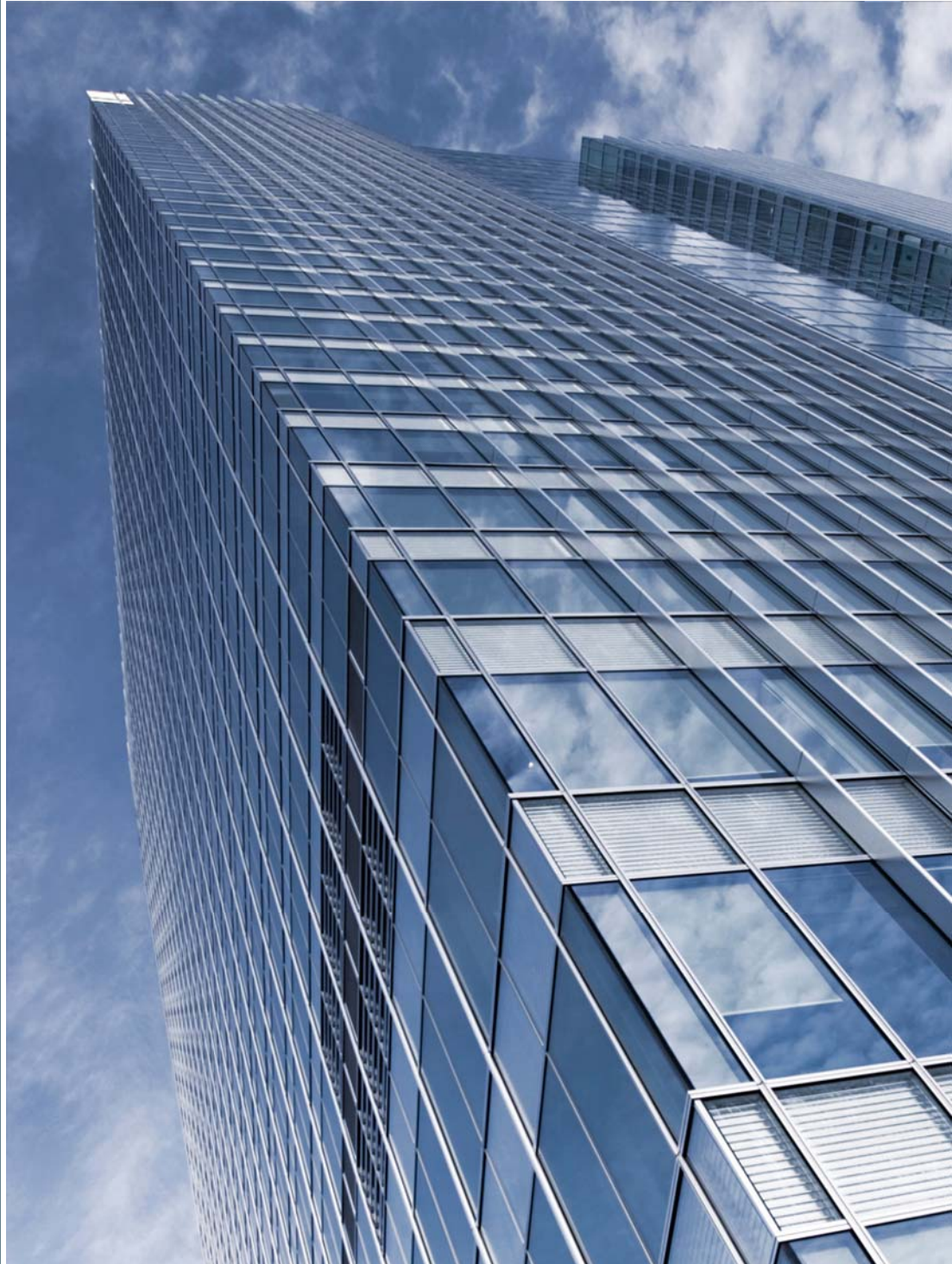
Fire Life Safety

Material Rates: Customers with an active Service Agreement will benefit from a discount off the standard pricing for Siemens Building Technologies products in the Life Safety Pricing Guide. Customers with a service agreement will receive "Trade Net" pricing. Customers without a Service Agreement will pay "User Net" pricing.

EXHIBIT B

SEIMENS CONTRACT

FAYETTE COUNTY JAIL AND SHERIFF'S OFFICE



Advantage Services[®]

**Mechanical Service Agreement
Fayette Co Jail & Sheriff's Office**

August 7, 2015

SIEMENS



Advantage Services

**Mechanical Service Agreement for
Fayette Co Jail & Sheriff's Office**

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 HVAC SERVICES

2.1.1 Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Annual Maintenance

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of your equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section of this service agreement.

HVAC Air Filter Changing Service

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

Through this service we will improve airflow across condenser coils, and improve heat transfer. This service will extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Evaporator Coil Cleaning

We will clean your air handling unit evaporator coils to help to improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between your staff and us. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner or other device that allows us to properly clean the coil. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Operating Inspection

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

3 Service Implementation Plan

3.1 Maintained Equipment

Building	Qty	Equipment Type	Description	Manufacturer
Jail	3	Packaged RTU's VAV	Belt Drive	Trane
Jail	6	Packaged RTU's CV	Belt Drive	Trane
Jail	9	Packaged RTU's CV	Direct Drive	Trane
Jail	6	Packaged RTU's	Belt Drive	Aaon
Jail	1	Energy Recovery Unit	Belt Drive	Des Champs
Jail	1	Makeup Air Unit	Heat only	Reznor
Jail	1	Makeup Air Unit	Heat/Cool	Reznor
Jail	21	Terminal Units	PIU	Redd-I
Jail	1	Split System AC Unit	Ductless Cooling Only	Trane
Jail	21	Exhaust Fan	Belt Drive	Loren Cook
Jail	1	Supply Fan	Belt Drive / Filtered	Loren Cook
Building A / B	1	Air Handling Unit CHW	Variable Volume	York
Building A / B	1	Air Cooled Chiller	70 ton	York
Building A / B	4	Packaged RTU's VAV	Belt Drive	Trane
Building A / B	44	Terminal Units	PIU	Redd-I
Building A / B	8	Exhaust Fan	Belt Drive	Loren Cook
Building C	3	Packaged RTU's CV	Belt Drive	Carrier
Building C	1	Split System	Direct Drive	Carrier

3.2 Equipment Tasking

We shall perform maintenance tasks annually with frequency as noted in this table:

	RTU's	ERU	MUA	PIU's	Split System	Exhaust Fan	Supply Fan	AHU	Chiller
Check General Operation	4	4	4	2	4	1	4	4	4
Change Filters	4	4	4	2	4		4	4	
Check / Change Fan Belt	4	4	4			1	4	4	
Check Refrigerant Charge	4	4	4		4				4
Check/Clean Evaporator Drain	4	4	4		4			4	
Clean Condenser Coil	1	1	1		1				1
Clean Evaporator Coil	0.333	0.333	0.333					0.333	

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Mark A. Sherry - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Brian Jonas - Service Account Engineer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Steve Roth – Primary Service Mechanic is responsible for performing the ongoing service of your system.

Rick Adam - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Gigi - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
1745 Corporate Drive #240
Norcross, GA 30093

Fayette Co Jail and Sheriff's Office
145 and 155 Johnson Ave
Fayetteville, GA 30214

Clarifications

1. This revised pricing below is contingent upon Fayette County contracting Siemens for both this new Mechanical Services contract and renewing the Building Automation Services contract (#2600065672) per agreement dated 8-7-2015 for a 3 year period.
2. All material including filters, belts, cleaner, etc. shall be supplied by owner.
3. We shall dispose of dirty filters in owner's dumpster.
4. City water for coil cleaning shall be provided by owner.
5. Siemens Industry, Inc. shall provide the services as outlined in the attached proposal and the attached terms and conditions.
6. Services shall be provided at 145 & 155 Johnson Ave, Fayetteville, GA 30214.
7. Any applicable sales taxes are included in the price of this proposal.
8. Prices quoted in this proposal are firm for 30 days.
9. This agreement shall remain in effect for an Initial Term of 3 Year beginning 7/1/2015 and from year to year thereafter.
10. All billings shall be made at beginning of cycle.
11. Please indicate which billing option you desire by circling and initialing the option on the following page.

Pricing Recap - Please indicate which billing option you desire by circling and initialing the option.

Billing Options				
	Option 1	Option 2	Option 3	Option 4
	(1) Annual Payment of	(2) Semi-annual Payments of	(4) Quarterly Payments of	(12) Monthly Payments of
7-1-2015 thru 6-31-2016	\$26,900.00	\$13,585.00	\$6,860.00	\$2,309.00
7-1-2016 thru 6-31-2017	\$27,707.00	\$13,993.00	\$7,066.00	\$2,379.00
7-1-2017 thru 6-31-2018	\$28,539.00	\$14,413.00	\$7,278.00	\$2,450.00
Total Investment over 3 years	\$83,146.00	\$83,982.00	\$84,816.00	\$85,656.00
Billing Terms Accepted (please initial under one option)				

Proposal accepted by:

Proposal submitted by:

Mark A. Sherry
Account Executive
Siemens Industry, Inc.

Signature Date

Signature Date

P.O.# _____

Scott Brady

☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Branch Manager
Atlanta

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

GENERAL TERMS AND CONDITIONS (SERVICE)

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal, Advantage Services Agreement, or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the services identified in the Document (the "Services") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 9.2), and Work Product Deliverables (as defined in Section 9.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Services (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Services.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.8 AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE DOCUMENT.

1.9 This Agreement is non-cancellable during the Initial Term. Either party, however, may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of its intent not to renew.

1.10 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between

Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered Equipment" shall mean the equipment expressly identified in the Document upon which Services will be performed. Customer represents at the commencement of this Agreement that, with the exception of Covered Equipment that is an Equipment Deliverable under this Agreement, if any, all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If a fire or life safety system is included as part of the Covered Equipment and does not comply with all applicable codes or if removal of any item of Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take all necessary corrective action, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than Siemens or a person authorized by Siemens, Customer shall immediately notify Siemens in writing, and Siemens reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by Siemens

3.1 Siemens shall only perform the Services identified in this Agreement. Siemens is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.2 Siemens shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.3 Siemens shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or re-commissioning that Siemens reasonably deems necessary; (b) notify Siemens of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events, Siemens may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.4 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. Siemens will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of Siemens, except Hazardous Materials (as defined in Section 10.1), which under all circumstances remain the property and responsibility of Customer.

3.5 The Services shall be performed in a manner consistent with

GENERAL TERMS AND CONDITIONS (SERVICE)

the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Siemens, the documents prepared for the Customer represent Siemens' best judgment based on Siemens' experience and the information reasonably available to Siemens at the time that the Services are performed. Customer acknowledges that Siemens does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) other contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by Siemens as part of the Services provided hereunder.

3.7 In the event Energy Management & Controlling ("EMC") is expressly included, Siemens will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
- (b) Provide or arrange without cost all reasonable provisions, means and access for Siemens to the Covered Equipment;
- (c) Permit Siemens to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
- (d) Furnish Siemens with all available information pertinent to the Services;
- (e) Obtain and furnish to Siemens all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Siemens has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify Siemens promptly of any site conditions requiring special care; and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Siemens has expressly agreed in this Agreement to give;
- (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to Siemens any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained herein is proprietary to Siemens and Customer shall not disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their

work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the Covered Equipment any device that interferes with the Services or the proper operation of the Covered Equipment.

Article 5: Compensation

5.1 THE ANNUAL FEE IS NON- REFUNDABLE EXCEPT AS MAY BE PROVIDED HEREIN.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the scope section of the Document. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during Siemens' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 Siemens shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the agreed start date and annually thereafter on the anniversary of such start date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with Siemens, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer shall pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to Siemens.

GENERAL TERMS AND CONDITIONS (SERVICE)

5.4 Except to the extent expressly identified in this Agreement, Siemens' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of this Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Services, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, Siemens shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by Siemens hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by Siemens. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against Siemens for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.9 herein.

7.2 To the extent that Equipment is a Deliverable as part of the Services under this Agreement, Equipment manufactured by Siemens or bearing its nameplate shall be warranted for the earlier of one (1) year from the date of first beneficial use or from the date of installation to be free from defects. To the extent that Software is a Deliverable as part of the Services for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement (EULA) accompanying such Software, or (ii), if no EULA

accompanies such Software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.3 The limited warranties set forth in Sections 7.1. and 7.2 respectively, will be void as to, and shall not apply to, any Services, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident, by Customer or others; (iii) damaged because of any use of the Equipment after Customer has, or should have knowledge of any defect in the Equipment.

7.4 Any claim under the limited warranties granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. As to the Equipment, Customer's sole and an exclusive remedy for any Equipment found to be defective during the warranty period is repair or replacement of the parts or components found to be defective.

7.5 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.6 Customer hereby, for it and any parties claiming under it, releases and discharges Siemens from any liability arising out of all hazards covered by Customer's insurance. All claims against Siemens arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.7 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER

GENERAL TERMS AND CONDITIONS (SERVICE)

MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT CUSTOMER'S SOLE RISK.

7.8 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.9 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by Siemens from Customer under this Agreement.

7.10 Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation under the warranty hereunder.

7.11 The parties acknowledge that the price which Siemens has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Limitations of Maintenance or Service Obligations

8.1 Unless agreed otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Covered Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Covered Equipment other than by Siemens or its agents.

8.2 Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Covered Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically

stated in the Document; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

8.3 Siemens is not responsible for repairs, replacements or services to Covered Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: License and Intellectual Property

9.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Services performed by Siemens under this Agreement ("*Work Product Deliverables*") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

9.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Services ("*Instruments*") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

9.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Services under this Agreement; or, (iii) if developed while performing the Services under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Services to be provided to the Customer or where such Services comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "*Siemens Pre-existing Intellectual Property*") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates,

GENERAL TERMS AND CONDITIONS (SERVICE)

specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

9.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Services and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Services are provided.

9.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Services or any other project or purpose, without Siemens' prior express written consent.

9.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

9.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

9.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing the Services under this Agreement.

Article 10: Hazardous Materials Provisions

10.1 The Services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by Siemens before

its obligations hereunder shall continue.

10.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, Siemens shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, Siemens shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

10.3 Customer warrants that, prior to the execution of this Agreement, it shall notify Siemens in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

10.4 Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 11: Import / Export Indemnity

Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer shall not, at any time, either directly or indirectly, use, export, sell, transfer, assign or otherwise dispose of such Covered Equipment or Services in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER SHALL INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO THE CUSTOMER'S NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 12: Small Business Concern

Siemens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Siemens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

CONFIDENTIAL & PROPRIETARY

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc., Building Technologies, Atlanta Branch

Rates effective May 1, 2015

Please note: Rates shown are subject to change.

LABOR RATES

Standard Labor Rates: (Per Hour)	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Spec.	\$150.00	\$225.00	\$300.00
Fire/Life Safety Spec.	\$135.00	\$202.50	\$270.00
Security Spec.	\$145.00	\$217.50	\$290.00
Electrical Services Technician	\$200.00	\$300.00	\$400.00
Service Mechanic	\$127.50	\$191.25	\$255.00
Account Engineer/PM	\$206.00	\$309.00	\$412.00

Only Customers with an active Service Agreement will be eligible for the preferred customer labor rates.

Preferred Customer Labor Rates: (Per Hour)	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Spec.	\$120.00	\$180.00	\$240.00
Fire/Life Safety Specialist	\$108.00	\$162.00	\$216.00
Security Spec.	\$116.00	\$174.00	\$232.00
Electrical Services Technician	\$160.00	\$240.00	\$320.00
Service Mechanic	\$102.00	\$153.00	\$204.00
Account Engineer/PM	\$165.00	\$247.50	\$330.00

Appendix A. (cont.)

CONFIDENTIAL & PROPRIETARY

Minimum Charge: Service involving travel to the customer site will incur a four-hour minimum labor charge and \$0.90 per mile vehicle charge. Mileage charges will be limited to \$45.00 within a 50 mile radius of the city hall of Atlanta. A Trip charge of \$60 will be included on each on site invoice. Service for on-line support will incur a two-hour minimum labor charge.

Material Pricing

Automation

Material Rates: Standard Pricing: APOGEE – List x 0.6, Field Devices – List x 0.5.
Preferred Customer Pricing (Active Service Agreement): APOGEE – List x 0.4, Field Devices – List x 0.5.

Training Discount: Customers with an active Service Agreement will benefit from a 5% discount off the standard pricing for Siemens Building Technologies Training. Classes are restricted by minimum level requirements.

Fire Life Safety

Material Rates: Customers with an active Service Agreement will benefit from a discount off the standard pricing for Siemens Building Technologies products in the Life Safety Pricing Guide. Customers with a service agreement will receive "Trade Net" pricing. Customers without a Service Agreement will pay "User Net" pricing.

COUNTY AGENDA REQUEST

Department: Finance Department

Presenter(s): Chief Financial Officer Mary S. Parrott

Meeting Date: Thursday, September 10, 2015

Type of Request: Consent

Wording for the Agenda:

Approval of staff's recommendation to adopt a final supplemental budget adjustment for the fiscal year ended June 30, 2015, and authorization to adjust and close completed Capital Improvement Projects within the Capital Improvement Projects program moving those remaining funds to project contingency.

Background/History/Details:

Georgia law requires a final balanced budget be adopted by County Governments for its governmental funds. Staff is recommending a supplemental budget adjustment for each fund and each department with an unfavorable variance between the current budget and actual expenditures. These supplemental budget adjustments must be approved by the Board of Commissioners and posted to the budget ledger before the accounting records can be closed and the auditors can begin their fieldwork for the fiscal year audit.

Approval of staff's recommendation to adjust and close completed Capital Improvement projects within the CIP program moving those remaining funds to project contingency.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to adopt a final supplemental budget adjustment for the fiscal year ended June 30, 2015, and authorization to adjust and close completed Capital Improvement Projects within the Capital Improvement Projects program moving those remaining funds to project contingency.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? Yes

If so, when? Annually

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

PRELIMINARY - UNAUDITED**FAYETTE COUNTY, GEORGIA****GOVERNMENTAL FUNDS****SCHEDULE OF BUDGET-TO-ACTUAL WITH PROPOSED ADJUSTMENT INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

	ORIGINAL ADOPTED	AMENDED BUDGET TO DATE	PRELIMINARY YEAR END ACTUALS	FAVOR (UNFAV) VARIANCE	PROPOSED BUDGET ADJUSTMENTS
GENERAL FUND					
<i>FUNDING SOURCES:</i>					
Revenues	\$ 47,303,119	\$ 47,297,477	\$ 46,574,418	\$ (723,059)	\$ (600,057)
Appropriated Fund Balance:					
Operations	-	-	-	-	-
TOTAL FUNDING SOURCES	\$ 47,303,119	\$ 47,297,477	\$ 46,574,418	\$ (723,059)	\$ (600,057)
<i>FUNDING USES:</i>					
APPROPRIATIONS					
General Government:	\$ 8,999,243	\$ 8,961,676	\$ 8,442,601	\$ 519,075	\$ 11,742
Non-Departmental	\$ 916,619	\$ 920,285	\$ 947,056	\$ (26,771)	\$ 27,000
Commissioners	537,945	544,635	449,345	95,290	(70,894)
Administration	345,066	351,066	343,109	7,957	-
Elections	540,173	540,173	463,544	76,629	(4,182)
Finance	1,102,431	1,062,431	999,076	63,355	(10,473)
Purchasing	198,490	198,490	198,516	(26)	30
Law Department	305,000	305,000	240,457	64,543	-
Information Systems	887,092	894,592	795,059	99,533	(9,959)
Human Resources	393,388	398,538	380,512	18,026	-
Tax Commissioner	1,078,479	1,079,026	1,039,686	39,340	(13,046)
Tax Assessor	850,998	900,998	831,827	69,171	(10,645)
Bldgs & Grounds Maintenance	1,584,835	1,587,835	1,578,707	9,128	103,911
Engineering Office	258,727	178,607	175,707	2,900	-
Judicial:	\$ 4,863,034	\$ 5,012,199	\$ 4,895,186	\$ 117,013	\$ 6
Non-Departmental	\$ 225,278	\$ 225,278	\$ 227,972	\$ (2,694)	\$ 2,700
Judges, Court Reporter	284,663	286,563	302,505	(15,942)	16,000
Clerk of Superior Court	1,271,004	1,303,857	1,259,857	44,000	(11,789)
District Attorney	330,140	330,140	325,904	4,236	-
Clerk of State Court	287,655	287,655	282,211	5,444	-
State Court Solicitor	598,895	599,333	564,737	34,596	(6,026)
State Court Judge	350,693	351,277	341,375	9,902	-
Magistrate Court	415,833	420,098	411,613	8,486	(9,317)
Probate Court	352,541	353,866	351,485	2,381	-
Juvenile Court	261,529	369,329	342,726	26,603	8,438
Public Defender	484,803	484,803	484,803	-	-

PRELIMINARY - UNAUDITED**FAYETTE COUNTY, GEORGIA****GOVERNMENTAL FUNDS****SCHEDULE OF BUDGET-TO-ACTUAL WITH PROPOSED ADJUSTMENT INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

	ORIGINAL ADOPTED	AMENDED BUDGET TO DATE	PRELIMINARY YEAR END ACTUALS	FAVOR (UNFAV) VARIANCE	PROPOSED BUDGET ADJUSTMENTS
Public Safety:	\$ 18,726,011	\$ 18,765,083	\$ 18,402,178	\$ 362,905	\$ (22,504)
Non-Departmental	\$ 1,078,394	\$ 1,089,982	\$ 1,065,984	\$ 23,998	\$ -
Sheriff's Office - Admin	2,003,295	2,003,779	1,980,027	23,752	(20,339)
Sheriff's Office - CID	2,765,502	2,765,502	2,664,959	100,543	31,021
Sheriff's Office - Field Op	5,795,264	5,795,264	5,641,643	153,621	(77,578)
Sheriff's Office - Jail	6,319,929	6,319,929	6,283,002	36,927	17,621
County Coroner	85,166	85,166	95,345	(10,179)	10,180
Animal Control	346,121	373,121	354,834	18,287	16,591
Emergency Management	332,340	332,340	316,384	15,956	-
Public Works:	\$ 6,148,544	\$ 6,593,613	\$ 5,168,015	\$ 1,425,598	\$ (876,102)
Public Works Admin	\$ 210,419	\$ 210,419	\$ 180,157	\$ 30,262	\$ -
Road Department	4,976,864	5,336,753	4,017,742	1,319,011	(932,674)
Environmental Management	399,285	399,285	368,112	31,174	(4,181)
Fleet Maintenance	561,976	647,156	602,005	45,151	60,753
Health and Welfare	\$ 823,649	\$ 823,649	\$ 820,891	\$ 2,758	\$ -
Public Health	\$ 335,770	\$ 335,770	\$ 335,770	\$ -	\$ -
Fayette Counseling Center	125,380	125,380	125,380	-	-
Dept of Family & Child Svs	39,325	39,325	39,325	-	-
Fayette Community Options	59,270	59,270	59,270	-	-
Fayette Factor Family Connect	45,000	45,000	45,000	-	-
Senior Citizen Center	199,556	199,556	196,798	2,758	-
Youth Protection	19,348	19,348	19,348	-	-
Culture and Recreation	\$ 2,148,510	\$ 2,148,510	\$ 2,052,487	\$ 96,023	\$ 26,830
Recreation	\$ 1,140,742	\$ 1,140,742	\$ 1,039,871	\$ 100,871	\$ 21,074
Library	1,007,768	1,007,768	1,012,616	(4,848)	5,756
Housing & Development:	\$ 1,269,934	\$ 1,269,934	\$ 1,072,343	\$ 197,591	\$ (137,922)
County Extension	\$ 130,950	\$ 130,950	\$ 115,280	\$ 15,670	\$ -
Georgia Forestry Comm'n	3,336	3,336	3,336	-	-
Permits & Inspections	696,850	696,850	529,977	166,873	(138,906)
Planning & Zoning	227,603	227,603	220,689	6,914	-
Code Enforcement	99,059	99,059	89,943	9,116	-
Development Authority	112,136	112,136	113,118	(982)	984
Debt Service:	\$ 3,263,717	\$ 3,263,717	\$ 3,263,656	\$ 61	\$ -
Criminal Justice Center	\$ 3,263,717	\$ 3,263,717	\$ 3,263,656	\$ 61	\$ -
Operating Transfers Out:	\$ 530,000	\$ 672,791	\$ 753,959	\$ (81,168)	\$ 61,168
Operating Transfers	\$ 530,000	\$ 672,791	\$ 753,959	\$ (81,168)	\$ 61,168
TOTAL APPROPRIATIONS	\$ 46,772,642	\$ 47,511,172	\$ 44,871,316	\$ 2,639,856	\$ (936,782)
NET IMPACT TO FUND BALANCE			\$ 1,703,101		

PRELIMINARY - UNAUDITED**FAYETTE COUNTY, GEORGIA****GOVERNMENTAL FUNDS****SCHEDULE OF BUDGET-TO-ACTUAL WITH PROPOSED ADJUSTMENT INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

	<u>ORIGINAL ADOPTED</u>	<u>AMENDED BUDGET TO DATE</u>	<u>PRELIMINARY YEAR END ACTUALS</u>	<u>FAVOR (UNFAV) VARIANCE</u>	<u>PROPOSED BUDGET ADJUSTMENTS</u>
FIRE FUND					
Revenues	\$ 8,520,900	\$ 8,561,843	\$ 8,987,670	\$ 425,827	\$ 105,140
APPROPRIATIONS					
Public Safety	\$ 8,611,571	\$ 8,857,956	\$ 8,670,495	\$ 187,461	\$ 42,225
Fund Balance Impact:	\$ (90,671)	\$ (296,113)	\$ 317,174	\$ 613,287	\$ 147,365
EMS FUND					
Revenues	\$ 3,093,450	\$ 3,099,631	\$ 3,030,876	\$ (68,755)	\$ (56,001)
APPROPRIATIONS					
Public Safety	\$ 3,089,478	\$ 3,089,478	\$ 3,054,372	\$ 35,106	\$ -
Fund Balance Impact:	\$ 3,972	\$ 10,153	\$ (23,496)	\$ (33,649)	\$ (56,001)
E-911 FUND					
Revenues	\$ 3,319,200	\$ 3,342,610	\$ 3,409,480	\$ 66,870	\$ 5,499
APPROPRIATIONS					
Public Safety	\$ 3,426,056	\$ 3,449,899	\$ 3,143,015	\$ 306,884	\$ 25,194
Fund Balance Impact:	\$ (106,856)	\$ (107,289)	\$ 266,465	\$ 373,754	\$ 30,693
Law Library Surcharge Fund					
Revenues	\$ 62,160	\$ 62,160	\$ 56,499	\$ (5,661)	\$ 5,661
APPROPRIATIONS					
Judicial	\$ 62,160	\$ 62,160	\$ 61,511	\$ 649	\$ -
Fund Balance Impact:	\$ -	\$ -	\$ (5,013)	\$ (5,013)	\$ 5,661

PRELIMINARY - UNAUDITED**FAYETTE COUNTY, GEORGIA****GOVERNMENTAL FUNDS****SCHEDULE OF BUDGET-TO-ACTUAL WITH PROPOSED ADJUSTMENT INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

	<u>ORIGINAL ADOPTED</u>	<u>AMENDED BUDGET TO DATE</u>	<u>PRELIMINARY YEAR END ACTUALS</u>	<u>FAVOR (UNFAV) VARIANCE</u>	<u>PROPOSED BUDGET ADJUSTMENTS</u>
Jail Surcharge Fund					
Revenues	\$ 310,000	\$ 310,000	\$ 311,631	\$ 1,631	\$ -
APPROPRIATIONS					
Judicial	\$ 310,000	\$ 310,000	\$ 394,322	\$ (84,322)	\$ 84,322
Fund Balance Impact:	\$ -	\$ -	\$ (82,690)	\$ (82,690)	\$ (84,322)

Juvenile Supervision Surcharge Fund					
Revenues	\$ 16,000	\$ 16,000	\$ 16,246	\$ 246	\$ -
APPROPRIATIONS					
Judicial	\$ 24,908	\$ 24,908	\$ 16,441	\$ 8,467	\$ -
Fund Balance Impact:	\$ (8,908)	\$ (8,908)	\$ (195)	\$ 8,713	\$ -

Victims Assistance Surcharge Fund					
Revenues	\$ 129,395	\$ 129,395	\$ 148,050	\$ 18,655	\$ -
APPROPRIATIONS					
Judicial	\$ 129,395	\$ 129,395	\$ 129,395	\$ -	\$ -
Fund Balance Impact:	\$ -	\$ -	\$ 18,655	\$ 18,655	\$ -

Drug Abuse & Treatment Fund					
Revenues	\$ 352,256	\$ 352,256	\$ 443,143	\$ 90,887	\$ 2,788
APPROPRIATIONS					
Judicial	\$ 352,256	\$ 352,256	\$ 323,609	\$ 28,647	\$ 2,788
Fund Balance Impact:	\$ -	\$ -	\$ 119,534	\$ 119,534	\$ -

PRELIMINARY - UNAUDITED**FAYETTE COUNTY, GEORGIA****GOVERNMENTAL FUNDS****SCHEDULE OF BUDGET-TO-ACTUAL WITH PROPOSED ADJUSTMENT INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

	<u>ORIGINAL ADOPTED</u>	<u>AMENDED BUDGET TO DATE</u>	<u>PRELIMINARY YEAR END ACTUALS</u>	<u>FAVOR (UNFAV) VARIANCE</u>	<u>PROPOSED BUDGET ADJUSTMENTS</u>
State Confiscated Fund					
Revenues	\$ 17,900	\$ 17,900	\$ 46,606	\$ 28,706	\$ 10,160
APPROPRIATIONS					
Public Safety	\$ 17,900	\$ 17,900	\$ 28,060	\$ (10,160)	\$ 10,160
Fund Balance Impact:	\$ -	\$ -	\$ 18,546	\$ 18,546	\$ -
U S Customs Fund					
Revenues	\$ -	\$ -	\$ 1,418,533	\$ 1,418,533	\$ 1,418,532
APPROPRIATIONS					
Public Safety	\$ -	\$ -	\$ 241,934	\$ (241,934)	\$ 241,939
Fund Balance Impact:	\$ -	\$ -	\$ 1,176,598	\$ 1,176,598	\$ 1,176,593
Federal Confiscated Fund					
Revenues	\$ -	\$ -	\$ 384,399	\$ 384,399	\$ 384,399
APPROPRIATIONS					
Public Safety	\$ -	\$ -	\$ 253,610	\$ (253,610)	\$ 253,621
Fund Balance Impact:	\$ -	\$ -	\$ 130,789	\$ 130,789	\$ 130,778
Street Lights Fund					
Revenues	\$ 325,000	\$ 325,000	\$ 348,075	\$ 23,075	\$ -
APPROPRIATIONS					
Public Safety	\$ 325,000	\$ 325,000	\$ 307,632	\$ 17,368	\$ -
Fund Balance Impact:	\$ -	\$ -	\$ 40,443	\$ 40,443	\$ -

FAYETTE COUNTY, GEORGIA								
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS								
FOR FISCAL YEAR ENDED JUNE 30, 2015								
	FUND / DEPARTMENT	ORG	OBJ	Proj	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Inc. (Dec.)
1.	Donation of \$500 to the Sheriff's Office for work conducted by the Criminal Investigations Division - increase to GF fund balance.							
	General Fund	10010003	371001		Donations/Miscellaneous		500	500
						-	500	500
2.	A \$10,000 donation from Peachtree City Water & Sewer and a \$5,000 partial donation from Peachtree City was received for project 5535A Aerial Photography. Remaining \$5,000 from Peachtree City is a receivable. Increase revenue for money received and decrease funding required from the General Fund - increase to GF fund balance.							
	CIP Fund	37510535	371001	5535A	Donations/Misc		20,000	20,000
	CIP Fund	37510535	390100	5535A	Transfer from General Fund		(20,000)	(20,000)
						-	-	-
3.	To close fund 227 Juvenile Offenders Grant Fund and transfer remaining \$140.74 to the General Fund - decrease to Juvenile Offenders Grant fund and increase to GF fund balance.							
	Juvenile Offenders Grant Fund	22790110	610100		Transfer to General Fund	141		(141)
	General Fund	10000001	390227		Transfer from Juvenile Grant		141	141
						141	141	-
4.	Donations received in memory of Marta Griffiths to be used for the purchase of books and materials - zero net effect to GF fund balance.							
	General Fund	10060003	371005		Donations/Library		545	545
	Library	10060500	531441		Subscriptions, Books, & Mags	545		(545)
						545	545	-
5.	Donation received by Animal Control restricted to be used for medical services - zero net effect to GF fund balance							
	General Fund	10030003	371009		Donation-Restricted		100	100
	Animal Control	10030910	521216		Medical Services	100		(100)
						100	100	-
6.	Donation received by Griffin Circuit Drug Court restricted to Judge Schell Memorial - zero net effect to Drug Abuse & Treatment fund balance.							
	Griffin Circuit - Drug Court	21950003	371009		Donate-Restricted-Schell		2,788	2,788
	Griffin Circuit - Drug Court	21950610	523930		Assistance Schell Memorial	2,788		(2,788)
						2,788	2,788	-
7.	Donation received by Animal Control - increase to GF fund balance.							
	General Fund	10030003	371002		Donations/Animal Control		6,000	6,000
						-	6,000	6,000
8.	Additional grant money received by Juvenile Court under JJIG program - zero net effect to GF fund balance.							
	General Fund	10020003	334219		Grants		8,438	8,438
	Juvenile Court	10020600	521316		Technical Services	8,438		(8,438)
						8,438	8,438	-
9.	To transfer proportionate share of TAVT collections to E911, Fire, and EMS - decrease to GF and increase to E911, Fire Services, and EMS fund balances.							
	General Fund	10090110	610215	TAVT	Transfer to E911	5,499		(5,499)
	General Fund	10090110	610270	TAVT	Transfer to Fire	62,915		(62,915)
	General Fund	10090110	610272	TAVT	Transfer to EMS	12,754		(12,754)
	E911 Fund	21500001	390100	TAVT	Transfer from General Fund		5,499	5,499
	Fire Services Fund	27000001	390100	TAVT	Transfer from General Fund		62,915	62,915
	EMS Fund	27200001	390100	TAVT	Transfer from General Fund		12,754	12,754
						81,168	81,168	-
10.	To increase expenditures budget to match higher than expected actual expenditures - decrease to State Confiscated Property fund balance.							
	State Confiscated Property	21030003	351370		State Confiscated Funds	-	10,160	10,160
	State Confiscated Property	21030390	521217		Public Relations	9,500		(9,500)
	State Confiscated Property	21030390	531300		Food/Catered Meals	660		(660)
						10,160	10,160	-

FAYETTE COUNTY, GEORGIA								
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS								
FOR FISCAL YEAR ENDED JUNE 30, 2015								
	FUND / DEPARTMENT	ORG	OBJ	Proj	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Inc. (Dec.)
11.	To setup operating budget for confiscated property fund with no original budget.							
	US Customs Fund	21100001	361000		Interest Income		201	201
	US Customs Fund	21100001	392100		Sale of General Fixed Assets		1,249,000	1,249,000
	US Customs Fund	21100001	351380		Federal Confiscated		169,331	169,331
	US Customs Fund	21130390	521217		Public Relations	5,744		(5,744)
	US Customs Fund	21130390	521316		Technical Services	17,177		(17,177)
	US Customs Fund	21130390	521318		Other Fees and Services	12		(12)
	US Customs Fund	21130390	522233		Vehicle Repair Services	9,683		(9,683)
	US Customs Fund	21130390	522236		Software Maintenance	24,593		(24,593)
	US Customs Fund	21130390	523180		Insurance and Bond Services	3,507		(3,507)
	US Customs Fund	21130390	523201		Communication Services	5,874		(5,874)
	US Customs Fund	21130390	523202		Postage	99		(99)
	US Customs Fund	21130390	523591		Lodging and Meals	23,544		(23,544)
	US Customs Fund	21130390	523592		Airfare	691		(691)
	US Customs Fund	21130390	523593		Mileage and Parking	155		(155)
	US Customs Fund	21130390	523600		Seminars and Dues	26,483		(26,483)
	US Customs Fund	21130390	531106		Communication Supplies	2,571		(2,571)
	US Customs Fund	21130390	531114		Office Supplies	7		(7)
	US Customs Fund	21130390	531116		Other Supplies	259		(259)
	US Customs Fund	21130390	531117		Safety Supplies	1,966		(1,966)
	US Customs Fund	21130390	531270		Gasoline Vendors	1,549		(1,549)
	US Customs Fund	21130390	531300		Food and Catered Meals	66		(66)
	US Customs Fund	21130390	531441		Subscriptions Books	1,190		(1,190)
	US Customs Fund	21130390	531701		Uniforms and Supplies	16,871		(16,871)
	US Customs Fund	21130390	542167		Surveillance Equipment	(6,363)		6,363
	US Customs Fund	21130390	542392		Office Equipment	2,274		(2,274)
	US Customs Fund	21130390	542410		Computer Software	11,365		(11,365)
	US Customs Fund	21130390	542420		Computer Equipment	35,036		(35,036)
	US Customs Fund	21130390	542510		Firearms and Protection	8,536		(8,536)
	US Customs Fund	21130390	542520		Safety Equipment	49,050		(49,050)
						241,939	1,418,532	1,176,593
12.	To setup operating budget for confiscated property fund with no original budget.							
	Federal Confiscated Fund	21200001	361000		Interest Income		67	67
	Federal Confiscated Fund	21200001	389002		Other/Miscellaneous		1,715	1,715
	Federal Confiscated Fund	21200001	351380		Federal Confiscated		382,617	382,617
	Federal Confiscated Fund	21230390	521214		Investigative Services	(36,575)		36,575
	Federal Confiscated Fund	21230390	521216		Medical Services	893		(893)
	Federal Confiscated Fund	21230390	521217		Public Relations	4,022		(4,022)
	Federal Confiscated Fund	21230390	521316		Technical Services	72,985		(72,985)
	Federal Confiscated Fund	21230390	522230		Repair and Maintenance	768		(768)
	Federal Confiscated Fund	21230390	522233		Vehicle Repair	1,816		(1,816)
	Federal Confiscated Fund	21230390	522235		Building Maintenance	58,105		(58,105)
	Federal Confiscated Fund	21230390	522236		Software Maintenance	200		(200)
	Federal Confiscated Fund	21230390	522310		Land and Building	6,187		(6,187)
	Federal Confiscated Fund	21230390	523201		Communication Services	109,325		(109,325)
	Federal Confiscated Fund	21230390	523202		Postage	(10,594)		10,594
	Federal Confiscated Fund	21230390	523205		Comcast	5,017		(5,017)
	Federal Confiscated Fund	21230390	523591		Lodging and Meals	21,680		(21,680)
	Federal Confiscated Fund	21230390	523592		Airfare	2,382		(2,382)
	Federal Confiscated Fund	21230390	523600		Seminars and Dues	5,718		(5,718)
	Federal Confiscated Fund	21230390	531106		Communication Supplies	301		(301)
	Federal Confiscated Fund	21230390	531111		Meal Supplies	500		(500)
	Federal Confiscated Fund	21230390	531114		Office Supplies	2,431		(2,431)
	Federal Confiscated Fund	21230390	531116		Other Supplies	678		(678)
	Federal Confiscated Fund	21230390	531117		Safety Supplies	12,027		(12,027)
	Federal Confiscated Fund	21230390	531230		Coweta Fayette	2,254		(2,254)
	Federal Confiscated Fund	21230390	531231		Georgia Power	421		(421)
	Federal Confiscated Fund	21230390	531270		Gasoline Vendors	4,130		(4,130)
	Federal Confiscated Fund	21230390	531300		Food and Catered Meals	81		(81)
	Federal Confiscated Fund	21230390	531701		Uniforms and Supplies	7,277		(7,277)
	Federal Confiscated Fund	21230390	542167		Surveillance Equipment	(21,652)		21,652
	Federal Confiscated Fund	21230390	542410		Computer Software	3,244		(3,244)
						253,621	384,399	130,778

FAYETTE COUNTY, GEORGIA								
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS								
FOR FISCAL YEAR ENDED JUNE 30, 2015								
	FUND / DEPARTMENT	ORG	OBJ	Proj	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Inc. (Dec.)
13.	To decrease both grant revenue and expenditures associated to LMIG work included in the budget for roadway improvements that did not take place during FY 2015 due to the timing of work done by the Road Department. This LMIG associated work is expected to be done during FY 2016. Also, to decrease expenditures associated to work that was not performed during the year. The annual budget for the Road Department includes expenditures associated to an estimated level of work that is expected to be attained during the year. Several factors, ex., weather, affect how much work is done year-to-year - increase to GF fund balance.							
	General Fund	10040004	334311	LMIG	Roads and Bridges Grants		(289,807)	(289,807)
	Road Department	10040220	421316		Technical Services	(453,530)		453,530
	Road Department	10040220	522111	LMIG5	Hauling Services	(26,604)		26,604
	Road Department	10040220	531171		Asphalt & Tack	(186,158)		186,158
	Road Department	10040220	531171	LMIG4	Asphalt & Tack	(49,383)		49,383
	Road Department	10040220	531171	LMIG5	Asphalt & Tack	(257,906)		257,906
						(973,581)	(289,807)	683,774
14	To decrease building permits revenue included in the FY 2015 budget for the portion projected to be received per IGA for Pinewood Studios. Also, decrease expenditures for two additional employees approved in the budget due to increase in volume of work expected from Pinewood Studios. Employees not hired in FY 2015 - decrease to GF fund balance.							
	General Fund	10070002	323100		Building Permits Revenue		(423,340)	(423,340)
	Permits & Inspections	10070210	511105		Regular Salary	(93,027)		93,027
	Permits & Inspections	10070210	512111		Self Insurance Medical	(26,884)		26,884
	Permits & Inspections	10070210	512115		Self Insurance Dental	(1,386)		1,386
	Permits & Inspections	10070210	512116		Self-Insurance Vision	(260)		260
	Permits & Inspections	10070210	512200		Fica/Medicare	(7,490)		7,490
	Permits & Inspections	10070210	512420		Defined Benefits 2009	(1,234)		1,234
	Permits & Inspections	10070210	512901		Life Insurance Premium	(157)		157
	Permits & Inspections	10070210	512902		Long-Term Disability Insurance	(332)		332
	Permits & Inspections	10070210	512905		Employee Assistance Program	(48)		48
						(130,818)	(423,340)	(292,522)
15.	FY 2015 Year-End adjustments to decrease Self-Insurance Medical and increase Self-Insurance Workers' Comp - zero net effect to fund balances.							
	Fire Services	27030550	512111		Self-Insurance Medical	(82,000)		82,000
	Fire Services	27030550	512119		Self-Insurance Workers' Comp	82,000		(82,000)
	EMS	27230600	512111		Self-Insurance Medical	(29,000)		29,000
	EMS	27230600	512119		Self-Insurance Workers' Comp	29,000		(29,000)
	Water System	50541010	512111		Self-Insurance Medical	(4,233)		4,233
	Water System	50541012	512111		Self-Insurance Medical	(6,695)		6,695
	Water System	50541013	512111		Self-Insurance Medical	(3,221)		3,221
	Water System	50541016	512111		Self-Insurance Medical	(2,286)		2,286
	Water System	50541070	512111		Self-Insurance Medical	(991)		991
	Water System	50543031	512111		Self-Insurance Medical	(4,900)		4,900
	Water System	50543032	512111		Self-Insurance Medical	(2,367)		2,367
	Water System	50543041	512111		Self-Insurance Medical	(6,425)		6,425
	Water System	50543042	512111		Self-Insurance Medical	(936)		936
	Water System	50543061	512111		Self-Insurance Medical	(909)		909
	Water System	50544020	512111		Self-Insurance Medical	(5,476)		5,476
	Water System	50544081	512111		Self-Insurance Medical	(3,561)		3,561
	Water System	50543031	512119		Self-Insurance Workers' Comp	42,000		(42,000)
	Elections	10010400	512111		Self-Insurance Medical	(4,182)		4,182
	Finance	10010510	512111		Self-Insurance Medical	(10,473)		10,473
	Info Systems	10010535	512111		Self-Insurance Medical	(9,959)		9,959
	Tax Commissioner	10010545	512111		Self-Insurance Medical	(13,046)		13,046
	Tax Assessors	10010550	512111		Self-Insurance Medical	(10,645)		10,645
	Bldg & Grounds	10010565	512111		Self-Insurance Medical	(20,885)		20,885
	Clerk of Superior Court	10020180	512111		Self-Insurance Medical	(11,789)		11,789
	State Court Solicitor	10020320	512111		Self-Insurance Medical	(6,026)		6,026
	Magistrate Court	10020400	512111		Self-Insurance Medical	(9,317)		9,317
	Sheriff Administration	10030310	512111		Self-Insurance Medical	(20,339)		20,339
	Sheriff CID	10030321	512111		Self-Insurance Medical	(36,699)		36,699
	Sheriff Field Operations	10030323	512111		Self-Insurance Medical	(77,578)		77,578
	Sheriff Jail	10030326	512111		Self-Insurance Medical	(70,017)		70,017
	Animal Control	10030910	512111		Self-Insurance Medical	(4,223)		4,223
	Road Department	10040220	512111		Self-Insurance Medical	(27,761)		27,761
	Stormwater Management	10040320	512111		Self-Insurance Medical	(4,181)		4,181
	Fleet Maintenance	10040900	512111		Self-Insurance Medical	(6,967)		6,967
	Recreation	10060110	512111		Self-Insurance Medical	(4,726)		4,726
	Library	10060500	512111		Self-Insurance Medical	(8,789)		8,789
	Permits & Inspections	10070210	512111		Self-Insurance Medical	(8,088)		8,088
	Bldg & Grounds	10010565	512119		Self-Insurance Workers' Comp	101,980		(101,980)
	Sheriff CID	10030321	512119		Self-Insurance Workers' Comp	67,720		(67,720)
	Sheriff Jail	10030326	512119		Self-Insurance Workers' Comp	87,638		(87,638)
	Animal Control	10030910	512119		Self-Insurance Workers' Comp	20,714		(20,714)
	Road Department	10040220	512119		Self-Insurance Workers' Comp	19,918		(19,918)
	Fleet Maintenance	10040900	512119		Self-Insurance Workers' Comp	67,720		(67,720)
						-	-	-

FAYETTE COUNTY, GEORGIA								
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS								
FOR FISCAL YEAR ENDED JUNE 30, 2015								
	FUND / DEPARTMENT	ORG	OBJ	Proj	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Inc. (Dec.)
16.	Projects recommended to be closed. Transfer-out any residual funding to Contingency and transfer-in funding as needed to cover any funding shortages.							
	CIP Fund	37530550	541110	0550A	Land - Fire Station 3	(1)		1
	CIP Fund	37530930	541320	2930C	Buildings & Structures - EOC	(899,833)		899,833
	CIP Fund	37510599	579000	FIRE	Contingency - Projects Fire	899,834		(899,834)
	CIP Fund	37540320	541210	2320E	Other Improvements - Kirkley Road	(49,888)		49,888
	Stormwater CIP	50940320	541210	5509A	Other Improvements - Brittany Way	(42,655)		42,655
	Stormwater CIP	50910599	579000	STORM	Contingency - Projects Stormwater	92,543		(92,543)
	Capital Projects	37260110	541210	5110A	Other Improvements - Turfplane	(200)		200
	CIP Fund	37510599	579000	PARKS	Contingency - Projects All Parks	200		(200)
	CIP Fund	37530323	542167	4323B	Surveillance Equipment - Security Justice Ctr.	(115,000)		115,000
	CIP Fund	37510565	542140	4565B	Field Equipment - Stonewall Generator	(125)		125
	CIP Fund	37510599	579000		Contingency - Projects General	115,125		(115,125)
	CIP Fund	37510535	522236	5535F	Software Maintenance - MS Enterprise	(11,583)		11,583
	CIP Fund	37510565	522236	4565C	Software Maintenance - Stonewall Security	11,583		(11,583)
	CIP Fund	37510535	522236	5535F	Software Maintenance - MS Enterprise	(73,417)		73,417
	CIP Fund	37540220	541210	5220A	Other Improvements - Quail Hollow	(164,040)		164,040
	CIP Fund	37510599	579000		Contingency - Projects General	237,457		(237,457)
	CIP Fund	37530800	542530	5215B	Business/Comm Machines - 911 System	25,194		(25,194)
	CIP Fund	37510599	579000	911	Contingency - Projects 911	(25,194)		25,194
	CIP Fund	37510535	542410	5535N	Computer Software & Upgrades - Virtualization	(1,549)		1,549
	Capital Projects	37210565	522235	5565B	Building Maintenance Services	(642)		642
	CIP Fund	37510565	522262	5565L	Fencing Services - Stonewall Generator	(4,942)		4,942
	CIP Fund	37510565	541320	5565M	Buildings & Structures - Roller Shades	(60)		60
	CIP Fund	37510599	579000		Contingency - Projects General	7,193		(7,193)
						(0)	-	0
17.	To transfer revenue and expenditures considered M&O from capital/CIP projects to the respective department operating budgets.							
	CIP Fund	37510565	522262	5565L	Fencing Services - Generator Fencing	(58)		58
	Bldg & Grounds	10010565	522265		Landscape/Grading Services	58		(58)
	Capital Projects	37230550	531117	5270A	Safety Supplies - FF Turnout Gear	(42,225)		42,225
	Fire Services	27030550	531117		Safety Supplies	42,225		(42,225)
	Capital Projects	37210565	522235	5565B	Building Mtce Svcs - Sr Ctr Exterior	(22,758)		22,758
	Bldg & Grounds	10010565	522235		Building Maintenance	22,758		(22,758)
	Capital Projects	37260110	541210	5110A	Other Improvements - Turfplane Repair	(25,800)		25,800
	Recreation	10060110	541210		Other Improvements	25,800		(25,800)
	CIP Fund	37540220	521316	4220B	Technical Services - Bridge Maintenance	(48,750)		48,750
	Road Department	10040220	521316		Technical Services	48,750		(48,750)
						-	-	-
18.	To transfer available funding of \$6,000 from project 5535C Equipment Refresh to project 5535M Tax Digest Marshall & Swift Tables.							
	CIP Fund	37510535	542420	5535C	Computer Equipment	(6,000)		6,000
	CIP Fund	37510535	542410	5535M	Software & Upgrades	6,000		(6,000)
						-	-	-

FAYETTE COUNTY, GEORGIA								
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS								
FOR FISCAL YEAR ENDED JUNE 30, 2015								
	FUND / DEPARTMENT	ORG	OBJ	Proj	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Inc. (Dec.)
19.	To utilize available budget from departments with budget overages to cover budget shortages in other departments - zero net effect to GF fund balance.							
	Gen Govt Non-Departmental	10010090	523989		Bank Service Fees	27,000		(27,000)
	Purchasing	10010517	523600		Seminars and Dues	30		(30)
	Judicial Non-Governmental	10020090	522140		Lawn Care Services	2,700		(2,700)
	Judges, Court Reporter	10020160	523852		Court Reporter Services	16,000		(16,000)
	County Coroner	10030700	511105		Regular Salary	6,880		(6,880)
	County Coroner	10030700	521316		Technical Services	3,300		(3,300)
	Library	10060500	512111		Self-Insurance Medical	11,000		(11,000)
	Library	10060500	531231		Georgia Power	3,000		(3,000)
	Development Authority	10070510	531231		Georgia Power	984		(984)
	Commissioners	10010110	521316		Technical Services	(70,894)		70,894
						-	-	-
20.	To decrease revenue budget to match actual amount in FY 2015 - decrease Law Library Surcharge fund balance.							
	Law Library Surcharge Fund	20520002	341110		Superior Court Fees		(5,661)	(5,661)
						-	(5,661)	(5,661)
21.	To increase expenditures budget to match higher than expected actual expenditures - decrease to Jail Surcharge fund balance.							
	Jail Surcharge Fund	21630355	531301		Prisoner Meals	84,322		(84,322)
						84,322	-	(84,322)
22.	To decrease revenue budget to match lower than expected actual revenue - decrease to EMS fund balance.							
	EMS Fund	27200002	342600		EMS Ambulance Charges		(68,755)	(68,755)
						-	(68,755)	(68,755)

COUNTY AGENDA REQUEST

Consent Agenda #5

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to declare thirty-one (31) county vehicles as unserviceable, to sell the assets utilizing the GovDeals internet website, and for all proceeds to be returned to the Vehicle Replacement fund.

Background/History/Details:

Over the course last year a total of thirty-one (31) vehicles have either been turned into Fleet Maintenance as surplus and / or removed from service as a result of reaching their useful life. These assets no longer serve the County's purposes.

Staff recommends declaring each vehicle as "unserviceable" and to sell each vehicle by utilizing the GovDeals internet website. Staff further recommends that all sales proceeds for each vehicle be returned to the Vehicle Replacement Fund.

Vehicle list attached for reference.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to declare 31 County vehicles unserviceable, to sell the vehicles utilizing the GovDeals internet website, and for all proceeds to be returned to the Vehicle Replacement Fund.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Vehicle #	Year	Vehicle Type	VIN #
92069	1999	FORD CROWN VICTORIA	2FAFP71WXX126773
845594	2007	DODGE CHARGER	2B3KA43H77H845594
148824	2006	FORD CROWN VICTORIA	2FAFP71W36X148824
151475	2006	FORD CROWN VICTORIA	2FAFP71W86X151475
134549	2007	FORD CROWN VICTORIA	2FAFP71W17X134549
845590	2007	DODGE CHARGER	2B3KA43HX7H845590
285882	2008	DODGE CHARGER	2B3KA43H38H285882
128764	2001	FORD CROWN VICTORIA	2FAFP71W91X128764
171352	2005	FORD CROWN VICTORIA	2FAFP71W65X171352
708709	2007	DODGE CHARGER	2B3KA43H47H708709
118987	2008	FORD CROWN VICTORIA	2FAFP71VX8X118987
125486	2008	FORD CROWN VICTORIA	2FAFP71V18X125486
138717	2008	DODGE CHARGER	2B3KA43HX8H138717
285885	2008	DODGE CHARGER	2B3KA43H98H285885
285867	2008	DODGE CHARGER STX	2B3KA43H78H285867
176278	2008	FORD CROWN VICTORIA	2FAFP71V78X176278
285875	2008	DODGE CHARGER	2B3KA43H68H285875
845577	2007	DODGE CHARGER	2B3KA43H77H845577
92509	1999	FORD F-150 PICKUP	1FTRF17W4XNB24887
21422	2002	FORD F-150 XL BI-FUEL	2FTPF17Z32CA66903
90506	1996	FORD F-350 CREW CAB	1FTJW35H7TEB77316
90516	1996	FORD F-350 CREW CAB	1FTJW35H9TEB77317
22734	2004	CHEVY SILVERADO 4X4	1GCEK14VX4Z174641
20271	2001	FORD F-150 XL BI-FUEL	2FTPF17Z81CA92816
20090	2000	FORD F-150 XL BI-FUEL	2FTRF17Z5YCA98902
91497	1997	FORD F-150 XL BI-FUEL	1FTDF172XVNB84001
92328	1998	FORD TAURUS	1FAFP52U0WA130601
22645	2005	FORD RANGER	1FTYR10U55PB01972
22432	2002	FORD F-150 XL BI-FUEL	2FTPF17Z82CA66900
92146	1996	FORD RANGER	1FTCR10XXTUC56228
92729	1999	JEEP CHEROKEE	1J4FT68SXXL586011

COUNTY AGENDA REQUEST

Consent Agenda #6

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to increase Bid Award #922- Lake Peachtree Dredging with Massana Construction from \$1,449,140.00 to \$1,670,223.06; Change Order increase of \$231,483.06; and to authorize the County Administrator to sign any associated documents related to this request.

Background/History/Details:

CH2M Hill, as Water System Engineer of Record, has coordinated the following Dredging Project change order that reflects the cost over-runs primarily associated with the 48 days of rain and additional rock required for road-bed construction. Additionally, the County working with Peachtree City, have expanded the project's scope of services to include dredging at the Pinecrest Boat Ramp, saving Peachtree City \$28,000.00 as part of this change order.

The revised Dredging Project timeline completes dredging in Lake Peachtree by October 19th (inside the lake) and October 25th (project completion). Additional rain may negatively impact the project timeline.

Once complete, the total sediment excavation is expected to be 64,000 cubic yards, a pile of dirt five (5) stories high across an entire acre, to help put the project scope of services in perspective.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to increase Bid Award #922- Lake Peachtree Dredging with Massana Construction from \$1,449,140.00 to \$1,670,223.06; Change Order increase of \$231,483.06; and to authorize the County Administrator to sign any associated documents related to this request.

If this item requires funding, please describe:

Funds in the amount of \$231,483.06 are available in the Water System's Renewal & Extension (R&E) account for this purpose.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This request is the result of on-going cooperation between Fayette County and Peachtree City for the betterment of all citizens of Fayette County.



CONTRACT MODIFICATION

☒

CHANGE ORDER

☐

WRITTEN AMENDMENT

MODIFICATION NO¹: CO - 01

TO CONTRACTOR: Massana Construction Inc., Tyrone, Georgia

PROJECT: Bid #922 – Lake Peachtree Dredging CH2M Project 481967

OWNER: Fayette County Water System, Fayette County, Georgia

ENGINEER: CH2M

The following modification(s) to the Contract are hereby ordered (use additional pages if required):

1. Removal of Area 5, as defined in the Volume 2: Construction Drawings, and provided in Bid Form items 33-35.
2. Addition of new dredging area, along the haul route to from areas 3 to 4, adjacent to Pinehurst boat ramp. Estimated 130 feet x 50 feet x 2.5 feet deep, 600 cubic yards, to remove sediment in the boat ramp vicinity.
3. A total sediment excavation and haul of 64,000 cubic yards, including areas 1, 2, 3, 4, 7, and the Pinecrest boat ramp area.
4. Contractor to have access to northwest portion of area 1 through Drake Field parking lot, as previously approved by City of Peachtree City.
5. Based upon project conditions to date, it is not anticipated that Bid Form items 15, 18, 20-22, 25-30, 33-35, and 36 are to be utilized and are therefore to be removed from the project scope.
6. Contractor to amend unit price for item 7 Haul Road to \$36.00 / ton (10% reduction in contract unit price).
7. Contractor to install orange tree fence and silt fence (Bid Form items 17 and 19) as required by City of Peachtree City Inspector.
8. Contractor to repair curbing and paving in Drake field parking lot and at construction entrance on State Route 54, as provided in Bid Form items 31 and 32.
9. Contract to be amended to Not to Exceed, based upon the contract as originally executed and amended within the above items.

Reason for Modification(s):

Unforeseen conditions required additional haul road rock (bid form item 7).

Field conditions determined that area 5 does not have substantial sediment accumulation, and has adequate depth when the lake is at normal pool.

Field conditions determined additional sediment accumulation along Pinehurst boat ramp.

Field conditions required additional rock for haul roads. The project budget and schedule has been adjusted based upon these requirements.

Attachments (List Supporting Documents):

None

¹ Number all Modifications consecutively.

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$ 1,449,140.00	Original Duration	150 Days
Previous Contract Modification(s) (Add/Deduct)	\$ 0.00	Previous Contract Modification(s) (Add/Deduct)	0 Days
This Contract Modification (Add/Deduct)	\$ 231,483.06 Add	This Contract Modification (Add/Deduct)	57 Days
Revised Contract Amount	\$ 1,670,223.06	Revised Contract Time	207 Days
		The Revised Contract Completion Date is:	
		October 25 , 20 15	

Owner	Contractor	Engineer Recommendation
CONCUR		
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____
APPROVAL		
By: _____		
Date: _____		

Project Schedule, updated for Weather Days

Lake Peachtree Dredging

Week No.	Date		Contract Days		Weather Days					Remaining Contract Days	
	Start	End	Start	End	Requested	Reviewed By	Review Date	Accepted	Accumulated	Days	End Date
1	2/12/2015	2/13/2015	207	206	0	-	-	0	0	206	9/7/2015
2	2/14/2015	2/20/2015	205	199	2	AeB	3/1	2	2	201	9/9/2015
3	2/21/2015	2/27/2015	198	192	6	AeB	3/1	6	8	200	9/15/2015
4	2/28/2015	3/6/2015	191	185	5	AeB	3/25	5	13	198	9/20/2015
5	3/7/2015	3/13/2015	184	178	2	AeB	3/25	2	15	193	9/22/2015
6	3/14/2015	3/20/2015	177	171	2	AeB	3/25	2	17	188	9/24/2015
7	3/21/2015	3/27/2015	170	164	2	AeB	3/25	2	19	183	9/26/2015
8	3/28/2015	4/3/2015	163	157	3	AeB	4/20	3	22	179	9/29/2015
9	4/4/2015	4/10/2015	156	150	1	AeB	4/20	1	23	173	9/30/2015
10	4/11/2015	4/17/2015	149	143	5	AeB	4/20	5	28	171	10/5/2015
11	4/18/2015	4/24/2015	142	136	0	AeB	6/17	0	28	164	10/5/2015
12	4/25/2015	5/1/2015	135	129	3	AeB	6/17	3	31	160	10/8/2015
13	5/2/2015	5/8/2015	128	122	0	AeB	6/17	0	31	153	10/8/2015
14	5/9/2015	5/15/2015	121	115	0	AeB	6/17	0	31	146	10/8/2015
15	5/16/2015	5/22/2015	114	108	0	AeB	6/17	0	31	139	10/8/2015
16	5/23/2015	5/29/2015	107	101	5	AeB	6/17	5	36	137	10/13/2015
17	5/30/2015	6/5/2015	100	94	4	AeB	6/17	4	40	134	10/17/2015
18	6/6/2015	6/12/2015	93	87	4	AeB	7/9	3	43	130	10/20/2015
19	6/13/2015	6/19/2015	86	80	3	AeB	7/9	0	43	123	10/20/2015
20	6/20/2015	6/26/2015	79	73	0	AeB	7/9	0	43	116	10/20/2015
21	6/27/2015	7/3/2015	72	66	0	AeB	7/9	0	43	109	10/20/2015
22	7/4/2015	7/10/2015	65	59	1	AeB	8/19	1	44	103	10/21/2015
23	7/11/2015	7/17/2015	58	52	2	AeB	8/19	2	46	98	10/23/2015
24	7/18/2015	7/24/2015	51	45	0	AeB	8/19	0	46	91	10/23/2015
25	7/25/2015	7/31/2015	44	38	0	AeB	8/19	0	46	84	10/23/2015
26	8/1/2015	8/7/2015	37	31	2	AeB	8/22	2	48	79	10/25/2015
27	8/8/2015	8/14/2015	30	24	0	AeB	8/22	0	48	72	10/25/2015
28	8/15/2015	8/21/2015	23	17	0	AeB	8/22	0	48	65	10/25/2015
29	8/22/2015	8/28/2015									
30	8/29/2015	9/4/2015									
31	9/5/2015	9/11/2015									
32	9/12/2015	9/18/2015									
33	9/19/2015	9/25/2015									
34	9/26/2015	10/2/2015									
35	10/3/2015	10/9/2015									
36	10/10/2015	10/16/2015									
37	10/17/2015	10/23/2015									
38	10/24/2015	10/30/2015									

COUNTY AGENDA REQUEST

Consent Agenda #7

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to enter into a Joint Funding Agreement with the United States Geological Survey, beginning October 1, 2015 and expiring September 30, 2016, in the amount of \$288,100.00 and to utilize \$40,800.00 from the Water System's Renewal and Extension fund, for water flow, stream data, and CFS flow monitoring.

Background/History/Details:

The Georgia Department of Natural Resources requires that our Water System (and all others) monitor the flow of water in our raw water sources, below where Fayette County takes out water for storage, treatment and distribution. The U.S. Geological Survey(USGS), Water Resources Division, performs this type of work. Therefore, Fayette County contracts with USGS for their services. USGS has the only acceptable method for stream flow monitoring that is used for reporting; compliance monitoring of open channel streams and several of these sites also monitor water quality. These fifteen "monitoring stations" are at locations on the Flint River, two on Line Creek, and one on Shoal Creek. Monitoring ensures adequate water flow below the County's facilities since the volume of water in a stream effects plant and animal life. These monitors will not only ensure we are protecting the environment but will also give us data that we can use along with our Environmental Management Team to eliminate those activities that are negatively affecting the waters as they pass through our county.

FCWS monitoring is designed to fulfill the monitoring requirements as outlined by the Metropolitan North Georgia Water Planning District (MNGWPD) and the Georgia Environmental Protection Division (GaEPD).

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into a Joint Funding Agreement with the United States Geological Survey, beginning October 1, 2015 and expiring September 30, 2016, in the amount of \$288,100.00 and to utilize \$40,800.00 from the Water System's Renewal and Extension fund, for water flow, stream data, and CFS flow monitoring.

If this item requires funding, please describe:

Funding for this project was budgeted in the Water System's Maintenance and Operating Budget; however, an additional \$40,800.00 is required from the Water System's Renewal and Extension Fund.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The additional \$40,800.00 in funding reflects the increase in the number of monitoring sites added this past year. Total amount spent with USGS in FY2015 was \$281,960, and included the addition of the new sites. The FY2016 Budget did not reflect the change order for additional sites made during last year - these request supports all fifteen monitoring sites. Staff is working with USGS to have this contract placed on the fiscal yearly budget to improve our efforts for future budget periods. Staff should have budgeted this amount.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, Georgia 30093
Phone: (678) 924-6691 Fax: (678) 924-6710
<http://ga.water.usgs.gov>

Customer Number: 6000001126
Agreement Number:
16ESGAMF0000001
TIN: 586000826
Fixed Cost Agreement: YES

August 1, 2015

Mr. Lee Pope, Director
Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214

Dear Mr. Pope:

Enclosed please find two copies of a Joint Funding Agreement (JFA) with original signatures for the project entitled "maintenance of the following real-time streamgages:

#02344396	Flint River at Woolsey Road, near Woolsey, GA	\$14,000
#02344605	Line Creek downstream of GA 54, near Peachtree City, GA	\$14,000
#02344620	Shoal Creek at GA 54, near Sharpsburg, GA	\$14,000
#02344360	Line Creek below Lake McIntosh, near Peachtree City, GA. #02344360 also has continuous water-quality monitoring	\$49,800
#02344327	Morning Creek at Westbridge Road	\$19,000
#02344724	Whitewater Creek at Eastin Road	\$14,000
#02344736	Whitewater Creek at Sherwood Road	\$14,000
#02344748	Whitewater Creek blw Starrs Mill Dam	\$19,000
#02344650	Lake Kedron near Peachtree City	\$6,600
#02344655	Flat Creek above Lake Peachtree, near Peachtree City	\$41,700
#02344671	Lake Peachtree at Peachtree City	\$6,600
#02344673	Flat Creek below Lake Peachtree, Peachtree City	\$49,800
#02344424	Lake Horton near Peachtree City	\$6,600
#02344280	Camp Creek at Helmer Road	\$14,000
# 02344364	Nash Creek (bacteria only)	\$5,000


This agreement is entered into by the USGS under authority of 43 USC 36C; 43 USC 50; and 43 USC 50b.

This JFA covers the period beginning on October 1, 2015, and ending on September 30, 2016, at a total cost of \$288,100 provided by FAYETTE COUNTY WATER SYSTEM, FAYETTE COUNTY, GEORGIA.

Please have both copies signed by an authorized official(s), retaining one copy for your records, and returning the other to the attention of Angel Spencer, Administrative Officer, at the address shown above. Work cannot be started or continued until we receive the signed agreement. All work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this JFA will be rendered quarterly. Please do not send a check at this time as you will be billed at a later date which will include payment instructions with the address for mailing your check. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. Any party may terminate this agreement by providing 60 day's written notice to the other party.

If you have any questions or require additional information please contact Brian E. McCallum, Acting Director, at 678-924-6672 or via email at bemccall@usgs.gov.

Sincerely,


Brian E. McCallum, Acting Director
USGS Georgia Water Science Center
DUNS# 937842847

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16ESGAMF0000001
Customer#: 6000001126
Project #: MF00
TIN #:
USGS DUNS #: 937842847

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, Georgia Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Fayette County Water System party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2015 to September 30, 2016
- (b) \$288,100 by the party of the second part during the period
October 1, 2015 to September 30, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16ESGAMF0000001
Customer#: 6000001126
Project #: MF00
TIN #:
USGS DUNS #: 937842847

USGS Technical Point of Contact

Name: Brian McCallum
Supervisory Hydrologist
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6672
Fax: (678) 924-6710
Email: bemccall@usgs.gov

Customer Technical Point of Contact

Name: Lee Pope
Director
Address: 245 McDonough Road
Fayetteville, GA 30214
Telephone: (770) 320-6016
Fax:
Email: lpope@fayettecountyga.gov

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Lee Pope
Director
Address: 245 McDonough Road
Fayetteville, GA 30214
Telephone: (770) 320-6016
Fax:
Email: lpope@fayettecountyga.gov

U.S. Geological Survey
United States
Department of Interior

Fayette County Water System

Signature

By  Date: Aug 4, 2015
Name: Brian E. McCallum
Title: Acting Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

COUNTY AGENDA REQUEST

Consent Agenda #8

Department: Board of Commissioners

Presenter(s): Floyd L. Jones, County Clerk

Meeting Date: Thursday, September 10, 2015

Type of Request: Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into an agreement with Lisbon Baptist Church for a donation by the church of eight (8) indigent burial plots, and authorization for the Chairman to sign said agreement.

Background/History/Details:

O.C.G.A. 36-12-5(a) states that when a person dies in Georgia and the decedent, his family, and his immediate kindred are indigent and unable to provide for his decent interment, the governing authority of the county where the death occurs shall make available from county funds a sum sufficient to provide a decent interment of the deceased indigent person or to reimburse such person as may have expended the cost thereof voluntarily, the exact amount thereof to be determined by the governing authority of the county.

Indigent burial requests are processed through the County Clerk's Office. There is an approximate average of one request for burial every two years, however, the frequency of indigent burial requests varies year by year.

For many years, indigent burials plots have been donated by New Hope Baptist Church at the graveyard across the street from its North Campus. The numbers of available indigent burial plots have decreased through the years. Lisbon Baptist Church has graciously agreed to donate eight indigent burial plots, on an as-needed basis, to Fayette County.

The only stipulation asked of Fayette County is that it takes steps to ensure that all excess soil is removed from the cemetery within a reasonable time following use of a plot.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an agreement with Lisbon Baptist Church for a donation by the church of eight (8) indigent burial plots, and authorization for the Chairman to sign said agreement.

If this item requires funding, please describe:

Not Applicable. This is a donation by Lisbon Baptist Church to Fayette County.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

This is an example of Fayette County and religious organizations working together to provide for those in need.

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20__, by and between FAYETTE COUNTY, GEORGIA (the "County") and LISBON BAPTIST CHURCH, INC. ("Lisbon Baptist").

WHEREAS, Lisbon Baptist is the owner of a cemetery located at 1662 Highway 85 So., Fayetteville, Georgia 30215; and

WHEREAS, pursuant to O.C.G.A. § 36-12-5, the County is obligated to provide for the burial or cremation of indigent persons; and

WHEREAS, the County is in need of cemetery plots for the burial of indigent persons pursuant to its obligations as described above; and

WHEREAS, Lisbon Baptist desires to donate eight (8) burial plots to the County to be used as burial plots for indigent persons.

WITNESSETH

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.

Lisbon Baptist hereby makes available to the County eight (8) plots to be used for the burial of indigent persons. Said plots are located in the southwest section of the cemetery just off the main highway.

2.

Each plot will be donated to the County as the need arises. Once the County determines that it is in need of a burial plot for an indigent person, it will notify Lisbon Baptist and Lisbon Baptist will donate the needed plot.

3.

This Agreement may be terminated at any time by either party. Such termination shall not apply to any burial plot already donated to the County.

4.

The County shall receive no ownership interest in any part of the cemetery as a result of this relationship. The County shall assume no liabilities or responsibilities as to the maintenance or upkeep of the cemetery or as to circumstances relating to the ongoing nature of the cemetery.

5.

Following each use of a donated burial plot, the County shall take steps to ensure that all excess soil is removed from the cemetery within a reasonable time following the use of said plot.

IN WITNESS WHEREOF, all parties hereto have executed this Agreement by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.


FAYETTE COUNTY, GEORGIA


ATTEST:

Charles W. Oddo,
Chairman

LISBON BAPTIST CHURCH, INC.

ATTEST:




Name: ALBERT L. FOLDEN

BOARD OF COUNTY COMMISSIONERS

Charles W. Oddo, Chairman
Randy Ognio, Vice Chair
David Barlow
Steve Brown
District 5, Vacant



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Floyd L. Jones, County Clerk
Tameca P. White, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

Minutes

August 27, 2015
7:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 7:00 p.m.

Call to Order

Chairman Oddo called the August 27, 2015 Board of Commissioners meeting to order at 7:02 p.m.

Invocation by Commissioner David Barlow

Commissioner Barlow introduced Pastor Kenneth Koon, who works in association with the McIntosh Trail Community Service Board, and he asked Pastor Koon to offer the Invocation. Pastor Koon spoke about his work for the prevention of suicides before he offered the Invocation.

Pledge of Allegiance

Commissioner Barlow led the audience in the Pledge of Allegiance.

Introduction of Mr. Dave Wills

Chairman Oddo introduced the Association of County Commissioners Georgia (ACCG) Government Relations Manager Dave Wills to the Board and audience. Mr. Wills briefly remarked about his work at ACCG and said he looked forward to learning more about government during the meeting.

Acceptance of Agenda

Commissioner Barlow moved to accept the Agenda. Commissioner Brown seconded the motion. No discussion followed. The motion passed 4-0.

PROCLAMATION/RECOGNITION:

1. **Presentation of two Lights of HOPE luminary bags to the American Cancer Society Cancer Action Network, in memory of Vice Chair Pota Coston, that will be placed at the U.S. Capitol's Reflecting Pool during the 2015 Lights of HOPE ceremony in Washington, D.C. on September 29, 2015.**

Commissioner Brown introduced Ms. Kim Westwood and Mr. Eric Bailey who represented the American Cancer Society. Commissioner Brown stated that bags were signed by the Commissioners and county staff in memory of late Vice Chair Pota Coston. Ms. Westwood and Mr. Bailey spoke about the American Cancer Society's ongoing work and of its "Lights of HOPE" program, and a short video was played. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

2. Recognition of Special Olympics' World Game's Athlete Michael Crofton.

Chairman Oddo introduced Parks and Recreation Director Anita Godbee, Therapeutic Program Coordinator Debra Parrish, Mr. Michael Crofton, and Mr. Crofton's family to the Board and audience. Mrs. Godbee spoke about Mr. Crofton's accomplishments, and a video was played showcasing Mr. Crofton's experience with the 2015 Special Olympics' World Games that was held in Los Angeles. The Board presented a Certificate of Recognition to Mr. Crofton in recognition of his accomplishments at the games. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

PUBLIC HEARING:

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property* and he introduced Public Hearing #3 to the Board. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

3. Public Hearing of Petition No. 1248-15, Max Fuller, Owner, and John P. Knight, Jr., Agent, request to rezone 10.56 acres from A- R to R-75 to develop a Single-Family Residential Subdivision with said property being located in Land Lot 87 of the 5th District and fronting on South Jeff Davis Drive with one (1) condition.

Community Development Director Pete Frisina introduced Petition No. 1248-15 to the Board and he reminded the Board that this petition was tabled at the July 23, 2015 meeting. He also reminded the Board that at the previous meeting, Mr. Knight volunteered the following condition:

"That a 50 foot undisturbed buffer, inclusive of the setback, is required along the western and southern boundary of the subject property. Said buffer shall be shown on the Final Plat and each property deed for the proposed lots shall also state the buffer requirements."

Mr. Frisina added that Public Works Director Phil Mallon had provided additional information for the petition.

Jay Knight: Mr. Knight stated that there were already two approved driveway cuts for the properties and that he was willing to make the restriction to only two driveway entrances. He said he has been in touch with Mr. Mallon since July 23, 2015 and Mr. Mallon has communicated where the two driveways should be located and that he would comply with Mr. Mallon's suggestion. Mr. Knight stated that drainage was seemed to be a previous issue with the Board and that is why he agreed to a 50-foot buffer, however, the drainage issue would not likely be curtailed with the buffer.

No one spoke in favor of the petition.

Frank Love: Mr. Love spoke in opposition to the petition. He stated that covenants are important to him since they set standards for communities. He spoke about a traffic incident that occurred after July 23, 2015 and he suggested that approving this petition could increase the number of similar incidents. He stated that his concerns that were given on July 23, 2015 still remained and he hoped that the Board would let the area remain as two five-acre lots.

Jacqueline Bennett: Mrs. Bennett spoke in opposition to the petition. She spoke about the grading of her property and she asked for a 75-foot buffer, at least on Lot One, between her and her neighbors' properties based on the way the land slopes. Mrs. Bennett also asked if the plans maintain a minimum of 2,500 square feet. Commissioner Brown asked Mrs. Bennett to elaborate on the damage to her property and Mrs. Bennett spoke about how her property grades, the damage that is already taking place, and preventative measures that she has taken to curtail the damage.

No one else spoke in favor or in opposition to the petition.

Jay Knight: Mr. Knight stated that his petition exceeded what was required in the Land Plan. He countered that a 75-foot buffer would have a negative impact on the neighbors since it would limit the ability of the developers to curtail water damage to neighboring properties. He agreed to maintain the 2,500 square-foot minimum requirement as requested by Mrs. Bennett.

Commissioner Barlow stated that his question about shared driveways had been answered by Mr. Mallon's report that was included with the petition paperwork. Mr. Mallon addressed the Board explaining that when a person wants to develop a lot they will state their purpose on paper and staff will go to the lot to either agree with the plan or make a suggestion. Commissioner Barlow stated that the petition indicated there would need to be redirection for stormwater and he asked Environmental Management Director Vanessa Birrell if she had looked at the plat and if she was the one to ensure stormwater would be handled properly. Mrs. Birrell replied that she would ensure it was handled properly.

Commissioner Barlow moved to approve Petition No. 1248-15, Max Fuller, Owner, and John P. Knight, Agent, request to rezone 10.56 acres from A-R to R-75 to develop a Single-Family Residential Subdivision with said property being located in Land Lot 87 of the 5th District and fronting on South Jeff Davis Drive with one condition. Commissioner Ognio seconded the motion.

Commissioner Barlow asked if Mr. Knight accepted the condition and Mr. Knight indicated that he accepted the condition.

Commissioner Brown elaborated his continuing concerns with the petition even though he agreed this was the best of three versions that had come to the Board. He asked Mr. Knight if the properties would have a Home Owners Association (HOA), and Mr. Knight replied there was no need for a HOA. Commissioner Brown asked if the responsibilities for the joint driveways would be included in property deeds and Mr. Knight replied they would be. Commissioner Brown asked how erosion would be controlled. Environmental Management Director Vanessa Birrell replied that the developers would be asked to submit their erosion control design to her department and the design would be evaluated on certain requirements including extra measures to slow down the water. Commissioner Brown asked Mr. Mallon where the four driveways would be located. Mr. Mallon suggested a second condition be included stating the four lots would be served by two shared driveways and that the driveways could be placed anywhere along existing Lot #3. He explained that one driveway would be on existing Lot #3 but that the developer would have to shift the lot line between Lots 2 and 3 by about ten or fifteen feet so that the second driveway could be on Lot #2. Commissioner Brown said he was concerned about the traffic. He mentioned that even though he liked the condition for an undisturbed buffer, the neighboring properties were already being affected prior to the proposed development. He added this petition was a lesson for both the Planning and Zoning Department and the Board of Commissioners since the County should have asked for an easement years ago to the nearest cul-de-sac in the neighboring neighborhood. He thought this was a problem that was created by the County and that does not have a solution...

Commissioner Barlow amended his motion to include a second condition, namely, that the two driveways would service the four homes. Commissioner Ognio seconded the amendment. Commissioner Brown asked for the amendment to include that the shared driveways must be approved by the Public Works Director. Commissioner Barlow amended his motion that the driveways must be approved by the Public Works Director. Commissioner Ognio seconded the amendment.

Chairman Oddo agreed that while this is not the best situation, Mr. Knight has modified his petition to make it more acceptable. He also appreciated that Mr. Knight desired R-75 zoning for the properties that could possibly set a precedent for the area. He said everyone has tried hard to make the situation as best as possible but, given there are property rights involved, he would be hard pressed to oppose the request.

The motion to approve Petition No. 1248-15, Max Fuller, Owner, and John P. Knight, Agent, request to rezone 10.56 acres from A-R to R-75 to develop a Single-Family Residential Subdivision with said property being located in Land Lot 87 of the 5th District and fronting on South Jeff Davis Drive with one condition as recommended, and to include as a second condition that the four lots will be serviced with two driveways as approved by the Public Works Director passed 3-1 with Commissioner Brown voting in opposition. Copies of the request, Rezoning Ordinance 1248-15, and Rezoning Resolution 1248-15, identified as "Attachment 4," follow these minutes and are made an official part hereof.

4. Public Hearing of Petition No. RP-056-15, Max Fuller, Owner, and John P. Knight, Jr., Agent request to add two (2) lots to the Minor Subdivision Plat for Max Fuller with said property being located in Land Lot 87 of the 5th District and fronting on South Jeff Davis Drive.

Community Development Director Pete Frisina introduced Petition No. RP-056-15 to the Board saying it was a companion request to Petition 1248-15. He explained that this petition was needed for the extra lots as previously discussed.

Commissioner Barlow moved to approve Petition No. RP-056-15, Max Fuller, Owner, and John P. Knight, Jr., Agent request to add two (2) lots to the Minor Subdivision Plat for Max Fuller with said property being located in Land Lot 87 of the 5th District and fronting on South Jeff Davis Drive. Commissioner Ognio seconded the request. No discussion followed. The motion passed 3-1 with Commissioner Brown voting in opposition. A copy of the request, identified as "Attachment 5," follows these minutes and is made an official part hereof.

CONSENT AGENDA:

Commissioner Ognio asked to remove Consent Agenda #5 for discussion.

Commissioner Barlow moved to approve Consent Agenda Items 5 and 6. Commissioner Brown seconded the motion. No discussion followed. The motion passed 4-0.

5. Approval for the Fayette County Juvenile Court to file a grant application, in an amount of \$99,000.00, on behalf of the Board of Commissioners with the Criminal Justice Coordinating Council, ratification of the Chairman's signatures required to submit with the grant application by August 21, 2015, and authorization for the Chairman to execute any related documents.

Commissioner Ognio stated that it was obvious that the grant application had to be submitted by August 21, 2015 and that the Board was approving something that has already been submitted. He asked the County Administrator to explain how the request "came about." County Administrator Steve Rapson stated that the grant application was received by the County after the deadline expired for inclusion of items on the August 13, 2015 Agenda. He stated that, previously, when an item came to the County after the Agenda deadline the Agenda was modified to include the late item, however, based on recent Board direction items can no longer be added to the Agenda once the deadline has expired. Mr. Rapson stated that he advised the Board of this grant application during his Administrator's Report on August 13, 2015 and he said this is the same grant that the County has approved for several years. Mr. Rapson then read Grant Policy No. 210-07, which was adopted four or five years ago and which provides how grants are to be applied for if the deadline falls between Agenda deadlines. He stated that staff followed the approved policy as written. Mr. Rapson stated that he had spoken to Commissioner Ognio about the current procedures and he offered the Board four separate options on how to address this situation on a go-forward basis. Mr. Rapson clarified that this request is to simply submit a grant application but it was not approval of the actual award.

Commissioner Brown stated that he supports the grant program and that Georgia's counties are eligible to receive the grant up to \$100,000.00. He suggested that in lieu of having signatures prior to a Board action that the authorization for the Chairman to sign these types of grant applications, in an amount not to exceed \$100,000.00, be placed on an earlier Agenda. Mr. Rapson stated that Commissioner Brown's request delegating that the Chairman has the authority to sign for grant applications would be added to the next available Agenda for consideration.

Commissioner Ognio moved to approve the Fayette County Juvenile Court to file a grant application, in an amount of \$99,000.00, on behalf of the Board of Commissioners with the Criminal Justice Coordinating Council, ratification of the Chairman's signatures required to submit with the grant application by August 21, 2015, and authorization for the Chairman to execute any related documents. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. A copy of the request, identified as "Attachment 6," follows these minutes and is made an official part hereof.

6. **Approval of the disposition of tax refunds, in the amount of \$657.15, as recommended by the Tax Assessor's Office. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.**
7. **Approval of the August 13, 2015 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

There were no Old Business items for consideration.

NEW BUSINESS:

8. **Consideration of the Selection Committee's recommendation to appoint Mr. Don Wellman, Ms. Letitia Naghise, and Commissioner Randy Ognio to the Public Facilities Authority for a one-year term beginning July 24, 2015 and expiring July 23, 2016.**

Commissioner Brown stated that the Selection Committee interviewed each nominee, that each has served on the Public Facilities Authority, and that all are qualified. Commissioner Barlow concurred with Commissioner Brown.

Commissioner Brown moved to accept the Selection Committee's recommendation to appoint Mr. Don Wellman, Ms. Letitia Naghise, and Commissioner Randy Ognio to the Public Facilities Authority for a one-year term beginning July 24, 2015 and expiring July 23, 2016. Commissioner Brown seconded the motion. No discussion followed. The motion passed 3-0 with Commissioner Ognio abstaining from the vote. A copy of the request, identified as "Attachment 8," follows these minutes and is made an official part hereof.

9. **Consideration of Resolution 2015-12 adopting the 2015 Property Tax Millage Rates.**

Chief Financial Officer Mary Parrott gave the Board a high-level PowerPoint presentation concerning the 2015 Property Tax Millage Rates, and she asked the Board to adopt Resolution 2015-12. County Administrator Steve Rapson pointed out that Fayette County was the only governmental entity among the cities and the school board not to raise taxes this year. He said when people get tax bills they will start complaining, but they cannot complain to the County since it did not raise taxes.

Commissioner Brown mentioned that the State of Georgia guaranteed that Title Ad Valorem Tax (TAVT) would not harm counties but that the trend is that the tax revenue continues to decrease. He said he was worried since older populations such as Fayette County tend to hold on to their vehicles longer meaning less revenue through TAVT. He hoped the County would remind the State of Georgia of its promise to make Fayette County whole. Mr. Rapson stated that the County is "safe and sound at the moment and that it still reminds the State of its commitment."

Chairman Oddo stated that millage rates were being rolled back because Mr. Rapson, Mrs. Parrott, and staff have done what was requested of them. He said it takes a lot of skill to manage the budget and he thanked staff for its work on the budget.

Commissioner Ognio moved to approve Resolution 2015-12 adopting the 2015 Property Tax Millage Rates. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.

10. Update on the West Fayetteville Bypass / Veterans Parkway Projects (SPLOST No. R-5 and R-28).

Public Works Director Phil Mallon gave a thirteen-minute PowerPoint presentation on the West Fayetteville Bypass / Veterans Parkway, and he reminded the Board that his update was for informational purposes only. The presentation discussed the history of the bypass, its current condition and considerations for the intersection at State Route 92, and a projected May 2016 timeframe for construction of the intersection.

Commissioner Brown spoke about how this project has never been one of his favorite projects beginning in 2003. He thought it was ironic that the highest-priority SPLOST project was the East Fayetteville Bypass (EFB) and that the EFB is virtually the only SPLOST project that has not been constructed due to prior Board decisions. Commissioner Brown pointed out that the original intention for the West Fayetteville Bypass (WFB) was that the road would be lined mainly with residential properties, but those plans has drastically changed. He said the road has taken a "whole different flavor" over recent years. He said he was unhappy with how the road was built without condemning property first since it did a disservice to both the citizens and the county. He said the road has many negative connotations for him, but he thought the County was almost finished with condemning needed properties. He stated that he would like an evaluation on buffering in an effort to provide enough vegetative buffering between peoples' homes and the road so that the people are not negatively impacted. Mr. Mallon agreed that there was clearly a need for buffering in some areas.

Mr. Mallon quickly reported that there was some movement in regards to getting public meetings scheduled with the state to address the East Fayetteville Bypass.

The Board did not vote or give direction on this matter. Copies of the request and PowerPoint presentation, identified as "Attachment 10," follow these minutes and are made an official part hereof.

11. Consideration of Chairman Oddo's recommendation to authorize the County Administrator, to allow the individual department heads, to reduce to minimal staffing beginning at 1:00 p.m. on Friday, September 4, 2015 in observance of the Labor Day holiday.

Chairman Oddo stated the reason this request came about was because County Administrator Steve Rapson if made a policy adjustment based on Board conversations, and he asked Mr. Rapson he would provide detail pertaining to the request.

Mr. Rapson stated that the policy Chairman Oddo referred to has been revoked so there was no policy with regard to holiday staffing. He stated that reducing to minimal staffing means that Fayette County would have a "soft close" meaning operations are not being closed. He said this effort would allow department heads to select individuals who can be let go early preceding a three or four day holiday weekend. He clarified that Fayette County recognizes ten holidays and that the practice only concerned itself with five of those holidays. Mr. Rapson stated that exempt, or salaried employees, already have the flexibility to leave early so this request mainly affects hourly employees who are, generally speaking, the lowest-paid employees. He stated that this request would provide a moral benefit for the employees. He stated that the county is not awarding holiday hours but could more likely be referred to as additional vacation time. Mr. Rapson stated that there is a true cost to Fayette County but this request would not create an operational impact for the day.

Commissioner Barlow moved to accept Chairman Oddo's recommendation to authorize the County Administrator, to allow the individual department heads, to reduce to minimal staffing beginning at 1:00 p.m. on Friday, September 4, 2015 in observance of the Labor Day holiday. Chairman Oddo seconded the motion.

Commissioner Ognio said he had issues with the motion since taxpayers' money is being spent for unworked hours and he was concerned that department heads would give the benefit to some employees but not others. He said he is a small business owner who bases his decision on eight-hours pay for eight-hours work. He stated that the employees already get holiday pay and vacation pay and if they want to take the day as a vacation that would be fine.

Commissioner Brown said there needed to be a better process since he is a "rules and regulations man." He said rules are created to provide structure but he has not seen rules or structure in this process. He asked if the same employees would be selected each time or if there would be a rotating basis for letting employees go early. He asked if the procedures would be fair and he said he was concerned because "I have voted on several million dollars' worth of lawsuits that we have settled because we thought we were going to get our tails pinned to the wall in court because we didn't do some things right." He said the procedure needed to have its subjectivity removed since the decision should not be left up to an individual at any level in a department to make the decision. Commissioner Brown added that this request is also a part of the Board's fiduciary responsibility and that these decisions should be part of the budget process. He pointed out that holidays are programmed into the budget process and that these types of requests also need to be programmed into the budget process. He stated that until a substantive system is provided that rotates all employees and gives equal time off he would not support the request.

Commissioner Barlow asked Mr. Rapson if there had been any difficulties or pushback over the past 2 ½ years since the policy was first implemented. Mr. Rapson replied that the County has a grievance policy that can address employees' concerns, and he agreed with Commissioner Brown that there is subjectivity in the practice. He asked the Board to remember that the request is to reward the "superstar" employees but not all employees and, from a budgetary perspective; it would cost a bare fraction of a percent of the total salaries for employees. Mr. Rapson stated that he revoked the holiday staffing policy since it was becoming a distraction. He said most other cities and counties have "a hard close" where they close the day before at noon but that this request was not a hard close. Mr. Rapson stated that he has observed that his department heads, who are exempt, remain at work while trying to give the benefit to lower-paid employees. He said the last time the county had a soft close he worked until 10:30 p.m. and Chief Financial Officer Mary Parrott worked until 9:30 p.m. He stated that people can file lawsuits for any reason but no lawsuits over the policy have been litigated; only settlements for Workers Compensation. He added that employees understand where they are in regards to if they are one of the best employees or if they are mediocre employees. He repeated that this was a simple, nice benefit to give the employees.

Mayor Greg Clifton: Commissioner Barlow asked Fayetteville Mayor Greg Clifton to come to the public comment podium and he asked the mayor what the City of Fayetteville does with regard to holiday staffing. Mayor Clifton replied that city typically closes down before a three or four day weekend holiday just as Mr. Rapson reported.

Commissioner Barlow said he had been to each department and met the department heads, and he said the citizens rarely see the employees who are diligent and straightforward. He commended Mr. Rapson for making hard decisions and for saving money and he stated that county's success is built on its people. He said this request was the decent thing and the right thing to do and he supported the request.

Chairman Oddo stated he supported the request since, while the Board has fiduciary responsibility, some responsibilities are delegated to staff. He said this was an inexpensive management tool that is spread out over the year and can be a tremendous morale booster for the staff who has earned it. He stated that the ability to go to minimal staffing should not be abused but he did not think this was a request that had to be continuously approved by the Board of Commissioners. He explained that the County spends \$67 million per year with budgeted funds but that the County Administrator does not come to the Board for every expenditure. He felt that this type of request is a similar expense that provides a tool to get the best out of staff and it provides an intangible benefit that cannot be measured. Chairman Oddo added that there have been proposals where the Board disagreed on spending money on items, but this request was to spend money on staff and it comes back to the County in positive ways. He said he did not have a problem with the little gesture that is made several times a year to staff. Chairman Oddo concluded that writing rules for everything cannot work and that it is better to delegate general responsibilities to staff.

Commissioner Brown stated that the Board never formally delegated the power to reduce holiday staffing to the County Administrator. He said this was never in the budget despite his requests for it to be included in previous budget discussions. He asked for someone to define for him how an employee is classified as a "superstar." He stated that the Chairman does not want the process to be abused and he asked how is it possible to abuse a process that has no rules. He stated that he has been before the Georgia State Labor Board three times and never lost because he followed the rules. Commissioner Brown said he had worked for large corporations and small businesses and he never had to pay settlements "for doing or not doing something," even though he is handing them out in the county every month. He stated that things needed to be in order, rules need to be applied and enforced, and that the county needed to get out of paying settlements so it could put money into parks, law enforcement, and fire coverage. He stated that the county needed to put the millions of dollars back into citizens' hands and not in "somebody's pocket."

Mr. Rapson stated that the policy that was created was based on Board action giving him and the Human Resources Director the authority to create policy, and that the authority was ratified in both 2013 and 2015, and he did not want anyone in the room to think the County Administrator was writing policies without Board approval. Mr. Rapson added that the County does have ways to determine who the "superstars" through employee evaluations each year. He stated that if one went to the various departments and saw who was getting the benefit of leaving early it would be those employees who are getting the higher evaluation ratings. Mr. Rapson agreed that he does have department heads who rotate the early leave and that he leaves it to the discretion of the department head to make that decision since he trusts the department heads. Mr. Rapson countered that there have not been any employees settling over these matters although there have been a number of Workers Compensation claims and lawsuits filed by third-parties. He did not want the people thinking "a bunch of employees are suing the county." Commissioner Brown acknowledged the suits "has been varied." Mr. Rapson stated he did not want the motion to approve him as the County Administrator to have the delegation since this was a Board decision. He said this matter was a distraction for the county and that it was unhealthy for employees to hear some of the comments being made.

Chairman Oddo said he did not put this item on the agenda to discuss policy since it has already been discussed and there is disagreement. He maintained that the funds are better spent on staff rather than a park and that was the difference.

Commissioner Brown stated that the County Administrator said he did not want the Board to authorize him to delegate to staff even though the motion asks him to do what he does not want to do. He asked Commissioner Barlow to amend the motion and Mr. Rapson agreed with the request.

Commissioner Barlow amended his motion to approve the individual department heads to reduce to minimal staffing beginning at 1:00 p.m. on Friday, September 4, 2015 in observance of the Labor Day holiday. Chairman Oddo seconded the motion.

Commissioner Ognio said this was not done much in the private sector and that it is the private sector that is paying the bill so he could not vote for it. Chairman Oddo sympathized with Commissioner Ognio's point of view but he added that he too is in the private sector and that he does do this.

The motion to approve the individual department heads to reduce to minimal staffing beginning at 1:00 p.m. on Friday, September 4, 2015 in observance of the Labor Day holiday failed 2-2 with Commissioners Brown and Ognio voting in opposition. A copy of the request, identified as "Attachment 11," follows these minutes and is made an official part hereof.

PUBLIC COMMENT:

Terrance Williamson: Mr. Williamson said he recently read Chairman Oddo's letter to the newspaper entitled *The Sky is Not Falling*, and he said it is delightful to see that the County is truly doing the right thing in being fiscally responsible. He said the County's bond rating is Aaa, the budget is balanced for three years, the county has sound infrastructure, and it is not raising taxes. He added that the Board is to be commended for all the good stuff it does. He said he worked for the government for over 32 years and that every single mission, objective and "positive" that was accomplished was due to the hard working people behind the scenes that made it happen. He said when he retired he was in a similar position to the Commissioners, but it is not Commissioners who do all the work but rather it

is staff. He said staff "makes it happen." He said he generally supports Commissioner Brown but that there is nothing wrong with giving latitude and respect to the managers and department heads who are trying to reward "the little guy." He said they know what they are doing and will reward those doing good work. He asked the Board to give the department heads a little credit.

Aaron Wright: Mr. Wright said he did not believe any of the Board members wished to not reward the little guy. He thought the matter at hand was a policy matter. He said he worked in Human Resources consulting for many companies and to hear the County Administrator of a multi-million dollar governmental organization say "I'm just not worried about lawsuits because I don't see them coming in right now" is scary. He said if the intention is to reward the little guy then do so, but reward them with the same policies and procedures that the private sector utilizes. He stated that the Fair Labor Standards Act dictates how exempt and non-exempt employees are paid and the National Labor Relations Act also helps to protect the "little guy." He closed saying there are rules and he recommended that the Board take into account what other large companies do and follow their example.

Terrance Williamson: Mr. Williamson stated that he read in the newspaper that there has been a great debate about Lake Peachtree and its weeds. He said several of his neighbors in Peachtree City are pointing fingers at Fayette County and are saying it is the county's responsibility to remove the weeds so that the fish do not die when the lake is refilled. He said he wanted the Board to clearly understand that he did not see it as his tax responsibility to pay for the weeds in the lake and he asked the Board not to pay to cut down the weeds.

Mayor Greg Clifton: Fayetteville Mayor Greg Clifton stated the grand opening ceremony just occurred for the Georgia Military College, which is Fayette County's first official resident college. He also stated that there would be a rededication of the Veterans Memorial at Patriot's Park on September 26, 2015 beginning at 9:00 a.m. He asked everyone to come to participate at the event.

Ray Nelson: Mr. Nelson stated his frustration at the Peachtree City Council who is asking Fayette County to take care of the weeds at Lake Peachtree. He said he has a real problem with the request since the city's code does not allow Fayette County citizens to use the lake and he was particularly upset with the Council for even making such an unfair request of the citizens.

Roy Bishop: Mr. Bishop said his property has been tied up for the last four years due to road construction at Westbridge Road. He said he cannot sell his house and now staff is doing more in-house engineering. He asked for movement on the issue since four years is long enough.

Alice Jones: Mrs. Alice Jones commended the Board for approving grant money in the amount of \$99,000.00 for juvenile programs. She hoped the money was being used for prevention instead of placing them in settings where they cannot become productive citizens.

Warren Oddo: Mr. Oddo spoke for nineteen minutes concerning recent blog posts submitted to *The Citizen* newspaper on August 12, 2015 and authored in part by Commissioner Steve Brown. He said Commissioner Brown replied to the unnamed blogger stating that her understanding was correct; namely, that Chairman Oddo and Commissioner Barlow are for deficit spending and a tax increase. Mr. Oddo stated that his family has spent a lifetime trying to ensure their family name is associated with proper ethics, morals, and values and so when he sees something that is negative or inaccurate then he will challenge the information. He added that he was proud of the Board of Commissioners and he wanted the Board to continue in the right direction, but that there was a problem with a Board member putting incorrect assumptions about the Oddo family into the newspaper. He stated that since the unidentified blogger gave a perception that Chairman Oddo is for deficit spending and tax increases and since Commissioner Brown affirmed that perception, he pulled the official county records to compare them to what was written in the blog. Mr. Oddo then compared and contrasted the official minutes and records to the blog post and he concluded that he found "nine conflicts and two material omissions." He stated that he would have to give Commissioner Brown a "Pants on Fire Award." Mr. Oddo ended his comments stating he recently attended the play *Motown*, and during the play Berry Gordy stated "Perception unchallenged becomes reality." He said the issue is not whether or not he was right or wrong but rather whether or not Commissioner Brown's postings to the paper agrees with the official records. He assured everyone that the three Oddo brothers are not in favor of deficit spending or tax increases and that it would have been a disservice to his family to let the perception go unchallenged.

ADMINISTRATOR'S REPORTS:

Lake McIntosh to Close from October 30 – November 1, 2015: County Administrator Steve Rapson stated that Lake McIntosh would close from October 30 through November 1, 2015 in order to safely accommodate the Georgia Air Show. He stated that the Peachtree City Council had been notified.

Suds on the Square to be held on October 10, 2015: County Administrator Steve Rapson stated that the Suds on the Square event would be held on October 1, 2015 at the Historic Courthouse Grounds. Commissioner Brown replied the event would actually be held on October 10, 2015.

Dixie Wings Plaque: County Administrator Steve Rapson reminded the Board that earlier in the year Fayette County's flag was flown over Washington D.C. by Dixie Wings in commemoration of the end of World War II in Europe. He stated that Dixie Wings had presented Fayette County with a plaque commemorating the event and he gave the plaque to the Fayette Historical Society for keeping along with the flag.

Lisbon Baptist Church: County Administrator Steve Rapson commended Lisbon Baptist Church for donating eight indigent burial plots to Fayette County. He said that was important since Fayette County has to bury indigent persons at the county's cost so the donations represented significant savings to Fayette County.

Introduction of E-911 Director Bernard "Buster" Brown: County Administrator Steve Rapson introduced Mr. Bernard "Buster" Brown as the new Director of E-911 Communications.

Brief Responses to Public Comments: County Administrator Steve Rapson replied to Mr. Wright's comment saying he never said he was unworried about lawsuits and he did not want anyone to leave with that perception. He clarified that there have been no lawsuits in regards to the policy that was under discussion, and he added that anyone who knows him knows that he is worried about any kind of county expenditures. He replied to the comments about the weeds in Lake Peachtree saying Fayette County has not received a formal request from the Peachtree City Council even though he has heard much about it. Mr. Rapson replied to Mr. Bishop's comments saying the County has submitted an offer to Mr. Bishop, but since this is a litigation matter nothing more could be said other than the County is trying to bring resolution. Mr. Rapson replied to Mrs. Jones saying the entire \$99,000.00 in Juvenile Court grant funding goes towards prevention and pre-trial services.

ATTORNEY'S REPORTS:

Notification of Executive Session: County Attorney Dennis Davenport reported that he had three items of Pending Litigation, one item of Threatened Litigation and review of the August 13, 2015 Executive Session Minutes to be considered in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Brown

Response to Warren Oddo's Public Comments: Commissioner Brown stated that he "enjoyed the presentation" and he thought the people can judge for themselves what is going on.

2015 Millage Rate: He stated that the Board had rolled back the millage rate so it was using the same amount of dollars used in previous years.

Suds on the Square Event: Commissioner Brown stated that Suds on the Square would be held on Saturday, October 10, 2015, and that he was volunteering for the event.

Healthy Housing Market in Fayette County: Commissioner Brown stated that he had to move the contents of a house earlier in the day, but he was also able to sell that house at his asking price, which was higher than the "comparables" in the subdivision, in about sixteen hours. He said that was really good for Fayette County and Peachtree City since it bodes well for the entire county. He gave "kudos" to all of Fayette County's jurisdictions for doing the right things and he reiterated that Fayette County has a really strong housing market, and he suggested that Pinewood Studios would only strengthen the housing market.

Commissioner Ognio

Thanks for Congratulations: Commissioner Ognio thanked all the people who congratulated him on becoming Vice Chairman of the County Commission. He hoped that he could live up to their expectations. He stated that it has been an honor to serve a County Commissioner and that it was an even greater honor to serve as Vice Chairman.

Labor Day Holiday: Commissioner Ognio asked everyone to remain safe during the upcoming Labor Day holiday.

Birthday Announcement: Commissioner Ognio stated that his oldest son turned 27 years old yesterday. He joked that even though his son was getting older, he was not getting older.

Commissioner Barlow

Clarification of August 13, 2015 Comments: Commissioner Barlow stated that at the August 13, 2015 meeting he commented that he had met with a psychiatrist during the McIntosh Trail Executive Retreat who had spoken about Commissioner Brown. He said he later spoke to Chief Executive Officer Mike Hubbard of the McIntosh Trail Community Service Board about what was said and he reported that the comments were not made at a McIntosh Trail event. Commissioner Barlow reaffirmed that the comments were made to him by a psychiatrist but he added that he misstated the venue where the comments were made. He emphasized that McIntosh Trail had nothing to do with the comments and he did not want the people at McIntosh Trail "to be suffering because I made an inappropriate remark." Commissioner Barlow then reported that Commissioner Brown wrote a letter to McIntosh Trail Community Service Board complaining about the remarks, and he said Commissioner Brown's action indicated to him that "he [Commissioner Brown] is a narcissist." Commissioner Barlow said Commissioner Brown lies about him and no one questions him, but he said he would start calling Commissioner Brown "on the carpet" because he is tired of the innuendo and slander about both himself and County Administrator Steve Rapson. He said he would stand up for Mr. Rapson because "he's never done anything wrong."

Chairman Oddo

Chairman Oddo said everyone has passion but everyone needed to make the effort to keep their passion under key.

Grand Opening of the Georgia Military College: Chairman Oddo stated that the Georgia Military College is a beautiful facility and he encouraged everyone to take a look at it.

Anniversary of the Krakatoa Eruption: Chairman Oddo stated this was the anniversary of the eruption of Krakatoa; a volcano that erupted many years ago. He said he brought it up since there had really been no "volcanos" on the Board during the meeting, despite some tremors, and he said he appreciated that.

Proposed Ethics Revisions: Chairman Oddo reminded the Board members to provide their comments on the proposed ethics revisions to County Attorney Dennis Davenport by the end of the month so they could be incorporated into a product that the Board could vote on.

EXECUTIVE SESSION:

Three Items of Pending Litigation, One Item of Threatened Litigation, and Review of the August 13 Executive Session

Minutes: Commissioner Ognio moved to recess into Executive Session. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

The Board recessed into Executive Session at 9:46 p.m. and returned to Official Session at 10:19 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Ognio moved to exit Executive Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0. The Executive Session Affidavit, identified as "Attachment 12," follows these minutes and is made an official part hereof.

Settlement with Mr. Jesse Hill: County Attorney Dennis Davenport reported that former employee Jesse Hill was injured on the job in 2004 and as a result of the injury, despite continuing working for Fayette County for a number of years after the injury; he has since separated from employment on December 12, 2014. He said Mr. Hill has had residual impact from his injury dealing primarily with medical benefits as well as income benefits. He said a Workers' Compensation claim has been ongoing since 2004 for primarily medical benefits although it includes income benefits. Mr. Davenport said he was recently able to reach an agreement with Mr. Hill for settlement of all claims and for payment of no future medical expenses. He said the terms of the settlement were for the lump sum of \$80,000.00 with Mr. Hill acknowledging separation of employment from Fayette County with no other claims against the county. He reported Mr. Hill had executed a full release of any claim he has against Fayette County and has agreed no future medicals are obligated to him on behalf of Fayette County. He said the settlement would have to go to the State Board of Workers Compensation for its approval and would be effective when approved by the State Board of Workers Compensation.

Commissioner Ognio moved to approve the settlement according to the County Attorney's recommendation. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

Settlement with Mr. Craig Woods: County Attorney Dennis Davenport reported that a second settlement involved employee Craig Woods. He stated that Mr. Woods was injured from a camper shell on the back of a truck that hit him in the head. He said Mr. Woods has undergone medical costs as well as significant time away from work. He reported that the case was evaluated by Attorney Robert Goldsmith as approved by the Board of Commissioners. Mr. Davenport reported that Mr. Goldsmith took the case to mediation and was able to settle the case for \$103,000.00 with a waiver of subrogation. He said \$103,000.00 would be a full settlement with Mr. Woods and that Mr. Woods would resign from employment. He reported that Mr. Woods would sign a release of all claims against Fayette County and would agree to close all medical obligations. He said the settlement would go into effect on the date of approval by the State Board of Workers Compensation.

Commissioner Brown moved to approve the settlement offered by the County Attorney. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

Approval of the August 13, 2015 Executive Session Minutes: Commissioner Ognio moved to approve the August 13, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

ADJOURNMENT:

Commissioner Ognio moved to adjourn the August 27, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 4-0.

The August 27, 2015 Board of Commissioners meeting was adjourned at 10:23 p.m.

Floyd L. Jones, County Clerk

Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 10th day of September 2015. Referenced attachments are available upon request at the County Clerk's Office.

Floyd L. Jones, County Clerk

COUNTY AGENDA REQUEST

New Business #10

Department: Board of Commissioners

Presenter(s): Charles W. Oddo, Chairman

Meeting Date: Thursday, September 10, 2015

Type of Request: New Business

Wording for the Agenda:

Consideration of a recommendation from the Selection Committee, comprised of Commissioner David Barlow and Dr. Olungbenga Obasango, to appoint Dr. Loida Bonney to the Fayette County Board of Health to fill an unexpired term that will end on December 31, 2017.

Background/History/Details:

The Fayette County Board of Health is one of 159 County Boards of Health throughout the State of Georgia that partners with the Georgia Department of Public Health and eighteen District Health Directors with shared responsibilities of bringing public health functions to the state. Each partner is charged with responsibilities while cooperating with each other, providing mutual support, maintaining open communications, and showing respect for the unique role that each partner has in serving Georgia's citizens.

Fayette County's Board of Health mirrors the responsibilities that all 159 County Boards of Health in Georgia have in common, namely, to assess local needs, advocate for county public health programs, approve and present the health budget to the county commission, and provide policy guidance to the District Health Director. The Board of Health has seven members who must be at least 21 years old, and each position on the Board of Health has specific requirements that must be met. Each Board member has one vote and no single member of the Board has any more authority than the others.

The available position was advertised with the Fayette News, The Citizen, and the Atlanta Journal-Constitution. It was also placed on the county's website. One citizen made application. The Selection Committee, comprised of Commissioner David Barlow and Dr. Obasanjo, interviewed Dr. Loida Bonney and have recommended her for appointment.

What action are you seeking from the Board of Commissioners?

Approval of a recommendation from the Selection Committee, comprised of Commissioner David Barlow and Dr. Olungbenga Obasango, to appoint Dr. Loida Bonney to the Fayette County Board of Health to fill an unexpired term that will end on December 31, 2017.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

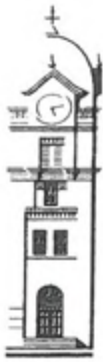
Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

This appointment will replace Dr. Michael Strain who resigned from the Board of Health earlier in 2015.



Fayette
COUNTY

140 STONEWALL AVENUE WEST, STE 100
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5200
www.fayettecountyga.gov

"WHERE QUALITY
IS A LIFESTYLE"

August 14, 2015

Dr. Loida Bonney, MD, MPH



Dear Dr. Bonney:

Thank you for your interest in being considered for the appointment to the Fayette County Board of Health. We appreciate your desire to continue to serve.

We would like to inform you that we are making a recommendation to the Board of Commissioners that you be appointed to Board of Health. We found you to be an excellent candidate for this appointment.

This appointment is contingent on a vote from the Board of Commissioners. The next step is to bring this recommendation before the Board of Commissioners during our next meeting. This will take place on Thursday, September 10, 2015 at 7:00 p.m. at 140 Stonewall Avenue, West, Fayetteville, Georgia in the Public Meeting Room. Your presence is requested for this meeting.

Please notify Tameca White at 770-305-5103 or twhite@fayettecountyga.gov no later than Wednesday, August 26, 2015 if you are unable to attend.

We look forward to having you on board!

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Barlow".

David Barlow
Commissioner

Dr. Olugbenga Obasanjo
Health Board

Cc: Board of Commissioners

1pm
July 22

APPLICATION FOR APPOINTMENT
Fayette County Board of Health

The Fayette County Board of Health partners with the Georgia Department of Public Health and eighteen District Health Directors with shared responsibilities of bringing public health functions to the state. Each partner is charged with responsibilities while cooperating with each other, providing mutual support, maintaining open communications, and showing respect for the unique role that each partner has in serving Georgia's citizens.

Fayette County's Board of Health mirrors the responsibilities that all 159 County Boards of Health in Georgia have in common, namely, to assess local needs, advocate for county public health programs, approve and present the health budget to the county commission, and provide policy guidance to the District Health Director. The Board of Health has seven members who must be at least 21 years old, and each position on the Board of Health has specific requirements that must be met. Each Board member has one vote and no single member of the Board has any more authority than the others. Each Board member is compensated \$10.00 per meeting.

Fayette County would like to inform all interested and qualified Fayette County citizens that one unexpired position on its Board of Health is available to be filled. The unexpired term will end on December 31, 2017. Qualified applicants are Fayette County citizens who are licensed physicians and who are actively practicing in Fayette County.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, June 5, 2015.

If you have any questions, please call (770) 305-5102.

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

NAME Loida E. Bonney, MD, MPH

ADDRESS [REDACTED]

TELEPHONE (day) [REDACTED]
(evening) [REDACTED]

(email address) [REDACTED]

Loida Bonney
Signature

6/3/15
Date

Application for Appointment

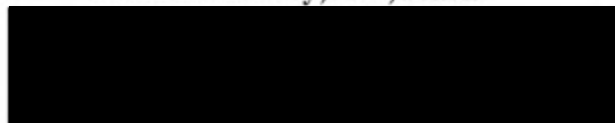
Fayette County Board of Health

1. How long have you been a resident of Fayette County? 8 years
2. Why are you interested in serving on the Fayette County Board of Health?
 - a. I have a long-term interest and passion for people's health and well-being. I believe that everyone deserves access to basic commodities necessary to maintain their health such as clean water, vaccinations, and safe foods.
 - b. I would like to serve because my knowledge in primary care medicine and ability in the area of public health will provide the board with continued expertise it needs from a physician board member. My public health training distinguishes me from most Fayette County practicing physicians. Serving on the board will allow me to put my talent to work through helping to make policy and programs decisions for the county.
3. What qualifications and experience do you possess for appointment to the Board of Health?
 - a. Physician actively practicing in Fayette County
 - b. Experience serving in a public health capacity – I served on two advisory committees to the State Medical Director in Rhode Island several years ago. Specifically, I was part of the Women's Health Advisory Committee and the Minority Health Advisory Committee.
 - c. I have worked in several public health - type clinics where indigent and uninsured citizens are treated. I worked as a consultant at several Federally Qualified Health Centers, at Grady Hospital and Grady Primary Care Center, and currently am the Medical Director at the Fayette CARE Clinic. The Fayette CARE Clinic is a 501c3 non-profit organization with the mission to provide healthcare to the uninsured and underinsured of Fayette County.
4. List your recent employment experiences to include name of company and position.
 - a. Fayette CARE Clinic – Medical Director
 - b. Alpha Internal Medicine - Primary Care Physician
 - c. Emory University School of Medicine – Assistant Professor
 - d. Infectious Disease Program- HIV Physician
 - e. Attending Physician – Grady Memorial Hospital
5. Do you have any past experience relating to the Board of Health?
 - a. I served on two advisory committees to the State Medical Director in Rhode Island several years ago. Specifically, I was part of the Women's Health Advisory Committee and the Minority Health Advisory Committee.
 - b. I have had a relationship with the Department of Health in that I was offered a position as District Health Director for another district. I did not begin the position due to geographical challenges.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No.
7. Have you attended any Board of Health meetings in the past two years and, if so, how many? I have attended 2 meetings over the past two years, which is about 25% of the total number of meetings in that timeframe.
8. Are you willing to attend seminars or continuing education classes at county expense? Yes.

9. What is your vision of the county's future related to the duties of the Board of Health? I envision the Fayette County Board of Health becoming more visible. It will do more to acknowledge and be engaging of the many communities/sub-communities (gender, age, socioeconomic class, religious) within the county to prevent disease and injury. I envision the health department working with community partners to meet needs that are uncovered by the community needs assessment.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the board of health? No
11. Are you in any way related to a County Elected Official or County employee? No
12. Describe your current community involvement. I am involved in the community as a practicing physician, medical director, mother of a child who attends school locally, and member of one of Fayette county's houses of worship. My most visible role will be as Medical Director of the Fayette CARE Clinic. Again, we serve the uninsured in the county and this is made possible through generous individual donors, corporate grants, and a strong relationship with Piedmont Healthcare. This role will take me to various community groups to support and raise awareness of our site.
13. Have you been provided a copy of the county's Ethics Ordinance? Yes
14. Is there any reason you would not be able to comply with the Ethics Ordinance? No.

Curriculum Vitae

Loida E. Bonney, MD, MPH



Office Address:

Alpha Internal Medicine
745 S Glynn Street
Fayetteville, GA 30214

Telephone:

(770) 719-5490x216 (770)-719-3113
(617) 721-5681

Fax:

Email address:



Citizenship: United States citizen

Current Titles and Affiliations:

Academic Appointments

- I. Adjunct Assistant Professor of Medicine, Emory University School of Medicine (date of appointment: 5/4/2013)

WORK EXPERIENCE

- I. Attending Physician, Grady Memorial Hospital Attending supervisor in Grady Memorial Hospital Primary Care Center, Attend in the Infectious Disease Program Family Clinic, Attend on the General Medicine Wards **07/2007-05/2013**
- II. Alpha Internal Medicine, Fayetteville, GA **05/2013 – present**
- III. Medical Director, Fayette CARE Clinic, GA 4/2015-present

Previous Academic and Professional Appointments

- I. Assistant Professor of Medicine, Emory University School of Medicine (07/2007-05/2013)
- II. Assistant Professor, Department of Behavioral Sciences Health Education, Rollins School of Public Health, Emory University (date of joint/secondary appointment: 6/8/10)
- III. Visiting Assistant Professor

Department of Medicine, School of Medicine
University of California, San Francisco (6/1/2011 – 7/31/2011, 6/1/2012-
7/31/2012)

08/2005 – 06/2007	Consultant, Internal Medicine and Pediatrics, Providence Community Health Centers, Providence, Rhode Island
07/2005 – 06/2007	Fellow - Ryan White HIV Clinic, Miriam Hospital, Brown Medical School, Providence, Rhode Island
07/2002 – 06/2005	Residency in Internal Medicine/Pediatrics, Rhode Island Hospital, Hasbro Children's Hospital, Brown Medical School, Providence, Rhode Island
06/2001 – 06/2002	Internship in Internal Medicine/Pediatrics, Rhode Island Hospital, Hasbro Children's Hospital, Brown Medical School, Providence, Rhode Island

Professional Licenses and Board Certifications

2007	Composite State Board of Medical Examiners Georgia, Lic# 59375
2006	Diplomate, American Board of Pediatrics
2005-2008	Rhode Island Board of Medical Licensure and Discipline, Lic# MD11834
2005	Diplomate, American Board of Internal Medicine
2002	National Board of Medical Examiners: USMLE Steps I, II, III

Specialty Boards/Certification

2009-2015	American Academy of HIV Medicine Specialist
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Education

07/1992-5/1996	BA Natural Sciences/Public Health, <i>academic honors</i> Johns Hopkins University Baltimore, Maryland
07/1996 – 05/1999	MD State University of New York Health Sciences Center at Brooklyn, Downstate Medical Center, Brooklyn, New York
5/1999 – 5/2000	MPH Sociomedical Science/Health Promotion Disease Prevention,

Loida Bonney

GPA 3.75 Columbia University, New York, New York

05/2000 –05/2001 MD State University of New York Health Sciences Center at
Brooklyn, Downstate Medical Center, Brooklyn, New York

Electronic Health Records

EPIC – Grady Health System
Greenway Prime Suite – Alpha Internal Medicine

TRAINING

06/2001-06/2002 Internship in Internal Medicine/Pediatrics, Rhode Island
Hospital/Hasbro Children's Hospital, Brown Medical School,
Providence, Rhode Island

07/2002-06/2005 Residency in Internal Medicine/Pediatrics, Rhode Island Hospital,
Hasbro Children's Hospital, Brown Medical School, Providence,
Rhode Island

07/2005-06/2007 T32 Research Fellowship, Miriam Hospital, Brown Medical School,
Providence, Rhode Island

Post Graduate Training

Piedmont Leadership Academy: Transitions to Leadership 9/2014-11/2014

T32 Research Fellow, Miriam Hospital, Brown Medical School, Providence, Rhode
Island, 7/2005-06/2007

HIV Medicine Association Minority Clinical Fellowship, Grady Memorial
Hospital, Emory School of Medicine Atlanta, Georgia, 07/2007-06/2008

Intensive STD Training Course, STD/HIV Prevention Training Center, Hartford,
Connecticut, **Two day training course** 2006 (Month unknown)

The Grant Institute, Harvard Conference Center, Boston, Massachusetts, **Three day
seminar** 2006 (Month unknown)

Principles of STD/HIV Research, University of Washington, Seattle, Washington,
07/2005

Committee Memberships

Loida Bonney

- 2014/2015 Piedmont Clinic Clinical Review Council
- 2013 Faculty Education, Enrichment, and Development Conference, Research Track Co-Organizer and Co-Facilitator
- 2012/2013 Emory Medical Care Foundation Grant Review Committee
- 2012 Emory University Department of Medicine Faculty Development Committee
- 2012 Society for General Internal Medicine Disparities Task Force
- 2011 AIDS Clinical Trials Group Underrepresented Populations Committee
- 2011 AIDS Clinical Trials Group Women's Health Inter-Network Scientific Committee
- 2009 National Opinion Leader for SGIM HIV Prevention Project
- 2008 Clinical Workforce Meeting, HRSA HIV/AIDS Bureau, Rockville, MD
- 2008 Vaccine Expert Panel, Grady Memorial Hospital
- 2008 American College of Physicians Faculty Advisory Board
- 2006 Centers for AIDS Research (CFAR) Social and Behavioral Sciences Research Network (SBSRN) Conference: chosen to represent local CFAR as a mentee, Philadelphia, PA
- 2006 - 2007 Women's Health Advisory Committee, Rhode Island Department of Health
- 2006 - 2007 Minority Health Advisory Committee, Rhode Island Department of Health
- 2006 - 2007 HIV Prevention Conference Planning Committee, Centers for Disease Control and Prevention, Atlanta, Georgia

Post Graduate Honors and Awards

- 2004 The Edward Collins Memorial Fund Award: for work in Pediatric Advocacy
- 2003 ALANA Volunteer Appreciation Certificate: for mentorship of a minority college freshman
- 1999 Macy's Scholar: full scholarship to pursue a degree in public health

Membership in Societies

2010	American Public Health Association
2007- 2014	Society of General Internal Medicine
2007- 2014	HIV Medicine Association
2005 - 2006	Society for Adolescent Medicine
2003 - 2005	American College of Physicians
2001 - 2007	American Academy of Pediatrics

Research Focus

Dr. Bonney is interested in Sexually Transmitted Disease (STD) and HIV/AIDS related health disparities. Broadly, her focus is health services research among underserved populations including minority women, the incarcerated, and substance users. More specifically, her research has focused on acceptance of the prophylactic Human Papillomavirus vaccine among minority women who traditionally suffer disproportionately from STDs, on how forced relocations of African American public housing residents affect biological and behavioral HIV risk, and on barriers and facilitator to HIV primary care for African American women in the Southeastern US.

Grant Support

a) Recent past

U10 DA013720 Metsch (PI) del Rio (co-PI) 09/01/11 – 08/31/15
NIH/NIDA (Univ. of Miami)

Florida Node+ of the Drug Abuse Clinical Trials Network

The overall goal is to test and validate effective and efficient drug treatments that can be adopted by addiction treatment providers through the country

Role: Co-Investigator

UCSF Center for AIDS Prevention Studies

Training Program for Scientists Conducting Research to Reduce HIV/STI Health Disparities

Role: Visiting Professor

1R01DA032098-01

NIH/NIDA (Univ. of Miami)

Project RETAIN: Providing Integrated Care for HIV-infected Crack Cocaine users

This aim of this proposal is to conduct a study that will test, in a randomized experimental design, if a "Retention Clinic" that provides onsite evidence-based substance use/mental health, and patient navigation services to HIV-

positive crack cocaine users in an HIV primary care setting will improve the HIV care outcomes of HIV-infected crack cocaine users.

Role: Co-investigator

NIH/NIDA (R01)

Public Housing Relocations: Impact on HIV Risk and Drug Use

Role: Co-Investigator

b) Completed

ACTG Minority HIV Mentorship Award

Role: Mentee

Co-Investigator – HIV Prevention Trials Network HIV Seroincidence Study
HPTN (064) \$1,057,925, 9/1/08 – 9/30/10

Recipient - Center for AIDS Research Development Core, Development
Funds, \$25,000, 7/1/08 – 6/30/10

Co-Investigator - R21 NIDA, Public Housing Relocations: Impact on
Healthcare Access, Drug Use & Sexual Health, 4/1/09 – 9/1/10

Principal Investigator – Emory Medical Care Foundation, “Identifying
Barriers to HPV Vaccination in Minority Women”, EMCF, \$23,930
7/1/08 – 6/30/09

Principal Investigator - American STD Association, “Identifying Barriers
and Facilitators to HPV Vaccination in Minority Women”, Developmental
Award, \$54,282/yr 7/1/08 – 6/30/10

Co-Principal Investigator CFAR03, Center for AIDS Research, “A Pilot
Study of the Effects of the Atlanta Housing Authority Relocations on Drug
Using Residents’ HIV Risk”, \$60,000, 6/1/08 – 5/31/09

Principal Investigator - American Academy of Pediatrics”, Medical Homes
Initiative for Incarcerated Adolescents”, CATCH Grant, December 2003

Recipient - National Institutes of Drug Abuse, “Infectious Consequences of
Drug Abuse”, T32DA13911, 7/1/05- 6/30/07

Formal Teaching

Emory Out-Patient Experience, 2013/2014 Academic year 1st year Med Stud

Research Mentor

Kara Leverette, MD candidate, 2015

HIV Status Disclosure by Black Women in the Deep South

Mentor, 2011- 2013

Jennifer Grant, MD/PhD candidate,

Senior Resident Grand Round Preceptor, Spring 2012

Ambili Ramachandran

“HPV Vaccine”

Research Mentor, 2012

Natasha Travis, MD, FACP

“HIV Prevention and Testing in Caribbean Communities”

Mentor

Schuyler Livingston, MD

Mentor, 2010-2012

Rupali Doshi, MD

“Engagement in HIV Care”

Research Mentor, 2011

Amaad B. Rana, BA candidate Emory University 2013

Scholarly Research and Inquiry at Emory (SIRE)

“A Call to Action: Assessment of HIV/AIDS and STI Resources at Student Health Services at Historically Black Colleges and Universities”

Research Mentor, 2009 – 2011

Anna Acosta, MD

Knowledge Level about HPV among an Underserved Latina Population in Metro Atlanta: New Opportunities for Targeted Interventions

Senior Resident Grand Round Preceptor, 2010

M. Susanna Castejon, MD

Global Health Care

Thesis Advisor, 2010

Masters of Public Health, BSHE

Student: Nirali Desai

Title: “Health Belief Model Constructs and HPV Vaccine Acceptance: A Test of a Mental Health Mediation Model”

Thesis Advisor, 2010

Masters of Public Health, Global Health

Student: Meryl Ann Goodwin

Title: "Barriers to the HPV Vaccine Among Latina Women in Atlanta, Georgia: A Comparison of Younger and Older Women"

Primary Care Resident Lecture Series HIV and Primary Care

Emory University School of Medicine, Atlanta, Georgia, 2009, 2011

Teaching Attending, Inpatient internal medicine wards, Primary Care Center

Emory University School of Medicine, Atlanta, Georgia 2007-2013

Guest Lecturer, HC 209 Public and Community Health, Stonehill College, Easton, MA, "HPV Vaccine and Health Disparities: Will Policy Shape Health Outcomes?" 2007

Fellow Mentor, Medical Resident Research Elective, Sabrina Assoumou, MD, Project: Pediatricians Intend to Implement Reminder/Recall Systems to Enhance Human Papilloma Virus Vaccination Among Adolescents, 2006

Supervising Resident, Brown University, Biomed 463 Acting Internship in Pediatrics 2004

Supervising Resident, Brown University, Biomed 450 Core Clerkship in Pediatrics 2002 – 2005

Supervising Resident, Brown University, Biomed 301 Core Clerkship in Internal Medicine, 2002 – 2005

Clinical Service

07/2007 – 05/2013	Attending supervisor in Grady Memorial Hospital Primary Care Center , Attend in the Infectious Disease Program Family Clinic Attend on the General Medicine Wards
05/2013 – present	Primary Care Physician, Alpha Internal Medicine

Manuscript/Abstract Reviewer

Journal of Health Care for the Poor and Underserved
AIDS Research and Human Retroviruses
Journal of Studies on Alcohol and Drugs
Southern Society of General Internal Medicine
Journal of General Internal Medicine
American Public Health Association
Postdoctoral Fellow Research Symposium, Poster Judge
Emory University Spring 2011

Department of Medicine Research Day, Poster Judge
Emory School of Medicine, Fall 2012
Health Disparities Research Abstract Reviewer
SGIM 36th Annual Meeting, Denver 2013

Lectureships, Seminar Invitations, and Visiting Professorships

Loida Bonney, MD, MPH, Hannah Cooper, ScD, Josalin Hunter-Jones MSW, MPH, Monique Martin, MPH, Mary Kelly, PhD, Connie Karnes, MA, Richard Rothenberg, MD, MPH Impact of Public Housing Relocations: Are changes in neighborhood conditions related to STIs among relocating residents? March 7th 2013 Georgia State Health Disparities Summit.

Barriers to HIV Care for women and potential solutions. Panelist and workshop facilitator. White House LGBT Conference on HIV/AIDS. Morehouse School of Medicine, Atlanta, GA, April 19, 2012.

“Entering and Remaining: HIV Workforce Member Perspective” Presentation to the IOM Committee on HIV Screening and Access to Care. Institute of Medicine, Washington, DC, September 27, 2010.

“Pathways: The HIV Medicine Minority Clinical Fellowship” Presentation at the HRSA HAB Clinical Workforce Meeting, Rockville, MD, September 15, 2008.

“Perspectives: Experiences in Haiti. Did we help?” Loida Bonney and Minesh Shah Emory at Grady Social Medicine Lecture Series. Steiner Auditorium, Grady Memorial Hospital, July 23, 2010.

“HIV and Primary Care” 10th Annual African American Outreach Initiative”. Lourdermilk Center, Atlanta, Georgia, March 15, 2009.

“Adult Vaccinations: What’s old? What’s new?” Primary Care Grand Rounds. Steiner Auditorium, Grady Memorial Hospital, April 30th, 2008.

“For the Best Sexual Health...” MET High School Health Fair, May 1, 2006.

An Update on Human Papilloma Virus.” State of Rhode Island and Providence Plantations Department of Health, Office of Primary Care and The Health Committee of the Rhode Island Commission on Women. Providence Rhode Island Cannon Building. January 12, 2006

“Human Papilloma Virus: Now There is a Vaccine.” Department of Health, Office of Primary Care Provider Breakfast. Crown Plaza Hotel, Warwick, Rhode Island, November 8, 2005.

Human Papilloma Virus: Now There is a Vaccine.” State of Rhode Island and Providence Plantations Department of Health, Family Health Supervisors Meeting. Providence, Rhode Island Department of Health, September 22, 2005.

HIV 101” Academic Model for Prevention and Treatment of HIV, Social Worker/Case Manager Conference. Eldoret, Kenya, April 2005.

Service and Volunteer Work

2013	Question and Answer: Alzheimer’s Disease, Fayetteville, GA
2013	Health Fair: Ask the Doctor, Fayetteville, GA
2012	Improving your Health in 2012 Mini Lecture Series
2012	National Quality Center In+Care Campaign, Partners in Care Webinar: Reaching Out to Keep our Friends in Care. Physician Panelist
2012	Division of General Medicine Research Forum Co-Director
2007 - 2011	Attending Physician, Fayette Care Clinic
2010	Adventist Medical Evangelism Network Haiti Mission Trip
2008	Ask the Doctor, Prevention Partners, Inc
2004 - 2013	Church Health Ministries Team
2002- 2003; 2005 - 2006	African American Latino Asian Native American (ALANA) Student Mentor, Brown University

Bibliography

Impact of public housing relocations: are changes in neighborhood conditions related to STIs among relocaters? Cooper HL, Haley DF, Linton S, Hunter-Jones J, Martin M, Kelley ME, Karnes C, Ross Z, Adimora AA, del Rio C, Rothenberg R, Wingood GM, Bonney LE. Sex Transm Dis. 2014 Oct;41(10):573-9

Changes in Exposure to Neighborhood Characteristics are Associated with Sexual Network Characteristics in a Cohort of Adults Relocating from Public Housing. Cooper HL, Linton S, Haley DF, Kelley ME, Dauria EF, Karnes CC, Ross Z, Hunter-Jones J, Renneker KK, Del Rio C, Adimora A, Wingood G, Rothenberg R, Bonney LE. AIDS Behav. 2014 Aug 24

Human papillomavirus awareness among HIV-infected drug users in two urban areas. Rosa-Cunha I, Hooton TM, Cardenas GA, Del Rio C, Bonney LE, Pereyra M, Metsch LR. *Int J STD AIDS*. 2014 Dec;25(14):992-6.

Cooper HLF, Hunter-Jones J, Kelley ME, Karnes C, Haley D, Ross Z, Rothenberg R, Bonney LE. The Aftermath of Public Housing Relocations: Relationships between Changes in Local Socioeconomic Conditions and Depressive Symptoms in a Cohort of Adult Relocaters. *Journal of Urban Health*. 2014 Apr;91(2):223-41.

Margaret DeMoss, Loida Bonney, Jennifer Grant, Robin Klein, Carlos del Rio, Judith C. Barker, Perspectives of Middle-Aged African American Women in the Deep South on Antiretroviral Therapy Adherence. *AIDS Care*. In press.

Cooper, HL; Bonney, LE; Ross, Z; Karnes, C; Hunter-Jones, J; Kelley, M; Rothenberg, R. The Aftermath of Public Housing Relocation: Relationship to Substance Misuse Drug and Alcohol Dependence. *Drug and Alcohol Dependence*. 2013 In press

Acosta AM, **Bonney LE**, Fost M, Green VL, del Rio C. HPV Knowledge Among a Marginalized Population [Letter]. *Preventing Chronic Disease* 2013;10:13008.DOI: <http://dx.doi.org/10.5888/pcd10.130888>

Cooper HLF, Wodarski S, Cummings J, Hunter-Jones J, Karnes C, Ross Z, Druss B, **Bonney LE**. Public housing relocations in Atlanta, Georgia, and declines in spatial access to safety net primary care. *Health and Place*. 2012. 18: 1255-1260. DOI: 10.1016/j.healthplace.2012.08.007

L.E. Bonney, Hannah LF Cooper, Angela M. Caliendo, Carlos del Rio, MD, Josalin Hunter-Jones, Deanne F. Swan, Richard Rothenberg, MD, MPH, Benjamin Druss, MD. 2012. Access to health services and sexually transmitted infections in a cohort of relocating African American public housing residents: An association between travel time and infection. *Sexually Transmitted Diseases*. 39 (2):116-21

L.E. Bonney, C. del Rio. 2009, An HIV/AIDS fellowship program for minority physicians. *Journal of the National Medical Association*. 101 (12): 1297-1298

L.E. Bonney, J.G. Clarke, E. M. Simmons, Josiah Rich. 2008, Sexual Risk Behaviors and STI Racial Disparities among Incarcerated Women. *Journal of the National Medical Association*. 100(5): 553-558.

L.E. Bonney, Del Rio, C. 2008, Challenges facing the US HIV/AIDS Medical Care System. *Future HIV Therapy*. 2(2): 99-104.

L.E. Bonney, J.S. Rose, J.G. Clarke, M. R. Hebert, C. Rosengard, & M. Stein. 2007, Correlates of Acceptance of a Hypothetical Gonorrhea Vaccine by Incarcerated Women. Sexually Transmitted Diseases, 34(10): 778-782.

Lally MA, Lemei KD, **Bonney LE**, Zimet GD, 2007, Letter to the Editor in response to: Vaccination: an opportunity to enhance early adolescent preventative services. Journal of Adolescent Health, 40(4): 384.

S.A. Tedeschi, **L.E. Bonney**, R. Manalo, et.al. 2007, Vaccination in Juvenile Correctional Facilities: State Practices, Hepatitis B, and the Impact on Anticipated Sexually Transmitted Infection Vaccines. Public Health Reports, 122(1): 44-48.

L.E. Bonney, M. Lally, D.R. Williams, M. Stein, T. Flanigan. 2006, Where to Begin Human Papillomavirus Vaccination? Lancet Infectious Diseases, 6(7): 389-390.

Book Chapter

Access to Culturally Competent Care for Patients Living with HIV/AIDS, Jodie Dionne-Odom, **Loida E. Bonney** and Carlos del Rio. HIV/AIDS in US Communities of Color. Springer New York, 2009.

Abstracts

Cummings J, Ko M, Allen L, Bonney L, Hunter Jones J, Karnes C, Cooper H. Public housing relocations and changes in access to health care. Panel presentation at the AcademyHealth Annual Meeting Disparities Interest Group. Baltimore, Maryland. June, 2013.

Bonney LE, Cooper HLF, Hunter-Jones J, Martin M, Kelley M, Karnes, C, Rothenberg R. Impact of public housing relocations: Are changes in neighborhood conditions related to STIs among relocaters? 141st Annual Meeting of the American Public Health Association, 2013

Hunter-Jones J, Haley DF, Cooper HL, Bonney LE, Wingood GM, Rothenberg R, Karnes C, Ross Z, Adimora A. Public Housing Relocations in Atlanta: How do Changes in Census Tract Conditions Impact Depression and Sexual Health? First Annual Atlanta Studies Symposium 2013

Cooper HLF, Bonney LE, Haley D, Hunter-Jones J, Rothenberg R. Public Housing Relocations and Biobehavioral Risks of HIV among Substance Misusers: A Longitudinal Multilevel Study of African-American Adults. 75th Annual meeting of the College on Problems of Drug Dependence Annual Meeting. June 16 2013.

Cummings J, Ko M, Allen L, **Bonney L**, Hunter Jones J, Karnes C, Cooper H. Public housing relocations and changes in access to health care. Panel presentation at the

AcademyHealth Annual Meeting Disparities Interest Group. Baltimore, Maryland. June, 2013.

Bonney LE, Cooper HLF, Hunter-Jones J, Martin M, Kelley M, Karnes, C, Rothenberg R. Impact of public housing relocations: Are changes in neighborhood conditions related to STIs among relocaters? 141st Annual Meeting of the American Public Health Association 2013

Hunter-Jones J, Cooper HLF, **Bonney LE**, Kelley ME, Karnes C. Impact of public housing relocations: Are changes in neighborhood conditions related to depression among relocating adults? 141st Annual Meeting of the American Public Health Association 2013

Hunter-Jones J, Haley DF, Cooper HL, **Bonney LE**, Wingood GM, Rothenberg R, Karnes C, Ross Z, Adimora A. Public Housing Relocations in Atlanta: How do Changes in Census Tract Conditions Impact Depression and Sexual Health? First Annual Atlanta Studies Symposium 2013

Cooper HLF, **Bonney LE**, Haley D, Hunter-Jones J, Rothenberg R. Public Housing Relocations and Biobehavioral Risks of HIV among Substance Misusers: A Longitudinal Multilevel Study of African-American Adults. 75th Annual meeting of the College on Problems of Drug Dependence Annual Meeting. June 16 2013.

Margaret DeMoss, **Loida Bonney**, Jennifer Grant, Robin Klein, Carlos del Rio, Judith Barker "I'm going to kill HIV." Perspectives of African American Women in the Deep South on Antiretroviral Therapy Adherence. Poster Presentation for the Society for General Internal Medicine Annual Meeting, Denver Colorado, April 24-27, 2013

Loida Bonney, Kara Leverette Jennifer Grant, Margaret DeMoss, Judith Barker "They don't understand it." Perceived Ignorance as a Deterrent to Disclosure of HIV Status in a Sample of Black Women in the South. Poster Presentation for the Society for General Internal Medicine Annual Meeting, Denver Colorado, April 24-27, 2013

Jennifer Grant, **Loida Bonney**, Judith Barker, Gina Wingood The cycle of substance abuse, prostitution and psychological distress and its effect on health seeking behavior among HIV positive black women. Oral Presentation for the Society for General Internal Medicine Annual Meeting, Denver Colorado, April 24-27, 2013

Knowledge and Perceptions of HIV Clinical Trials in Underrepresented Populations in the United States (US) J. Castillo-Mancilla, S. Cohn, S. Krishnan, M. Cespedes, M. Floris-Moore, G. Schulte, G. Pavlov, D. Mildvan, K. Y. Smith; and the **Underrepresented Populations Survey Group**. International Aids Conference. July 2-27, 2012 Washington, DC.

Loida Bonney, Michael Fost, Yun F. Wang, Victoria L. Green, Gina Wingood, Carlos del Rio, Richard Rothenberg, A Study of African American and Latina Women and Human Papillomavirus Vaccine: Lessons Learned. Oral Presentation at the 19th International

Society for STD Research Conference. July 10-13th, 2011, Quebec, Canada. [Left meeting early due to family emergency]

Level of HPV knowledge in an underserved Latina population in metro-Atlanta: New opportunities for targeted interventions. Anna Acosta, **Loida Bonney**, Michael Fost, Victoria L. Green, Carlos del Rio. Poster Presentation at Society for General Internal Medicine 34th Annual Meeting, May 4-7, 2011. Phoenix, AZ.

Emily Dauria, Melanie Wolfgang, Terrika Barham, **Loida Bonney**, and Hannah LF Cooper. Nature of partnership development and maintenance among impoverished African-American men and women living in a violent community. Oral presentation at the 138th American Public Health Association Annual Meeting. November 6 – 10th, 2010, Denver, CO.

Loida Bonney, Hannah LF Cooper, and Josalin Hunter-Jones. Travel time to health care provider is associated with testing positive for Gonorrhea, Chlamydia, or Trichomonas in a sample of public housing residents. Oral presentation at the 138th American Public Health Association Annual Meeting. November 6 – 10th, 2010, Denver, CO.

Nirali Desai, **Loida Bonney**, Victoria L. Green, and Gina M. Wingood. A theory-based approach to assessing predictors of HPV vaccine acceptance among a sample of African-American women in the South. Poster presentation at the 138th American Public Health Association Annual Meeting. November 6 – 10th, 2010, Denver, CO.

Loida E. Bonney, MD, MPH, Meryl Goodwin, Nirali Desai, Victoria L. Green, MD, MBA, JD, Carlos del Rio, MD. Barriers to the HPV Vaccination among Latina women attending an indigent neighborhood health center in Atlanta: An opportunity to decrease health disparities. Poster presentation at the Society for General Internal Medicine 33rd Annual Meeting. April 28th – May 1st 2010, Minneapolis, MN.

Hannah Cooper ScD, Stephanie Wodarski MA, Emily Dauria MA, Josalin Hunter-Jones, **Loida Bonney**. Public housing relocations: Changes in neighborhood conditions, and in alcohol and other drug abuse patterns. Poster presentation at the American Association of Geographers Annual Meeting, April 14-18 2010, Washington, DC.

Isabella Rosa-Cunha, Thomas M. Hooton, Gabriel Cardenas, Carlos Del Rio, **Loida Bonney**, Lisa Metsch. "HPV Knowledge Among HIV-Infected Drug Users in Two Urban Areas" Poster presentation, Infectious Disease Society of America 47th Annual Meeting, October 29 – November 1, 2009, Philadelphia, PA.

Loida E. Bonney, Hannah Cooper, Tanisha S.Grimes, Richard Rothenberg, Angela Caliendo, Carlos Del Rio. "Sexually Transmitted Infections in Public Housing Residents Scheduled for Relocation." Poster presentation, Infectious Disease Society of America 47th Annual Meeting, October 29 – November 1, 2009, Philadelphia, PA.

Tanisha Grimes, **Loida Bonney**, Hannah Cooper. "Reaching the Relocating" Lessons Learned From Recruitment Strategies of Relocating Public Housing Residents Into a Biobehavioral HIV Risk Study." Poster presentation, National Conference on Health Communication, Marketing and Media, August 11 – 13, 2009, Atlanta, GA.

Bonney LE, Rosa-Cuhna I, Wingood G, Metsch L, del Rio C. *Preventing HPV Infection in HIV-Positive Women*. Oral Presentation, National Medical Association Annual Meeting, Atlanta, GA, July 2008.

L.E. Bonney, F. Gillani, G. Zimet, M.A. Lally. HPV and HPV Vaccine Attitudes Differ by Race and Ethnicity in a Sample of Young Women. Presentation as a Poster, IDSA 45th Annual Meeting. San Diego, California, October 4 –7, 2007.

L.E. Bonney, S. Assoumou, M. Stein, S. E. Reinert, T.P. Flanigan, M.A. Lally. Pediatricians Intend to Implement Reminder/Recall Systems to Enhance Human Papilloma Virus Vaccination Among Adolescents. AAP Futures of Pediatrics Conference, Orlando, Florida, June 29 – July 1, 2007.

L.E. Bonney, E.M. Simmons, J.G. Clarke, J.D. Rich, HPV and HIV in Underserved Populations. New England Regional Health Disparities Conference, Foxwoods, Connecticut, April 2 – 4, 2007.

L.E. Bonney, J.G. Clarke, E. M. Simmons, et.al. Sexual Risk Behaviors Do Not Explain Sexually Transmitted Infection Disparities by Race/Ethnicity: Vaccine Implications. Presentation as a Poster, 2nd Annual Vaccine Renaissance Conference, Providence, Rhode Island, June 2006.

L.E. Bonney, J.S. Rose, J.G. Clarke, M. R. Hebert, C. Rosengard, M. Stein. Correlates of Acceptance of a Hypothetical Gonorrhea Vaccine by Incarcerated Women. Presentation as a Poster, 2006 CDC/STD Prevention Conference, Jacksonville, Florida, May 2006.

L.E. Bonney. "Predictors of Pediatricians' and Family Practitioners Intent to Deliver HPV Vaccines –Project Planning Phase" Division of Immunology, Miriam Hospital, Providence, Rhode Island. Presentation as Poster, 2005 Second Northeast Regional Advocacy Conference, Hasbro Children's Hospital, Brown Medical School, September 2005, Providence, Rhode Island.

COUNTY AGENDA REQUEST

New Business #11

Department: Board of Commissioners

Presenter(s): Charles W. Oddo, Chairman

Meeting Date: Thursday, September 10, 2015

Type of Request: New Business

Wording for the Agenda:

Consideration of a recommendation from the Selection Committee, comprised of Commissioners David Barlow and Randy Ognio, to nominate Jelunder W. Clark, Timothy Etson, and Lavonia Stepherson to the Fayette County Hospital Authority for appointment.

Background/History/Details:

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding. The Hospital Authority is comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority.

Three potential appointees are nominated by the Fayette County Board of Commissioners for each vacant position. Upon receiving the nominees, the Hospital Authority will either select a nominee or decline the nominees.

The Selection Committee, comprised of Commissioners David Barlow and Randy Ognio, interviewed four applicants to fill one(1) vacancy on the Hospital Authority. If approved, the applicants will be provided to the Hospital Authority for possible appointment.

What action are you seeking from the Board of Commissioners?

Approval of a recommendation from the Selection Committee, comprised of Commissioners David Barlow and Randy Ognio, to nominate Jelunder W. Clark, Timothy Etson, and Lavonia Stepherson to the Fayette County Hospital Authority for appointment.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

This request is to fill a vacancy due to the untimely death of Mr. Steven Cole. The Hospital Authority will be notified once the Board approves nominees. The Hospital Authority will then appoint one of the nominees to serve on the authority.

Jelunder W. Clark, M.D.

8/14/2015
FRIDAY 1:30

APPLICATION FOR APPOINTMENT Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, June 26, 2015.

If you have any questions, please call (770) 305-5102.

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

NAME JELENOCK CLARK, MD

ADDRESS [REDACTED]

[REDACTED]

TELEPHONE (day) [REDACTED]

(evening) [REDACTED]

(email address) [REDACTED]

[Signature]
Signature

6-25-15
Date

1. How long have you been a resident of Fayette County? *12 YEARS*
2. Why are you interested in serving on the Fayette County Hospital Authority?
I WOULD TO BRING MY INTEGRATIVE MEDICINE SKILLS TO THE COMMUNITY
3. What qualifications and experience do you possess for appointment to the Hospital Authority? *I AM A PHYSICIAN AND I REFER TO HOSPITAL REGULARLY. I WOULD LIKE TO HELP BRIDGE COMMUNITY EXPERIENCES.*
4. List your recent employment experiences to include name of company and position.
WELLNESS MEDICINE AND SOURCE CARE MANAGEMENT MEDICAL DIRECTOR
5. Do you have any past experience relating to the Hospital Authority? If so, please describe. *NO*
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? *NO*
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many? *NO*
8. Are you willing to attend seminars or continuing education classes at county expense? *YES*
9. What is your vision of the county's future related to the duties of the Hospital Authority? *TO HELP BRIDGE ANY COMMUNICATION GAPS BETWEEN MEDICAL PROVIDERS THE HOSPITAL AND COMMUNITY*
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority? *NO*
11. Are you in any way related to a County Elected Official or County employee? If so, please describe. *NO*
12. Describe your current community involvement. *I AM A MEDICATED MEDICAL DIRECTOR, I SPONSOR THE INTEGRATIVE MEDICINE ROUNDTABLE AT THE WINDHAM IN PEACHTREE CITY*
13. Have you been provided a copy of the county's Ethics Ordinance? *YES*
14. Is there any reason you would not be able to comply with the Ethics Ordinance? *NO*

Curriculum Vitae

Jelunder W. Clark, M.D



Professional Experience

May 2007 to Present

Primary Investigator
Jalum Clinical Research, LLC
3300 Memorial Drive, Suite C1
Decatur, GA 30032

June 2003 to Present

Executive Medical Healthcare, P.C
2201 Talmadge Road
Lovejoy, Georgia 30250

May 2001 to Present

Independent Consultant
American Paraprofessional Systems
313 Dividend Road, Suite 204
Peachtree City, Georgia 30269

January 2003 to May 2003

Rockdale Family Practice
2020 Honey Creek Parkway
Conyers, Georgia 3001

October 2001 to January 2003

Lovejoy Heart and Medical Clinic
2201 Talmadge Road
Lovejoy, Georgia 30250

October 1996 to February 2001

Kaiser Permanente Southwood Facility
Internal Medicine Provider
Willie Rainey, M.D Residency Program
Jonesboro, Georgia

July 1993 to September 1996

University of Alabama in Birmingham, Medical Clinics
Family Practice Resident
Michael Linder, M.D Residency Program
Huntsville, Alabama

November 1992 to June 1993

Howard University, AIDS Education and Training Center
Administrative and Research Assistant
Margaret Kadree, M.D Principle Investigator
Washington, District of Columbia

October 1991 to December 1991

Department of Dermatology
Clinical Assistant
Valerie Calendar, M.D Staff Physician
Washington, District of Columbia

December 1990

Family Practice Center
Clinical Assistant
Robert Smith, M.D Director
Jackson, Mississippi

Summer 1990

The National Institute of Drug Abuse
Addiction Medicine and Treatment Fellowship Program
Summer Fellow
Bennie Primm, M.D Director of Site Location, Jackson, Mississippi

Post Graduate Training

July 1993 to September 1996

University of Alabama in Birmingham, School of Medicine
Huntsville, Alabama
Huntsville Family Practice Residency Program
Huntsville, Alabama

Education

August 1987 to December 1992

Howard University College of Medicine
Washington, District of Columbia
Medical Doctorate Degree

September 1985 to August 1987

University of Southern Mississippi
Hattiesburg, Mississippi
Bachelor of Science Degree in Biology, Minor in Chemistry

September 1983 to 1985

Tougaloo College
Jackson, Mississippi
Biology, Pre-Med Major

Additional Training

October 1999

Population Care Management, Computer Software
Kaiser Permanente
Atlanta, Georgia

March 1995

Technical Writing Course
University of Alabama in Birmingham,
Huntsville, Alabama

Certification

American Board of Family Practice
National Board of Medical Examiners, Part 1 and Part 2
BCLS, ACLS, PALS, ATLS

Licensure

Georgia Medical License

Professional Appointments

October 1997

Research Committee for Kaiser Permanente

January 1998

Internal Review Board for Research at Kaiser Permanente

September 1998

Smoking Cessation Champion of the Georgia Region for Kaiser Permanente

March 1999

Advisory Committee for Addressing Tobacco in Manage Care

October 1999

Population Care Manager of Internal Medicine for Kaiser Permanente

January 2000

Started Diabetic Drop in Group Medical Appointment Sessions (DIGMA) at Kaiser Permanente

Academic Appointments

Chief of Family Practice Morning Report
Assistant Lecturer of Family Practice Program

Hospital Privileges

Piedmont Hospital, Atlanta, Georgia
Spalding Regional Hospital, Griffin, Georgia
Henry Medical Center, Stockbridge, Georgia

**Publications/Abstracts/
Presentations**

"Smoking Cessation Guidelines" Kaiser Permanente, Advisor Southeast Permanente Medical Group Clinical Practice, Group Prevention and Drug Therapy Guidelines, Atlanta, Georgia

"Streptococcus Pneumonia: A Closer Surveillance Warranted" Chief Advisor, Margaret Kadree, M.D Director of Clinical Research and Chief of Infectious Diseases, Morehouse School of Medicine, Atlanta, Georgia. Oral and Poster presentation, The Southern Medical Association 89th Annual Scientific Assembly in Kansas City, Missouri, November 1995, full paper submitted for publication.

**Research Experience
And Presentations**

October 2007 to Present

Study Description Dose Ranging Effects of Three Low-Doses of Naturelose (Tagatose) on Glycemic Control and Safety of Naturlose (Tagatose) Over Six Months in Subjects with Mild Type 2 Diabetes Mellitus Under Control with Diet and Exercise. Jihann AbdulAleem, Clinical Director Ialum Clinical Research, LLC, 3300 Memorial Dr. Suite C1 Decatur, GA 30032

May 2007

Study Description Protocol No. Se-GLYCO-06-01, entitled,
"A Six-Month, Multi-Center, Open-Label Study to assess the safety and efficacy of Oral Glycopyrrolate Liquid for the Treatment of Pathologic (Chronic Moderate to Severe) Drooling in Pediatric Patients 3 to 18 years of age with Cerebral Palsy or other Neurologic Conditions" Jihann AbdulAleem Clinical Director, Ialum Clinical Research, LLC, 3300 Memorial Dr. Suite C1 Decatur, GA 30032

January 1993

"Aids Testing Kit Project"
Margaret Kadree, M.D Principal Investigator, District of Columbia AIDS Education and Training Center, Washington, District of Columbia

January 1990 to April 1990

"Endometrial and Ovarian Cancer Study Risk Factors and Treatment among African American Women"
George Bonney, M.D Supervisor, Howard University Cancer Center, Washington, District of Columbia

Summer 1998 and Summer 1989

"The Effects of Swansonine and Retinoids on MHC and Estrogen Receptors in Breast Cancer Cells"
Georgia Dunston, M.D Supervisor, Howard University Cancer Center, Washington, District of Columbia

Summer 1986

"Cardiac Arrhythmias in Elderly: Relationship to Falls and Certain Medications,"
Anna C. Epps, M.D., Director of the Medical Education Enrichment Program, Tulane University Medical Center, New Orleans, Louisiana

Honors and Awards

1995

Poster Presentation Award, Southern Medical Association
89th Annual Scientific Assembly, Kansas City, Missouri

1990

Dr. Monroe Crawford Class of 1927 Scholarship Award
Howard University College of Medicine, Washington, District of Columbia

1987 to 1989

National Medical Fellowship Award, Howard University College of Medicine,
Washington, District of Columbia

Timothy D. Etson

Floyd Jones

10:30 am

From: Etson, Timothy [REDACTED]
Sent: Friday, May 15, 2015 1:15 PM
To: Floyd Jones
Subject: Reconsideration of application for position of Hospital Authority Board Member

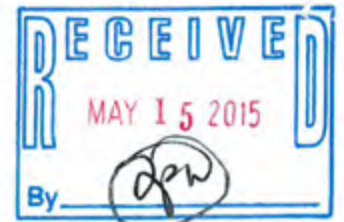
Greetings Mr. Jones,

Please reconsider my application for the Hospital Authority Board after the May 15, 2015 deadline. Thanks,

Timothy D. Etson
[REDACTED]

Sent with Good (www.good.com)

10:30



1:16pm

APPLICATION FOR APPOINTMENT Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, May 15, 2015.

If you have any questions, please call (770) 305-5102.

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

NAME Timothy D. Etson

ADDRESS [REDACTED]

[REDACTED]

TELEPHONE (day) [REDACTED]

(evening) [REDACTED]

(email address) [REDACTED]

[Signature]
Signature

15 May 15
Date

1. How long have you been a resident of Fayette County? *15 years*
2. Why are you interested in serving on the Fayette County Hospital Authority?
My experience in Emergency Management has given me an opportunity to learn about different aspects of hospitals.
3. What qualifications and experience do you possess for appointment to the Hospital Authority? *I have served 10 years in State Government and seven in Federal Government. I also mentor MPH students at Morehouse School of Medicine.*
4. List your recent employment experiences to include name of company and position.
DHS/FEMA 3003 Chamblee-Tucker Rd, Atlanta Program Manager
5. Do you have any past experience relating to the Hospital Authority? If so, please describe. *No*
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
No
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many? *No*
8. Are you willing to attend seminars or continuing education classes at county expense? *I am - I believe in continuing education and being a life long learner.*
9. What is your vision of the county's future related to the duties of the Hospital Authority? *I believe the county should provide adequate funding, sound recruitment and retention of staff, and provide great customer service to the citizens that use the Hospitals.*
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?
None at all, I do not work in the medical profession
11. Are you in any way related to a County Elected Official or County employee? If so, please describe. *No*
12. Describe your current community involvement.
Boy Scouts, Recreational Baseball and Basketball for my sons, Fayette County Historical Society, active Parent at sons' schools.
13. Have you been provided a copy of the county's Ethics Ordinance?
Yes
14. Is there any reason you would not be able to comply with the Ethics Ordinance?
No

TIMOTHY DEMORRIS ETSON**PRESENTATION OF QUALIFICATIONS****PROFESSIONAL OBJECTIVE**

A responsible career position that will utilize my education, professional skills, extensive experience, and proven abilities as well as provide upward mobility commensurate with achievements.

SUMMARY OF QUALIFICATIONS

Experience	<p><i>7.0 years as an Emergency Management Program Specialist for the U.S. Department of Homeland Security/FEMA.</i></p> <p><i>2.5 years as a Grants Administrator for the Georgia Emergency Management Agency.</i></p> <p><i>3+ years as an Adjunct Professor for Herzing College of Business and Technology.</i></p> <p><i>2.5 years as a Policy Analyst for the Governor's Office of Planning and Budget.</i></p>
Education	<p>Ph.D. CLARK ATLANTA UNIVERSITY, Atlanta, Georgia Major: Political Science - Subfield: Public Administration Defended Dissertation September 23, 2011</p> <ul style="list-style-type: none">1 Pi Sigma Alpha National Political Science Honor Society2 Alpha Epsilon Lambda Graduate Student's Honor Society <p>Master of Public Administration CLARK ATLANTA UNIVERSITY, Atlanta, Georgia Graduated: 1999</p> <ul style="list-style-type: none">3 Pi Alpha Alpha National Honor Society for Public Affairs and Administration <p>Bachelor of Science SOUTH CAROLINA STATE UNIVERSITY, Orangeburg, South Carolina Major: Economics - Minor: Mathematics Graduated: 1988</p>
Professional Training	<p>Campus Emergencies Awareness Level at Louisiana State University. All-Hazards Higher Education Conference at Emergency Management Institute. Introduction to Six Sigma/Lean Technology. Executive Leadership Summit at Hampton University. Project Management Principles National Planners Course</p>

TIMOTHY D. ETSON

Resume - Page Two -

- Certification** Advanced Certified Emergency Manager by the Georgia Certified Emergency Manager Program - Grant Application Reviewer by the U.S. Department of Housing and Urban Development.
- Strengths** Excellent communications skills, both oral and written...
Excel in training, motivating, developing, and directing team spirit and effort...
Detail oriented... Quickly identify and institute resolution to demanding problems...
Decisive... Exemplify confidence in ability to make calculated decisions...
Very thorough from inception to completion of any assigned project...
Strong organization and planning skills... Effective time management...
Always complete projects in a timely manner - Meet deadlines...
Perform well in a demanding, fast-paced, stressful environment...
Career/Goal/Achievement driven... Thrive on daily challenges...
Committed to the highest of professional standards in any career endeavor...
- Associations** American Society for Public Administration, Boy Scouts of America, Toastmasters.

PROFESSIONAL EXPERIENCE

- February, 2008
to Present **Emergency Management Program Manager**
U.S. DEPARTMENT OF HOMELAND SECURITY/FEMA, Atlanta, Georgia
Delegate authority to individuals, groups/divisions, and teams while serving as the Public Assistance Branch Lead during deployments to Joint Field Offices. Formulate and direct plans and programs for administration of Public Assistance Program while operating in compliance with all laws, regulations, and policies during deployments to Joint Field Offices. Coordinate activities related to the Fire Management Assistance Grant Program. Establish and monitor closings of open disaster grants that are currently on the NEMIS, and EMMIE Systems. Also responsible for special projects, public presentations, training, and maintaining effective work processes.
- June, 2005
to Feb., 2008 **Grants Administrator**
GEORGIA EMERGENCY MANAGEMENT AGENCY, Atlanta, Georgia
Provided assistance to local governments in obtaining terrorism grants for the Public Assistance Division. Monitored compliance with grant policies and procedures. Conferred with Terrorism Division to plan and initiate grant programs concerning organizational, operational, and functions of grants and oversaw their executions. Conducted extensive research in compiling information needed to generate reports, complete projects, and respond to questions and concerns. Analyzed problems, questions, and issues and developed resolutions. Reviewed expenditures of grant funds to ensure funds were spent according to regulations.

- REFERENCES** Available upon request.

Lavonia W. Stepherson

10:00

APPLICATION FOR APPOINTMENT Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, June 26, 2015.

If you have any questions, please call (770) 305-5102.

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

NAME LAVONIA W. Stepherson

ADDRESS [REDACTED]

[REDACTED]

TELEPHONE (day) [REDACTED]

(evening) _____

(email address) stepia@hotmail.com

Lavonia W. Stepherson
Signature

6/18/2015
Date

1 .How long have you been a resident of Fayette County?

Since March, 2013

2 .Why are you interested in serving on the Fayette County Hospital Authority?

Throughout my work career I have been a Patient and Healthcare advocate working with or providing services for members of our society who have healthcare issues, physical, mental disability and behavioral health problems. I am an advocate for, delivery of quality professional services to all of the people who live in our community.

3. What qualifications and experience do you possess for appointment to Fayette County Hospital Authority?

Served:

Risk Director Dorminy Medical Center (2004-2005)

5 years South Georgia Community Service Board (2007-2012)

5 years South Georgia Regional Council (2007-2012)

25+ years Registered Nurse experience

4. List your current employment experiences to include name of company and position.

2014 WIA Intake Case Manager, AVPRIDE, Youth Workforce Development Program.

I provide support services for all youth 16-21 who meet income requirements or have a disability. The goal is for our students to graduate from high school, obtain a post-secondary education, or graduate from college and become gainfully employed.

5. Do you have any past experience relating to the Fayette County Hospital Authority? If so, please describe.

In the past I served 5 years on the Behavioral Health Service of South Georgia Community Board which provided healthcare and disability services within the counties of Ben Hill, Berrien, Brooks, Cook, Echols, Irwin, Lanier, Tift and Turner. The Board provided a range of services to children, adults and families with mental illness, addictive disease and individuals with Developmental Disabilities.

6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?

No

7. Have you attended any Fayette County Hospital Authority meetings in the last two years and, if so, how many?

No

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

9. What is your vision of the county's future related to the duties of Fayette County Hospital Authority?

- Provide community with patient centered care
- Patient First
- Continuous Improvement
- Sound Financial system
- Professional providers of quality care
- Free community services to public (Health screenings, education resources, Health Fairs)
- Involvement in health related charities

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Hospital Authority?

No

11. Are you in any way related to a county Elected Official or County employee? If so, please describe.

No

12. Describe your current community involvement.

Southside Support Inc. Executive Board

Member Cornerstone Baptist Church

National Alliance on Mental Illness NAMI

13. Have you been given a copy of the county's Ethics Ordinance?

Yes

14. Is there any reason you will not be able to comply with the County's Ethics Ordinance?

No

Lavonia W. Stepherson

QUALIFICATIONS SUMMARY

Results-oriented professional with twenty-five years of progressive responsibility in health, manufacturing and educational environments. Proficient in developing and implementing programs to quality and outcome standards. Transferable skills include:

CAREER SKILLS/KNOWLEDGE

Program Coordinator	Case Management	Clinical/Staff Training	Financial Analysis
Cost Management	Employee recruitment	Investigation/Litigation	Networking
Staffing strategies	Benefits administration	Accounts payable/receivable	
Supervision	General Management	Human Growth & Development	

EDUCATION

Wayne State University, Detroit, Michigan
Bachelors of Science, Nursing

Georgia Academy for Economic Development
Fitzgerald, Georgia

Highland Park Community College, Detroit, Michigan
Associate of Science, Nursing

PROFESSIONAL EXPERIENCE

WIA Intake Case Manager
AVPRIDE

2014

- Conduct customer intake procedures and facilitate intensive services including but not limited to: student case management, assessment, career guidance. Maintain accurate, complete case records based on standards set forth by WIA Guidelines

Director of Certified Literate Community Program (CLCP)
Wiregrass Georgia Technical College

2007-2012

- Gather and measure data to define community literacy goals
 - Develop ,present and implement strategic and operational plans to CLCP Executive Board of Directors
 - Create partnerships with community organizations ,civic leaders ,industry leaders and business owners on behalf of literacy programs
 - Establish Executive Board of Directors for Irwin, Ben Hill, Wilcox, Coffee , Atkinson , Berrien, Brooks, Cook, Echols and Lanier counties
 - Coordinate and supervise CLCP operations throughout 11 county area
 - Submit reports to state certifying agency
-

Interim Occupational Health	2005-2006
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Occupational Health Nurse

- Provided education and counseling for employees with health, family and emotional issues
- Managed and provided health services employees for with injuries and illness
- Served as a case manager for employees with work related injuries

Dorminy Medical Center	2004 -2005
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RiskDirector

- Coordinated investigations of incidents involving actual or potential injury to external and internal customers.
- Coordinated activities of one or more departments in formulating, revising, or administering organizational policies

Lawnwood Medical Center	2003-2004
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Home Visiting Case Manager

- Reinforced teaching of infant health and psychosocial assessment of family readiness.
- Analyzed assessment data for postpartum complication based on risk factors.
- Identified high-risk postpartum clients and infants based on analysis and synthesis of clients needs during home visits.
- Formulated intervention plans to prevent disequilibrium in transition to parenthood.
- Served as community advocate on behalf of high risk babies and their families

Children Medical Services	2002-2003
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Registered Nurse Specialist

- Planned and implemented care for HIV exposed children
- Provided continuum of care to infant and HIV/AIDS Moms/Dads
- Established and maintained open relationships within four county areas, St. Lucie, Martin, Okeechobee and Indian River
- Provide counseling and support to families in relation to their needs.

St. Lucie County Schools	2000 to 2002
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Migrant Health Care Manager

- Represented migrant students as a team member with other health professionals within the School Health District.
- Developed and conducted migrant community information programs.
- Conducted epidemiological investigation activities related to communicable diseases and other health problems.
- Monitored contractual agreements and analyze trends in migrant health policies that affected migrant health resources.

COUNTY AGENDA REQUEST

Department: Legal

Presenter(s): Dennis A. Davenport, County Attorney

Meeting Date: Thursday, September 10, 2015

Type of Request: New Business

Wording for the Agenda:

Consideration of Ordinance 2015-10 amending Fayette County's Code of Ordinances by deleting Section 16-10 pertaining to "Social hosts," from Article I of Chapter 16 in its entirety and by enacting a new Section 16-10 pertaining to Social Hosts.

Background/History/Details:

On March 11, 2014, the Board of Commissioners unanimously adopted Ordinance 2014-04 enacting provisions to Social Hosts. The ordinance made it unlawful for any person who is in legal and actual control of any location where a gathering takes place to allow such a gathering where one or more persons attending the gathering is charged with a violation of any of the provisions of O.C.G.A. Section 3-3-23. The ordinance was approved by Code Enforcement and Sheriff Barry Babb.

Recently, a request has been made to amend the Social Host Ordinance. The County Solicitor is in support of the proposed amendment although he expressed some concern that the mandated sentences / fines could restrict the judges decision. Sheriff Babb is also in support of the Social Host ordinance as presented.

Ordinance 2015-10 as proposed is a total rewrite of Ordinance 2014-04- negating the effectiveness of a red-line version of proposed changes.

"Exhibit A" provides Ordinance 2014-04 and O.C.G.A. Section 3-3-23 as approved on March 11, 2014. "Exhibit B" provides Ordinance 2015-10 in final form.

What action are you seeking from the Board of Commissioners?

Adoption of Ordinance 2015-10 amending Fayette County's Code of Ordinances by deleting Section 16-10 pertaining to "Social hosts," from Article I of Chapter 16 in its entirety and by enacting a new Section 16-10 pertaining to Social Hosts.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? Yes

If so, when? Tuesday, March 11, 2014

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

EXHIBIT A

ORDINANCE 2014-04- SOCIAL HOST

and

O.C.G.A. Section 3-3-23

**APPROVED BY THE BOARD OF COMMISSIONERS ON
TUESDAY, MARCH 11, 2014**

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2014- 04

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO ENACT PROVISIONS PERTAINING TO SOCIAL HOSTS; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO OFFENSES AND MISCELLANEOUS PROVISIONS (CHAPTER 12), BE AMENDED AS FOLLOWS:

Section 1. By adding a new Section 12-10, pertaining to "Social hosts", to Article I of Chapter 12, to be numbered and read as follows:

Sec. 12-10. Social hosts.

(a) *Definitions.* For the purposes of this section, the following definitions shall apply:

- (1) *Social host* shall mean any person who is in legal and actual control of any location where a gathering takes place.
- (2) *Gathering* shall mean three (3) or more non-family members, at least one of whom is under the age of 21 years old.

(b) *Violation.* It shall be unlawful for any social host to allow any gathering where one (1) or more persons attending such gathering is charged with a violation of any of the provisions of O.C.G.A. § 3-3-23.

(c) *Penalties.* Any person who violates any provisions of this section shall, upon conviction, be guilty of a violation of such ordinance and shall be punished in accordance with this Code of Ordinances; provided, however, that for a first offense, the person shall not be fined less than \$150.00; for a second and subsequent offense, the person shall not be fined less than \$500.00.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

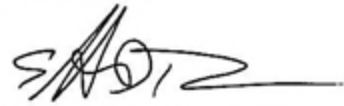
Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or

unconstitutional.

SO ENACTED this 11th day of March, 2014.


BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: 
Steve Brown, Chairman

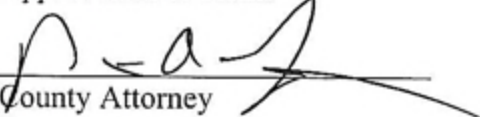
(SEAL)



ATTEST:


Floyd Jones, County Clerk

Approved as to form:


County Attorney

GEORGIA CODE
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*** Current through the 2009 Regular Session ***

TITLE 3. ALCOHOLIC BEVERAGES
CHAPTER 3. REGULATION OF ALCOHOLIC BEVERAGES GENERALLY
ARTICLE 2. PROHIBITED ACTS

O.C.G.A. § 3-3-23 (2009)

§ 3-3-23. Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification; proper identification; dispensing, serving, selling, or handling by persons under 21 years of age in the course of employment; seller's actions upon receiving false identification

(a) Except as otherwise authorized by law:

(1) No person knowingly, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age;

(2) No person under 21 years of age shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage;

(3) No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage;

(4) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age; or

(5) No person under 21 years of age shall misrepresent his or her identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

(b) The prohibitions contained in paragraphs (1), (2), and (4) of subsection (a) of this Code section shall not apply with respect to the sale, purchase, or possession of alcoholic beverages for consumption:

(1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state; or

(2) At a religious ceremony.

(c) The prohibitions contained in paragraphs (1), (2), and (4) of subsection (a) of this Code section shall not apply with respect to the possession of alcoholic beverages for consumption by a person under 21 years of age when the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person and when possession is in the home of the parent or guardian and such parent or guardian is present.

(d) The prohibition contained in paragraph (1) of subsection (a) of this Code section shall not apply with respect to sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification card, driver's license, or an identification card authorized under Code Sections 40-5-100 through 40-5-104. "Proper identification" shall not include a birth certificate and shall not include any traffic citation and complaint form.

(e) If such conduct is not otherwise prohibited pursuant to Code Section 3-3-24, nothing contained in this Code section shall be construed to prohibit any person under 21 years of age from:

(1) Dispensing, serving, selling, or handling alcoholic beverages as a part of employment in any licensed establishment;

(2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured; or

(3) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment.

(f) Testimony by any person under 21 years of age, when given in an administrative or judicial proceeding against another person for violation of any provision of this Code section, shall not be used in any administrative or judicial proceedings brought against such testifying person under 21 years of age.

(g) Nothing in this Code section shall be construed to modify, amend, or supersede Chapter 11 of Title 15.

(h) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished is actually 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and to be furnished with proper identification as provided for in subsection (d) of this Code section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so knowingly.

(i) Any retailer or retail consumption dealer, or any person acting on behalf of such retailer or retail consumption dealer, who upon requesting proper identification from a person attempting to purchase alcoholic beverages from such retailer or retail consumption dealer pursuant to subsection (h) of this Code section is tendered a driver's license which indicates that such driver's license is falsified, is not the driver's license of the person presenting it, or that such person is under the age of 21 years, the person to whom said license is tendered shall be authorized to either write down the name, address, and license number or to seize and retain such driver's license and in either event shall immediately thereafter summon a law enforcement officer who shall be authorized to seize the license either at the scene or at such time as the license can be located. The procedures and rules connected with the retention of such license by the officer shall be the same as those provided for the acceptance of a driver's license as bail on arrest for traffic offenses pursuant to Code Section 17-6-11.

HISTORY: Code 1933, § 5A-510, enacted by Ga. L. 1981, p. 1269, § 22; Ga. L. 1985, p. 753, §§ 1, 3; Ga. L. 1985, p. 782, §§ 1, 2; Ga. L. 1986, p. 789, §§ 1, 2; Ga. L. 1988, p. 1372, § 1; Ga. L. 1989, p. 1227, § 1; Ga. L. 1997, p. 1085, § 1.

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1 of 1



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O.C.G.A. § 3-3-23 ([Copy w/ Cite](#))

Pages: 3



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EXHIBIT B

Proposed Final Form Ordinance 2015-10

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2015-10

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO AMEND THE PROVISIONS PERTAINING TO SOCIAL HOSTS; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO OFFENSES AND MISCELLANEOUS PROVISIONS (CHAPTER 16), BE AMENDED AS FOLLOWS:

Section 1. By deleting Section 16-10, pertaining to “Social hosts”, from Article I of Chapter 16 in its entirety and by enacting, in lieu thereof, a new Section 16-10, pertaining to Social Hosts to read as follows:

Sec. 16-10. Social hosts.

(a) *Statement of Intent.* Having found that alcohol is a contributing factor in many risky behaviors and crimes committed by persons under the age of 21, and having found that persons under the age of 21 often possess or consume alcoholic beverages at social gatherings held at private residences or upon private property under the control of

persons over the age of 21, known as “Social Hosting”, the Board of Commissioners of Fayette County, Georgia finds that it is in the interests of the public safety and welfare of the citizens of Fayette County, Georgia to prohibit Social Hosting.

(b) *Definitions.* For the purposes of this section, the following definitions shall apply:

(1) *Alcoholic beverage* shall mean alcohol, spirits, liquor, wine, beer, and every liquid, solid, or gas containing alcohol, spirits, liquor, wine, or beer.

(2) *Gathering* shall mean an assembled group of three (3) or more non-related persons, at least one of whom is under the age of 21 years old.

(3) *Related persons* shall mean persons that live together in a household or persons related by blood, marriage, adoption or other legal construct.

(4) *Responsible Person* shall mean any person who is in legal or actual possession or control of any private property where a gathering takes place, regardless of whether such person has actual title to the property, including but not limited to: the property owner, renter, or lessee; the person in charge of the property; or the person who organized the gathering on the property.

(c) *Violation.* No Responsible Person, as defined herein, shall allow a gathering to take place if a person under 21 years of age at the gathering obtains, possesses, or consumes any alcoholic beverage and the Responsible Person knows or should have known that a person under 21 years of age has obtained, possessed, or consumed any alcoholic beverage at said gathering.

(1) Said Responsible Person shall be deemed to know or should have known of the gathering, if:

a. The gathering takes place within the structure where the

Responsible Person is located, and the presence of alcohol is reasonably detectable; or

b. The gathering takes place within sight of the Responsible Person, and the presence of alcohol is reasonably detectable; or

c. The gathering takes place within a reasonable hearing distance of the Responsible Person, and the presence of alcohol is reasonably detectable; or

d. The Responsible Person actually knows of the gathering taking place anywhere on property under his/her control, and the presence of alcohol is reasonably detectable.

(2) It shall be an affirmative defense to prosecution under this section if a Responsible Person (a) gives timely notice to a law enforcement official of the discovery of alcohol at the gathering or (b) supervises the activities of persons under the age of 21 at the event and prohibits and prevents access to alcoholic beverages by any person under the age of 21.

(d) *Penalties.*

(1) Any person who violates this section shall be required to appear at Court to answer said charge. The punishment imposed upon conviction shall not exceed a fine of \$1,000.00 or six months' imprisonment or both, provided the judge shall probate not less than 120 days of any sentence imposed, except as otherwise provided by general law, and shall not exceed the maximum punishment specified herein. In the event a sentence is revoked, a defendant shall not serve more than 60 days in jail.

(2) Any person who is found guilty of violating this section shall be punished as follows:

a. For the first offense, up to six (6) months imprisonment all of which may be probated, and a fine up to \$500.00, and community service up to ten (10) hours, and mandatory participation in a victim impact panel, and participation in an alcohol education class at the court's discretion. In the event a sentence is revoked, a defendant shall not serve more than 60 days in jail.

b. For the second offense, up to six (6) months imprisonment all but 24 hours may be probated, and a fine of not less than \$500.00 and not more than \$750.00, and community service up to 20 hours, and mandatory participation in a victim impact panel, and participation in an alcohol education class at the court's discretion. In the event a sentence is revoked, a defendant shall not serve more than 59 days in jail.

c. For the third and subsequent offenses, up to six (6) months imprisonment all but 30 days may be probated, and a fine of no less than \$1000.00, and community service up to 200 hours, and mandatory participation in a victim impact panel, and participation in an alcohol education class at the court's discretion. In the event a sentence is revoked, a defendant shall not serve more than 30 days in jail.

(3) Any person who is found guilty of violating this section, and serious bodily injury or death resulted from the occurrence of the gathering, shall be sentenced to the maximum allowable jail time of 60 days (Fayette County Code

§1-7, O.C.G. A. §36-1-20).

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this 10th day of September 2015.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Charles W. Oddo, Chairman

(SEAL)

ATTEST:

Floyd L. Jones, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

New Business #13

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to change protocol on creating and amending county policies and procedures.

Background/History/Details:

On April 25, 2013, based on Board direction given at the April 5, 2013 Retreat, the Fayette County Board of Commissioners approved staff's request to delegate the authority to amend Human Resources policies and procedures to the County Administrator and the Human Resources Director, and to delegate the authority to amend Finance policies and procedures to the County Administrator and the Chief Financial Officer. The delegation of this authority was again discussed at the May 28, 2015, Board meeting but not changed.

After extensive review; realignment; consolidation; and vetting of the former county policies and procedures, staff has completed the revisions and amendments warranted.

Staff recommends any new and amended policies and procedures go before the Board for its consideration and approval.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to change protocol on creating and amending county policies and procedures.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

All 141 of the county policies can be reviewed using the following website link: http://www.fayettecountyga.gov/hum_res/index.htm

Click the "Policies and Procedures" link on the left of the website page and the county policies will download.

COUNTY AGENDA REQUEST

New Business #14

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of proposed revisions to Policy No. 210-07 Grant Management.

Background/History/Details:

During the August 27, 2015 Board of Commissioners meeting, the Board directed staff to revise Policy No. 210-07 pertaining to Grant Management.

The directed revisions were to include authorization to the Chairman and Vice Chairman to sign grant applications that do not exceed \$100,000.00.

"Exhibit A" provides a red-line version of the proposed policy.

"Exhibit B" provides a final version of the proposed policy.

What action are you seeking from the Board of Commissioners?

Approval of proposed revisions to Policy No. 210-07- Grant Management.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

“EXHIBIT A”

POLICY 210-07

GRANT MANAGEMENT

RED-LINE VERSION

FAYETTE COUNTY
POLICIES AND PROCEDURES

OPERATIONAL FUNCTIONS
Finance - Grant Management
210.07

PURPOSE

The purpose of this policy is to provide guidance to staff to ensure the coordinated and efficient administration of all County grants.

POLICY

The Board of Commissioners (BOC) actively encourages all departments and agencies to seek grant opportunities as alternative sources of funding for the achievement of outcomes and delivery of services desired by the citizens of Fayette County. There shall be a consistent and uniform process for obtaining authorization from the BOC to solicit, apply, accept, and budget for grants for the County and the management and reporting of grant activity by the County.

PROCEDURE

All departments and agencies must adhere to the procedures outlined in this policy for all monies received through federal direct aid, federal pass-through aid, state aid and other grants.

Grant opportunities provided by for-profit corporations will not be considered unless it is documented within the grant agreement that the County is not providing an endorsement of the corporation and/or its products. Solicitation by the corporation will not be allowed.

All federal and state grants are subject to federal and state requirements.

1) Grant Solicitation

- a) The BOC encourages the pursuit of any such grants provided that all fiscal implications, such as matching funds and continuing costs, are clearly identified in advance of the BOC's review and approval as provided herein.
- b) Departments and agencies shall notify the Finance Department of its intent to solicit grant funding providing support of the fiscal impacts as outlined in 1a.

2) Grant Application Process

- a) All departments and agencies seeking grant funds must obtain advance authorization from the BOC through the agenda process.
- b) The Chairman or Vice Chairman is authorized to sign applications for grants in an amount not to exceed \$100,000.00.

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

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~~a)c)~~ All grant applications in amounts that do not exceed \$100,000.00 must be approved by the department head(s) directly responsible for the grant, the Chief Financial Officer, and the County Administrator prior to signature by the Chairman or Vice Chairman.

~~b)d)~~ Authorization by the BOC will include both the ~~solicitation, application,~~ acceptance, and budget of required funding for the grant. The budget will be for the appropriate fiscal year; ~~s~~Subsequent fiscal years must be included in the normal budget process.

~~e)~~ ~~When a grant opportunity presents itself without sufficient time to go through the BOC agenda process, subsequent ratification of an application is permitted. In this case, the department or agency must notify the County Administrator in writing of their intent to apply for the grant and obtain approval of the County Administrator prior to submitting the grant application. BOC ratification of the grant application must be sought through the agenda process as soon as possible after applying for the grant based on the agenda submission schedule.~~

e) All solicitations, applications, acceptances, and budgets of grant opportunities in amounts greater than \$100,000.00 shall proceed through the normal BOC agenda process.

~~Ⓢf)~~ The department or agency obtaining the grant will serve as the grant project/program administrator and is responsible for preparing the agenda item and must include:

- i) A copy of the grant application.
- ii) A budget amendment, coordinated with Finance for account assignment, outlining the grant amount and matching local funds as applicable.
- iii) Supporting documentation including correspondence with granting agency and verification of available local match funding.
- iv) Continuing operating costs identified and documented.

3) County Tax Support Implications

- a) All current or future County tax support funding implications associated with the grant must be identified and assessed prior to submission for BOC approval.
- b) Types of County tax support should include required local cash match, revenue and expenditure budget impact, impact on other departments and agencies, continuation of services when grant funding terminates, and any other type of implication not specifically identified in this policy.
- c) Any positions funded by the grant must be identified at the time of BOC application authorization.
- d) The County will not automatically assume responsibility for a position upon termination of the grant funds. Replacement funding must be requested during the normal annual budget process.

FAYETTE COUNTY
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210.07

- e) Employees in County positions funded by grants are potentially eligible for unemployment compensation benefits upon termination of the grant funding. These benefit payments are at the County's expense and must be covered by the requesting department's existing operating budget.

4) Grant Notification

- a) Award – When a department or agency is notified of a grant award, the department or agency shall inform the BOC, County Administrator, and Chief Financial Officer. This notification must be made in writing and include pertinent information about the grant including grantor, grant amount, grant period, and grant purpose.
 - i) Finance will post the appropriate budget amendment upon award notification.
- b) Denial – When a denial of the grant award is received, the department or agency shall inform in writing the BOC, County Administrator, and Chief Financial Officer.
- c) Withdrawal – In the event that a grant application needs to be withdrawn or an award declined, the department and agency shall submit a BOC agenda request for the BOC to authorize the County Administrator to execute a letter of withdrawal to terminate the application or agreement as applicable. The agenda item support documentation must include the reason for such action, the approved agenda, and any correspondence with the grantor.

5) Grant Administration

- a) Grant Management - Each department or agency shall budget and manage its grant funds in accordance with the grantor's and the County's fiscal policies. Compliance with special conditions or any other grantor requirement/guidance as outlined in the grant shall be the responsibility of the department or agency obtaining the grant. The department should coordinate with other county departments in a timely manner to fulfill any unique stipulations associated with the grant.
- b) Budgeting - As applicable, grants should be incorporated into the County's budget process and five-year CIP plan. This is separate from the initial BOC agenda process requesting authorization to solicit, apply, accept and budget for the grant. Subsequent differences in the grant amount awarded and the budgeted amount adopted by the BOC will require a budget adjustment via the BOC agenda process. The department or agency should work with the Finance department in determining adjustment(s) needed.
- c) Procurement - All purchasing policies and procedures shall be followed, as they apply, for the purchase of goods, services, or construction made with grant funds.

FAYETTE COUNTY
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- d) Personnel - All human resource policies and procedures shall be followed, as they apply, for the administration of the grant award including but not limited to compliance with the Equal Employment Opportunity Plan requirement.
- e) Accounting/Reporting – Grant recipients shall be responsible for the following:
 - i) Revenue Monitoring - Submittals for grant reimbursement must be reconciled against actual receipts and provided to Finance for proper accounting. Receipt of grant reimbursed funds shall be provided to Finance for validation and deposit.
 - ii) Expenditure Control – only grant-related expenditures shall be charged to the grant account. All expenditures must meet the authorized use of funds as per the grant agreement. Finance must be notified and provided documentation required to record capital equipment or fixed assets. Departments shall not use grant funding to supplant County funds.
 - iii) Reporting – the department or agency shall ensure all procedures and requirements are followed in preparing and submitting financial and project reports, reimbursement requests, close out reports and any other documents as outlined in the grant agreement in a timely manner.
 - iv) Supporting Documentation - the department or agency shall provide Finance additional information needed to support grant transactions including:
 - (1) All correspondence with the grantor
 - (2) Grant agreement
 - (3) Amendments
 - (4) Extension requests and authorizations
 - (5) Requests for reimbursement with summary backup
 - (6) All reports – financial, program/project related
 - (7) Close out reports
 - v) Record Retention – each department or agency shall retain all financial files related to the grant for a period of five years after the submission of the final financial report or as otherwise specified in the grant’s terms and conditions, whichever is longer.

6) Audit Requirements

Grants may be subject to any or all of the following types of audits:

- a) Single Audit – Federally funded programs are subject to audit under the guidelines of the Office of Management and Budget (OMB) Circular A-133. If expenditures for all grants of the County in the fiscal year total more than \$500,000, then a single audit is required.
- b) Grantor/Program Audit – individual grantors may audit grant programs as they deem necessary. Departments and agencies should familiarize themselves with any grantor audit requirements.

Each department or agency should notify Chief Financial Officer in writing of any and all Federal or State audits, review, inspections and/or monitoring imposed on the County by a

FAYETTE COUNTY
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grantor. The department or agency should coordinate with Finance on any documentation needed prior to the conduction of an audit. Finance will notify the external auditor of any findings as a result of the audit.

“EXHIBIT B”

POLICY 210-07

GRANT MANAGEMENT

FINAL PROPOSED POLICY

**FAYETTE COUNTY
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PURPOSE

The purpose of this policy is to provide guidance to staff to ensure the coordinated and efficient administration of all County grants.

POLICY

The Board of Commissioners (BOC) actively encourages all departments and agencies to seek grant opportunities as alternative sources of funding for the achievement of outcomes and delivery of services desired by the citizens of Fayette County. There shall be a consistent and uniform process for obtaining authorization from the BOC to solicit, apply, accept, and budget for grants for the County and the management and reporting of grant activity by the County.

PROCEDURE

All departments and agencies must adhere to the procedures outlined in this policy for all monies received through federal direct aid, federal pass-through aid, state aid and other grants.

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All federal and state grants are subject to federal and state requirements.

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- a) The BOC encourages the pursuit of any such grants provided that all fiscal implications, such as matching funds and continuing costs, are clearly identified in advance of the BOC's review and approval as provided herein.
- b) Departments and agencies shall notify the Finance Department of its intent to solicit grant funding providing support of the fiscal impacts as outlined in 1a.

2) Grant Application Process

- a) All departments and agencies seeking grant funds must obtain advanced authorization from the BOC through the agenda process.
- b) The Chairman or Vice Chairman is authorized to sign applications for grants in an amount not to exceed \$100,000.00.

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- c) All grant applications in amounts that do not exceed \$100,000.00 must be approved by the department head(s) directly responsible for the grant, the Chief Financial Officer, and the County Administrator prior to signature by the Chairman or Vice Chairman.
- d) Authorization by the BOC will include both the acceptance and budget of required funding for the grant. The budget will be for the appropriate fiscal year. Subsequent fiscal years must be included in the normal budget process.
- e) All solicitations, applications, acceptances, and budgets of grant opportunities in amounts greater than \$100,000.00 shall proceed through the normal BOC agenda process.
- f) The department or agency obtaining the grant will serve as the grant project/program administrator and is responsible for preparing the agenda item and must include:
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5) Grant Administration

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FAYETTE COUNTY
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- ii) Expenditure Control – only grant-related expenditures shall be charged to the grant account. All expenditures must meet the authorized use of funds as per the grant agreement. Finance must be notified and provided documentation required to record capital equipment or fixed assets. Departments shall not use grant funding to supplant County funds.
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- b) Grantor/Program Audit – individual grantors may audit grant programs as they deem necessary. Departments and agencies should familiarize themselves with any grantor audit requirements.

Each department or agency should notify Chief Financial Officer in writing of any and all Federal or State audits, review, inspections and/or monitoring imposed on the County by a grantor. The department or agency should coordinate with Finance on any documentation needed prior to the conduction of an audit. Finance will notify the external auditor of any findings as a result of the audit.

ADMINISTRATOR'S REPORT

APPROVED QUOTE FOR CONTRACT

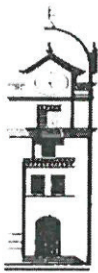
AWARD: QUOTE #1015-A MILLING & FDR AT RIVER PARK
SUBDIVISION

VENDOR: BLOUNT CONSTRUCTION COMPANY, INC.

AMOUNT: \$85,650.00 NOT TO EXCEED

AVAILABLE BUDGET: \$269,650.00 (ACCT# 37540220-541210-6220H) RIVER PARK-
ASPHALT REPAIR / OVERLAY ROAD DEPARTMENT

PURPOSE: MILLING AND FULL DEPTH RECLAMATION AT RIVER PARK
SUBDIVISION



Fayette COUNTY

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

"WHERE QUALITY
IS A LIFESTYLE"

To: Steve Rapson
From: Ted L. Burgess
Date: August 21, 2015
Subject: Request for Quotes #1015-A: Milling & FDR at River Park Subdivision

River Park Subdivision is located off State Route 92 in northern Fayette County. Construction in the subdivision started in 2007 and the curb, gutter and binder were installed, but no top course. The subdivision sat vacant until home construction activities began recently. With the resumption of development, the county proposes to contract for milling and full depth reclamation (FDR) of the roads in Phase 1A of the subdivision. In preparation for the work, Construction Materials Services, Inc. provided engineering services, including inspection, testing, and mix design for the FDR.

To secure a contractor to perform the milling and FDR work, the Purchasing Department issued Request for Quotes #1015-A. Notices of the opportunity to bid were emailed to 10 contractors. Another 195 were contacted through the web-based Georgia Procurement Registry. In addition, invitations were extended via the Fayette News, the county website, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23. Three companies submitted quotes (attached).

The Request for Quotes included options for the asphalt milling process, which are (1) wet curing, and (2) prime and sand over FDR. The Road Department recommends using the prime and sand over FDR as bid by Blount Construction Company, Inc. This was the lowest bid for either option from the three companies. The not-to-exceed amount for the proposed contract is \$85,650.00. Specifics of the proposed contract are as follows:

Contract Name:	1015-A; Milling & Full Depth Reclamation at River Park Subdivision
Vendor:	Blount Construction Company, Inc.
Not-to-Exceed Amount:	\$85,650.00
Budget:	
Organization Code:	37540220 Road Department
Object Code:	541210 Other Improvements
Project Code:	6220H River Park – Asphalt Repair / Overlay
Available Budget:	\$269,980.00
Awarding Authority:	County Administrator

Approval Signature

Date: 8/31/15

Attachment

QUOTE NUMBER: #1015-A

QUOTE NAME: MILLING AND FULL DEPTH RECLAMATION

DESCRIPTION	EST. QTY.	ATLANTA PAVING AND CONCRETE CONSTRUCTION		BLOUNT CONST. CO., INC.		THE MILLER GROUP, INC.	
		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
MILLING							
ASPHALT MILLING	13500 SY	\$3.83	\$51,705.00	\$1.75	\$23,625.00	\$1.55	\$20,925.00
10" FDR	6500 SY	\$9.93	\$64,545.00	\$5.25	\$34,125.00	\$5.95	\$38,675.00
CEMENT	110 TN	\$127.73	\$14,050.30	\$165.00	\$18,150.00	\$210.00	\$23,100.00
CURING							
WET CURING OF FDR	6500 SY	\$1.27	\$8,255.00	\$1.70	\$11,050.00	NO BID	
PRIME AND SAND OVER FDR	6500 SY	\$3.00	\$19,500.00	\$1.50	\$9,750.00	\$1.10	\$7,150.00
ASPHALT MILLING INCLUDING WET CURING OF FDR			\$138,555.30		\$86,950.00		NO BID
ASPHALT MILLING INCLUDING PRIME AND SAND OVER FDR			\$149,800.30		\$85,650.00		\$89,850.00