

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MARCH 10, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GREG MURRAY, GEORGE ANDERSON AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, DEPUTY COUNTY CLERK MICHELLE WEST AND NEWS REPORTER POWELL COBB.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Pete Stephens called the regular scheduled meeting to order at 9:00 a.m. After the call to order, Commissioner Greg Murray gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda as presented. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVE MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held February 25, 2020 as presented. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business to be Discussed.

NEW BUSINESS

**Audit Report – Ben Lee.** Chairman Stephens recognized Mr. Ben Lee. Mr. Lee of Coastal CPA presented the Board of Commissioners with an audit report for Fiscal Year ending June 30, 2019. Mr. Lee stated an unmodified opinion, which is a clean opinion, was issued on the County's financial statements. Mr. Lee stated there were no non-compliance in any of the federal laws or regulations over the expenditures of those funds discovered. Mr. Lee stated that the County has done another great job this year in managing the budget. Mr. Lee stated that the unassigned financial resources increased by a little over \$2.5 million dollars during the year. Mr. Lee stated that the actual revenues from the General Fund was \$2.7 million over the amount budgeted and the actual expenditures was \$1.4 million less than the amount budgeted. Mr. Lee said that gave a strong positive variance with the budget in both revenue and expenditures. Mr. Lee stated the general fund unassigned fund balance, which is the amount of resources you have available in the general fund that is not restricted or committed to anything increased by a little over \$1.6 million dollars to bring that unassigned fund balance to a little over \$6.6 million dollars. Mr. Lee stated that this is all good news but Decatur County is only half way where it needs to be. Mr. Lee stated these general fund positive budgetary results are due to effective budgetary control by management. Mr. Lee stated this is a great turn-around and a great job done by the County Administrator and staff. Mr. Lee said the trend for the County needs to continue to have growth in the unassigned fund balance of the general fund. Mr. Lee stated that the general rule for a government is to have a minimum of six months to a year of operating expenditures in the unassigned fund balance in the general fund in order to be financially sound. Mr. Lee stated that the County has the landfill and in order to keep the landfill running, the County has to be able to

prove that you have the financial capability to meet the closure and post-closure requirements of the landfill which increase every year. Mr. Lee recommended that the Board hold a workshop in the near future and let him explain what the real financial position is and what the County's requirements are. Mr. Lee reported to the Board that everything looks good and recommended for everyone to stay on course.

**Consider Approval of Memorandum of Agreement with Southwest Georgia Regional Commission – Pre-Mitigation Plan.** Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that this is a Memorandum of Agreement with Southwest Regional Commission that provides the County's Pre-Mitigation plan. County Administrator Thomas stated that this is an update to the plan that is required by the Federal Emergency Management Agency regulations and the Georgia Emergency Management Agency regulations. County Administrator Thomas stated that the total cost for this project is \$15,000 and this agreement extends through March 30, 2022. County Administrator Thomas recommended the Board approve this agreement. Vice Chairman Brinson made a motion to approve this agreement. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

**Proposed Road Closure – Portion of Old Faceville Road.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a letter from Mr. Greg Smith who represents the clients of James and Gail Brown along with a map that shows the portion of Old Faceville Road that they are requesting to close. County Administrator Thomas stated at this point it is only to inform the Board of their request. County Administrator Thomas stated that he will have Public Works take a look at this and make a recommendation in which we will discuss in a future meeting. County Administrator Thomas stated there is no action to be taken at this time.

**COMMISSIONERS / ADMINISTRATOR'S REMARKS**

All the Commissioners thanked everyone for coming to the meeting and thanked County Administrator Thomas and all the staff for another good year in managing the budget.

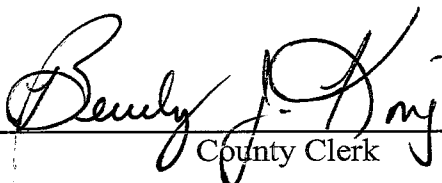
County Attorney Bruce Kirbo announced that the Decatur County Surplus Property Sale will offer an online auction to begin April 3, 2020 and end on April 16, 2020. Currently the list of properties to be sold can be accessed online.

County Attorney Bruce Kirbo announced that the lawsuit with the solar company has been resolved.

Chairman Stephens announced that Dr. Ruis from the Health Department will be at the next Commissioners' meeting to discuss the Coronavirus. Chairman Stephens congratulated Commissioner Brock and Vice Chairman Brinson for having no opposition on their elections.

There being no further business, the meeting, on motion by Commissioner Murray, was duly adjourned. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Approved:   
Chairman

Attest:   
County Clerk

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**by and on behalf of**  
**THE UNIVERSITY OF GEORGIA**  
**COOPERATIVE EXTENSION**  
**And DECATUR COUNTY**

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and Decatur County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in Decatur County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

## **I. OPERATIONS**

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

### **A. UGA EXTENSION agrees to the following:**

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

### **B. The COUNTY agrees to the following:**

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
  - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the Decatur County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
  3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

**II. COMPENSATION**

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- A. COOPERATIVE DIRECT PAY**  
**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".**
- B. COOPERATIVE CONTRACT PAY**  
**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the**

**County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**



**C. COUNTY FUNDED EXTENSION PERSONNEL**

**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

**III. AGREEMENT**

1. This MOU shall take effect when it is executed by both Decatur County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

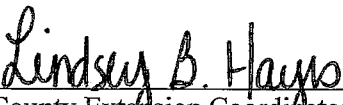
The address of UGA Extension is: 101-B Ag Lane  
Bainbridge, GA 39817

The address of County is: P.O. Box 726  
Bainbridge, GA 39818

or such other address as shall be furnished by such notice to the other party.

  
\_\_\_\_\_  
Chairman, Board of Commissioners, Decatur County

Date: 2-25-2020

  
\_\_\_\_\_  
County Extension Coordinator, Decatur County

Date: 2/19/2020

\_\_\_\_\_  
Vice President for Public Service and Outreach, University of Georgia

Date: \_\_\_\_\_

## Addendum A

### COOPERATIVE DIRECT PAY

**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.



6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum B

### COOPERATIVE CONTRACT PAY:

**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance; and
  - c. Pay applicable FICA taxes; and
  - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum C

### COUNTY FUNDED EXTENSION PERSONNEL

**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

**For County Funded Extension Personnel, UGA EXTENSION agrees to the following:**

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

**For County Funded Extension Personnel, the COUNTY agrees to the following:**

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance;
  - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
  - d. Designate supervision of extension personnel to the District Extension Director.
4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

**Memorandum of Agreement (MOA)**  
**Southwest Georgia Regional Commission**  
**And**  
**Decatur County**

This agreement entered into this 10<sup>th</sup> day of March, 2020, by the **Decatur County** (Hereinafter called the Client) and the **Southwest Georgia Regional Commission** (hereinafter called the RC).

**WITNESS THAT:**

**Whereas**, the **Client** desires to engage the **RC** in providing technical assistance to update the Pre-Mitigation Plan required by the Federal Emergency Management Agency (FEMA).

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

**I. Retention of the Southwest Georgia Regional Commission Staff**

The Client agrees to retain the RC staff and the RC staff shall have the responsibility for the timely and proper performance in the delivery of services required to complete the Pre-Mitigation Mitigation Plan.

**II. Scope of Services**

The RC shall perform and carry out the following services as needed in a satisfactory manner and with guidance from the Client. It shall provide timely and complete assistance to the County Emergency Management Agency office. The work for this agreement encompasses only the Pre-Hazard Mitigation Plan for the County Emergency management Agency office. In doing so, the RC shall perform the following tasks with the guidance of appropriate local officials:

1. Facilitate committee and public meetings including producing agendas, maintaining sign-in-sheets, leading discussions, completing digital worksheets data input for spreadsheets, and maintaining all information for the appendices.
2. Write and produce the Plan and Appendices in both hard copy and digital versions.
3. Work through the Plan approval process and the Plan Adoption processes.

**III. Personnel**

In order to ensure the development and completeness of the Pre-Mitigation Mitigation Plan, County officials and other personnel so designated shall work closely with and coordinate all pertinent tasks with the assigned RC personnel.

**IV. Compensation**

The Client agrees to pay the RC for the performance of the deliverables as outlined in Sections II of this agreement. The cost of developing the Pre-Hazard Mitigation Plan shall be \$15,000 to be billed as listed below:

- **March 30, 2020**
- **June 30, 2020**
- **December 31, 2020**
- **June 30, 2021 (Final Payment can be withheld until plan approval)**

**Total Cost of the Project: \$15,000**

The following is a cost breakdown of each item in the scope of services:

1. Facilitate committee and public meetings including producing agendas, maintaining sign-in-sheets, leading discussions, completing digital worksheets data input for spreadsheets, and maintaining all information for the appendices.  
COST: \$8,000
2. Write and produce the Plan and Appendices in both hard copy and digital versions.  
COST: \$5,000
3. Work through the Plan Approval process and the Plan Adoption processes.  
COST: \$2,000

**V. Review Period**

Upon completion of the draft version of the Pre-Hazard Mitigation Plan the County shall have a minimum of (10) calendar days to review the documents for comments and final revisions prior to submission.

**VI. Nondiscrimination**

Both parties will comply with Title VI of the Civil Rights Act which provides that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

**VII. Ownership**

All data, and/or maps produced in whole or in part under this contract shall remain the property of the County. No data or maps(s) prepared by the RC prior to this Agreement shall be so encumbered. Furthermore, the RC will not apply for the copyright for any reports, data, or other documents produced in whole or in part under this Agreement.

**VIII. Drug and Smoke Free Workplace**

The RC hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession or use of a controlled substance or marijuana during the performance of this Agreement. The RC may be suspended, terminated, or debarred if it is determined that:

- 16.1. The RC has made a false certification herein above, or
- 16.2. The C has violated such certification by failure to carry out the requirements of Official Code of Georgia 50-24-3.

**IX. Certification for Contracts, Grants, Loans, And Cooperative Agreements**

No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering onto of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contact, grant, loan, or cooperative Agreement.

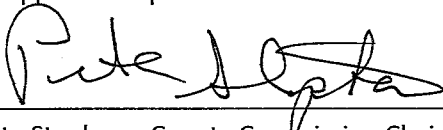
If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Agreement, the undersigned shall complete an submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

**X. Length of Agreement**


This duration of this contract for the development of the Pre-Hazard Mitigation Plan shall extend to March 30, 2022. It is further agreed that this agreement may be terminated by either party upon thirty (30) days written notice to the other party. The County shall reimburse the RC for any valid expenditures under this agreement that the RC has incurred up to the date of the receipt of the termination notification. Additional expenditures by the RC during the thirty (30) day period will be incurred only with the permission of the County. These approved expenditures will be reimbursed at the date of termination.

**XI. Termination of Agreement**

This agreement shall terminate once the Client has been billed for the final payment of the contract. It is further agreed that either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. The Client shall reimburse the RC for any valid expenditure eligible under this agreement that the RC has incurred up to the date of receipt of the termination notification. Additional expenditures by the RC during the thirty (30) day period will be incurred only with the permission of the Client. These approved expenditures will be reimbursed at the date of termination.



Pete Stephens, County Commission Chairman



Witness

\_\_\_\_\_  
Suzanne Angell, Executive Director, SWG RC

\_\_\_\_\_  
Witness