



AGENDA

**Camden County Board of Commissioners
Teleconference Regular Meeting in accordance with
O.C.G.A. § 50-14-1(g) due to COVID19 Pandemic
Tuesday, June 16, 2020 ~ 6:00 PM**

Teleconference powered by Intellor

A participant may register for the conference at <https://ems8.intellor.com?do=register&t=1&p=827858> after which s/he will receive an email containing dial-in numbers and a personalized access code.

Or simply call the following number and enter the access code followed by the # sign:

**US Toll Free: 1-877-369-5243
Enter Access Code: 0911948#**

Opening Ceremonies

- Invocation delivered by Commissioner Lannie Brant

Roll Call

Agenda Amendments

Adoption of Agenda

Approval of Minutes

- [June 2, 2020 Public Hearing and Regular Meeting minutes; June 11, 2020 Special Called Meeting minutes](#)

Presentations

- [Proclamation recognizing the week of June 14-20, 2020 as National Waste & Recycling Workers Week](#)
- [Camden County's Paved Roadway Inventory and Assessment, in the category of Transportation, receives National Achievement Award from the National Association of Counties \(NACo\)](#)

Public Comments – Comments regarding items featured on the Agenda

This meeting will be conducted via teleconference (Intellor). Public Comments may be made by registering via the following link <https://ems8.intellor.com?do=register&t=1&p=827858> after which you will receive an email containing dial-in numbers and a personalized access code. If you have not registered and simply call the number provided instructions will be given by the moderator for those wishing to address the Board.

Public Comments can also be submitted via the Speaker Request Form located at <https://www.camdencountyga.gov/FormCenter/County-Administrator-8-8/Regular-Meeting-Speaker-Request-Form-43-43> and will be included in the official minutes.

Please adhere to Chapter 2, Article 2 Board of Commissioners, Sec. 2-33 Code of Conduct, (2) Members of the Audience which can be found at the following link: <https://www.camdencountyga.gov/ArchiveCenter/ViewFile/Item/628>

Adjourn the Regular Meeting and convene the Public Hearing

Public Hearing – Comments either in favor or in opposition of the item

- [Request for Special Use approval to install a Solar Power Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.](#)

Adjourn Public Hearing and reconvene the Regular Meeting

Consent Agenda

1. [Service agreements for the County's Hotel/Motel tax collection and distribution of the funds collected with the St. Marys Convention and Visitors Bureau Authority, Kingsland Convention and Visitors Bureau Authority, and the Camden County Chamber of Commerce.](#)
2. [Agreements with the City of Kingsland, City of St. Marys, and Public Service Authority to provide County Wellness Clinic services for the Fiscal Year 2021.](#)
3. [Agreement for Professional Services with Earl T. Martin, MD for Fiscal Year 2021](#)
4. [Georgia Indigent Defense Services Contract.](#)
5. [Professional Services Agreement for the retaining of Legal Services with County Attorney John S. Myers.](#)
6. [E - 911 Agreement between Sheriff James K. Proctor and the Board of County Commissioners.](#)
7. [Professional Services Agreement with Attorney Clyde Urquhart for Public Defender Services for Magistrate and Probate Court.](#)
8. [Camden County Humane Society Agreement.](#)

9. [Approval of software renewal for Camden County Information Technology Department.](#)
10. [Approval of purchase of audio visual system for Courts.](#)

Regular Agenda

Planning & Development Director Joey Yacobacci

11. [Consideration of Request for Special Use approval to install a Solar Power 1Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.](#)

Board of County Commissioner

12. [Consideration of appointment to the St. Marys River Management Committee.](#)

Scott Brazell, CRS, E & S Coordinator

13. [Approval of Work Authorization 11102 SA#3 with Atlas Technical Consultants \(formerly known as Moreland Altobelli\) for the additional and rework tasks that is required by the Georgia Department of Transportation on the Kingsland By-Pass Phase II design.](#)

Solid Waste Director Kevin Barkley

14. [Approval of purchase of a Hydro Seeder for the Camden County Landfill.](#)

Chief Financial Officer Nancy Gonzalez

15. [Consideration of a line of credit for the General Fund.](#)

Reports

- [Calendar – June & July 2020](#)
- County Administrator Comments

Additional Public Comments

This meeting will be conducted via teleconference (Intellor). Public Comments may be made by registering via the following link <https://ems8.intellor.com?do=register&t=1&p=827858> after which you will receive an email containing dial-in numbers and a personalized access code. If you have not registered and simply call the number provided instructions will be given by the moderator for those wishing to address the Board.

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Adjournment

As set forth in the Americans with Disabilities Act of 1992, Camden County does not discriminate on the basis of disability, and will assist citizens with special needs, given proper notice. Please contact the Office of the County Clerk for assistance prior to the given meeting. We can be reached at 912.576.5651.

The closed caption link:

<https://www.captionsdtext.com/client/event.aspx?CustomerID=2690&EventID=4470866>

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
JUNE 2, 2020, 6:00 PM**

Present via Teleconference: Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Lannie Brant; Commissioner Ben L. Casey; Commissioner Chuck Clark; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

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

Commissioner Lannie Brant delivered the invocation.

Agenda Amendments:

No amendments were offered during this time.

Motion to Adopt the Agenda:

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to adopt the agenda as presented.

The motion carried unanimously.

Approval of the Minutes

- May 5, 2020 Public Hearing and Regular Meeting minutes

Commissioner Brant made a motion, seconded by Vice-Chairman Blount to approve the May 5, 2020 Public Hearing and Regular Meeting minutes.

The motion carried unanimously.

Presentations

- Proclamation recognizing Healthcare Professionals, First Responders, and Essential Workers during the Covid-19 pandemic.

County Clerk Katie Bishop read the proclamation recognizing Healthcare Professionals, First Responders, and Essential Workers during the Covid-19 pandemic, and announced that it will be presented in person at a later date.

- Government Finance Officers Association (GFOA), of the United States and Canada, recognizes the Camden County Finance & Budget Department's work on the annual budget for the fiscal year 2019-2020, beginning July 1, 2019 with the Distinguished Budget Presentation Award.

County Clerk Katie Bishop announced the Government Finance Officers Association (GFOA), of the United States and Canada, recognizes the Camden County Finance & Budget Department's work on the annual budget for the fiscal year 2019-2020, beginning July 1, 2019 with the Distinguished Budget Presentation Award.

Public Comments

Jeff Edwards, Advance Disposal

Mr. Edwards appealed to the Board to vote in favor of the CPI increase for Advance Disposal. He stated that many services are provided on a monthly basis to 53,000 homes or businesses throughout the County. He stated that after some difficult times last summer he believes the service has improved, they are in better shape and doing a better job. He asked the board to vote in favor of this item.

Tom Canning, St. Marys

Mr. Canning stated that his comment is regarding item 7 on the agenda. He stated that there are some differences in the information submitted to the County and that of what was submitted to the City for approval. He asked the Board to address this issue and look further at the project.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to adjourn the Regular Meeting and convene a Public Hearing at 6:14 PM.

The motion carried unanimously.

Chairman Starline convened the Public Hearing at 6:14 PM.

Public Hearing

- Request for Special Use approval to allow an apartment building to be built in an R-2 zone. Tax Map 120 002D. Property is located on Winding Rd., Wellington Way Housing. LLLP, applicant, Troy Meridith, Owner.

No comments were taken from the public either in favor or in opposition of this item.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to adjourn the Public Hearing and convene the Solid Waste Authority Meeting at 6:23 PM.

The motion carried unanimously.

Chairman Starline convened the Solid Waste Authority Meeting at 6:23 PM.

Solid Waste Authority Meeting (SWA)

Adoption of SWA Agenda

Lannie Brant made a motion, seconded by Gary Blount to approve the SWA agenda as presented.

The motion carried unanimously.

SWA Approval of Minutes

- February 4, 2020 SWA meeting minutes

Lannie Brant made a motion, seconded by Gary Blount to approve the SWA February 4, 2020 minutes.

The motion carried unanimously.

SWA Public Comments

No comments were offered during this time.

SWA Agenda

1. Consideration to approve request from Advanced Disposal for a rate adjustment.

Ben Casey made a motion, seconded by Lannie Brant to deny the request from Advanced Disposal for a rate adjustment.

The motion carried unanimously.

2. Approval of final drive repair to D6 dozier.

Lannie Brant made a motion, seconded by Chuck Clark to approve the final drive repair to D6 dozier.

The motion carried unanimously.

Additional SWA Public Comments

No comments were offered during this time.

SWA Adjournment and Reconvene Regular Meeting

Lannie Brant made a motion, seconded by Gary Blount to adjourn the SWA meeting and reconvene the Regular Meeting at 6:31 PM.

The motion carried unanimously.

Chairman Starline reconvened the Regular Meeting at 6:31 PM.

Consent Agenda

1. Approval of Purchase Order Requisition for Ten 8 Fire & Safety Equipment of Georgia to purchase Nozzles, Gated WYE, and attachments to stock three (3) Reserve Engines.
2. Memorandum of Understanding between Coastal Pines Technical College and Camden County Fire Rescue to provide instruction and practice.
3. Memorandum of Understanding between the Board of Regents of the University of System of Georgia for the provision of Cooperative Extension Services and Personnel.
4. Annual Contract with Cooperative Extension Services for Personnel.
5. Approval of final drive repair to D6 dozier.
6. Approval to purchase annual software licensing for the Sheriff Office.

Vice-Chairman Blount made a motion, seconded by Commissioner Casey to approve the Consent Agenda items as presented.

The motion carried unanimously.

Regular Agenda

Vice-Chairman Blount made a motion, seconded by Commissioner Casey to approve the Text to 911 feature for the Camden County Sheriff's Office.

The motion carried unanimously.

7. Consideration of Request for Special Use approval to allow an apartment building to be built in an R-2 zone. Tax Map 120 002D. Property is located on Winding Rd., Wellington Way Housing. LLLP, applicant, Troy Meridith, Owner.

Chairman Starline made a motion, seconded by Commissioner Brant to approve the request for a Special Use approval to allow an apartment building to be built in an R-2 zone. Tax Map 120 002D. Property is located on Winding Rd., Wellington Way Housing. LLLP, applicant, Troy Meridith, Owner.

The motion carried unanimously.

8. Request to approve Fiscal Year 2021 Contract with the Coastal Regional Commission to provide GIS services.

Commissioner Brant made a motion, seconded by Commissioner Clark to approve the Fiscal Year 2021 Contract with the Coastal Regional Commission to provide GIS services.

The motion carried unanimously.

9. Consideration to approve request from Advanced Disposal for a rate adjustment.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to deny the request from Advanced Disposal for a rate adjustment.

The motion carried unanimously.

Reports

- **Calendar – June & July**

County Clerk Katie Bishop stated there were no changes to the calendar at this time.

- **County Administrator Comments**

County Administrator Steve Howard announced that he would like to applaud the fire department for the award they received in May and the Finance Team under the leadership of Nancy Gonzalez. He stated that the Government Finance Officers Association award is an amazing accomplishment, he thanked them for their hard work, as well as all the other employees whom have worked through this COVID-19 pandemic as we continue to telework, some employees are back in the office doing an amazing job. He stated that it is a great thing that the employees have done continuing to rise above these challenging times, they shine. He congratulated Commissioner Clark for the birth of his new grandbaby.

Additional Public Comments

Chief Terry Smith, Camden County Fire Rescue

Chief Smith thanked the Board for continuing to support the Fire Rescue Department on the consent item on the agenda this evening. He applauded the Board for continuing to improve the fire rescue department and updating our equipment over the years. He thanked the Board for their continued support.

Adjournment:

Commissioner Clark made a motion, seconded by Commissioner Blount to adjourn the June 2, 2020 regular meeting. The vote was unanimous to adjourn the meeting at 6:45 PM.

The motion carried unanimously.

DRAFT

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
SPECIAL CALLED MEETING
THURSDAY, JUNE 11, 2020, 6:00 PM**

Present via Teleconference: Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Lannie Brant; Commissioner Ben L. Casey; Commissioner Chuck Clark; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

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

Commissioner Lannie Brant delivered the invocation.

Convene Special Called Meeting at 6:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Adoption of Special Called Agenda

Public Comments

No comments were offered during this time.

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to adjourn the Special Called Meeting and convene the Solid Waste Authority Meeting at 6:03 PM.

The motion carried unanimously.

Present via Teleconference: James H. Starline; Gary Blount; Lannie Brant; Ben L. Casey; Chuck Clark; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

Adoption of SWA Agenda

Gary Blount made a motion, seconded by Chuck Clark to adopt the SWA agenda as presented.

The motion carried unanimously.

SWA Agenda

1. Adoption of the proposed Solid Waste Authority Fiscal Year 2021 Budget.

Lannie Brant made a motion, seconded by Gary Blount to approve the Curbside Collection and Solid Waste Authority Fiscal Year 2021 Budget.

The motion carried unanimously.

Gary Blount made a motion, seconded by Lannie Brant to adjourn the SWA Special Called Meeting and reconvene the Special Called Meeting at 6:06 PM.

The motion carried unanimously.

Special Called Meeting

1. Adoption of the proposed Fiscal Year 2021 Solid Waste Budget.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the budget adjustment for the Fiscal Year 2021 Curbside Collection and Solid Waste Budget.

The motion carried unanimously.

Commissioner Brant made a motion, seconded by Vice-Chairman Blount to approve the Fiscal Year 2021 Curbside Collection and Solid Waste Budget with the adjustment.

The motion carried unanimously.

2. Approval of proposed Fiscal Year 2021 Budget.

Commissioner Brant made a motion, seconded by Commissioner Clark to approve the budget adjustment to allocate funding for the Woodbine Library.

So voted:

Chairman Starline – No

Vice-Chairman Blount – No

Commissioner Clark – Yes

Commissioner Casey – Yes

Commissioner Brant – Yes

The motion carried 3 – 2, Chairman Starline and Vice-Chairman Blount voted no regarding the motion.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the budget adjustment for the Tax Assessors office for funding aerial photography.

The motion carried unanimously.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the budget adjustments for Information Technology, UGA Extension office and the General Fund transfers.

The motion carried unanimously.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the Fiscal Year 2021 General Fund and Unincorporated Tax District Budget with adjustments.

The motion carried unanimously.

Additional Public Comments

No comments were offered during this time.

Vice Chairman Blount made a motion, seconded by Commissioner Clark to adjourn the Special Called Meeting and Convene an Executive Session for the purpose of discussing items exempt under O.C.G.A. § 50-14-3(b)(4).

The motion carried unanimously.

Chairman Starline convened the Executive Session for the purpose of discussing items exempt under O.C.G.A. § 50-14-3(b)(4) at 6:39 PM.

**RESOLUTION OF THE CAMDEN COUNTY
BOARD OF COMMISSIONERS**

BE IT RESOLVED by the Camden County Board of Commissioners as follows: At the meeting held on the 11th day of June, 2020, with the following Commissioners being present, Chairman James H. Starline; Commissioner Ben L. Casey; Vice-Chairman Gary Blount; Commissioner Lannie Brant and Commissioner Chuck Clark, the Board of Commissioners entered into closed session for the purpose of discussing items exempt under O.C.G.A. § 50-14-3(b)(4). At the close of the discussions on this subject, the Board did agree to reconvene into open session and herewith takes the following action in open session:

Also present were County Attorney John Myers; County Clerk Katie Bishop; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; Chief Financial Officer Nancy Gonzalez; Sheriff Jim Proctor; Chief Deputy Major Chuck Byerly; Sheriff's Office Finance Director Debbie Gordon; and Sheriff's Office Information Technology Director Bryan Fewox.

(1) The actions of the Board and the discussion of the same regarding the matter set forth for closed session purposes are hereby ratified.

(2) Each member of this body does hereby confirm to the best of their knowledge, based upon the advice of the County Attorney, who was present during said closed session portion was devoted to matters within the exceptions provided by law and the specific relevant exception is the subject matter as set forth above.

(3) The Chairman of this Board, or the presiding officer, is hereby authorized and directed and pursuant to the Resolution shall execute an affidavit, in full support of the members of this Board, in order to comply with O.C.G.A. § 50-14-4(b).

(4) The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute, which shall be substantially as follows:

AFFIDAVIT AS REQUIRED UNDER O.C.G.A. § 50-14-4(b)

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, James H. Starline, who, after being duly sworn, deposes and on oath states the following:

(1) I was the chairperson/presiding officer of a meeting of the Camden County Board of Commissioners held on the 11th day of June, 2020.

(2) The subject matter of the closed portion of the meeting which was closed for the purposes of discussing items exempt under O.C.G.A. § 50-14-3(b)(4), and was devoted to matters within those exceptions and as provided by law.

(3) This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4-(b) that such an affidavit be executed.

This 11st day of June, 2020

Chairperson/Presiding Officer

Sworn to and subscribed before me this 11th day of June, 2020.

Notary Public

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to adjourn the Executive Session and reconvene the Special Called Meeting at 6:51 PM.

The motion carried unanimously.

Chairman Starline reconvened the Special Called Meeting at 6:51 PM.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the request for purchase of hardware for the Camden County Sheriff's Office Information Technology to be paid for with SPLOST 8 funds.

The motion carried unanimously.

Adjournment

Commissioner Casey made a motion, seconded by Commissioner Clark to adjourn the June 11, 2020 Special Called Meeting. The meeting adjourned at 6:53 p.m.



BY: _____
JAMES H. STARLINE, CHAIRMAN
CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
KATHRYN BISHOP, COUNTY CLERK

Camden County Board of Commissioners

Proclamation

WHEREAS: The nation celebrates the week of June 14-20, 2020 as National Waste & Recycling Workers Week; and

WHEREAS: National Garbage Man Day began in 2012 to show community appreciation for the local men and women of the garbage, sanitation, and recycling industry and later changed the official name to Waste & Recycling Workers Week; and

WHEREAS: the earliest garbage regulation efforts begin in 3000 B.C. when the first landfill was developed in Crete, where large holes were dug for refuse; and

WHEREAS: Since that time sanitation workers have worked selflessly and tirelessly in all types of environments (weather, pandemics, civil unrest, war) and at risk to themselves to provide sanitation services to protect communities and citizens, prevent disease and keep our community clean, safe and beautiful; and

WHEREAS: The men and women employed by the Camden County Solid Waste Authority make significant contributions to the safety, health, and welfare of our citizens by processing millions of tons of garbage, recycling and composting annually; and

WHEREAS: With an area spanning 783 square miles and many miles of roads, the citizens of Camden County depend on the collection and proper disposal of waste recyclables, compostables and leaf and limb to promote a clean and tidy community regardless of weather and global pandemics; and

WHEREAS: According to the center for Disease Control, the eradication of many diseases in the western world is due in large part to higher public sanitation standards resulting from effective garbage disposal; and

WHEREAS: The proper collection, disposal and maintenance of waste, recyclables, and compostables are vital to preventing disease and unsightly litter; and

WHEREAS: The Camden County Board of Commissioners values and celebrates our local sanitation/solid waste industry employees for the commitment to our residents, businesses and communities.

NOW THEREFORE, I Jimmy Starline, by virtue of the authority vested in me as Chairman of Camden County Commissioners, Georgia, do hereby proclaim June 14-20, 2020 as Waste & Recycling Workers Week in Camden County and encourage all citizens to join me in thanking the hardworking men and women who ensure our communities are kept safe, clean and healthy.



NEWS RELEASE

FOR IMMEDIATE RELEASE: June 9, 2020

CONTACT: Paul Guequierre, pguequierre@naco.org

CAMDEN COUNTY CONTACT: Claire Feazel, cyfeazel@co.camden.ga.us

Camden County Earns National Achievement Award

WASHINGTON – **Camden County, Georgia** has been recognized with an Achievement Award from the National Association of Counties (NACo). The awards honor innovative, effective county government programs that strengthen services for residents.

“This accomplishment recognizes the efficient, effective, and forward-thinking professionals working in Camden County government and our valuable strategic partnerships,” said County Administrator Steve Howard. “I am excited about the announcement of Camden County’s latest National Achievement Award. Employees work to implement best practices to provide excellent public service to the citizens of Camden County.”



This year, NACo recognized Camden County’s *Paved Roadway Inventory and Assessment* in the category of Transportation. Through partnerships, the county coordinated the assessment, video, and documentation of the current paved roadway system of unincorporated Camden County. This assessment of the county allows staff, management, and the Board of Commissioners to make critical decisions regarding the upkeep and maintenance of these roadways while relying on visual and statistical data.

NACo President Mary Ann Borgeson said, “We are seeing firsthand now more than ever that counties work tirelessly to support our residents. This year’s Achievement

Award-winning programs showcase how counties build healthy, safe and vibrant communities across America.”

Nationally, awards are given in 18 different categories that reflect the vast, comprehensive services counties provide. The categories include children and youth, criminal justice and public safety, county administration, information technology, health, civic engagement and many more.

Started in 1970, NACo’s annual Achievement Awards program is designed to recognize county government innovations. Each nominee is judged on its own merits and not against other applications received.

About NACo: The National Association of Counties (NACo) unites America’s 3,069 county governments. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public’s understanding of county government and exercise exemplary leadership in public service. Learn more at www.naco.org

About Camden County: Located in the extreme southeast corner of Georgia, Camden County truly is “Georgia’s Coastal Community of Choice.” Originally formed in 1777, Camden County is best known for its rich history, natural scenic beauty and Southern hospitality. Our vision is helping to make this the best place to live by preserving and enhancing the history and quality of life, while promoting smart growth and providing an efficient, effective and responsive government.

Find us on:



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CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 1

SUBJECT: Consideration of service agreements for the County's Hotel/Motel tax collection and distribution of the funds collected.

- Recommendation
- Policy Discussion
- Status Report
- Contract
- Action Item

DATE: June 16, 2020

BUDGET INFORMATION:

Revenues: 3% hotel/motel tax collections

Expenses: 3% hotel/motel tax collections distributed only

FUNDING SOURCE: Hotel Motel Tax Collections Fund

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

- a. To consider the adoption of the service contracts for the County's Hotel/Motel tax collections.

HISTORY:

1. The current ordinance was adopted on March 6, 1984. It was adopted at the 3% rate and has never changed.
2. At that time, the only use of the rate collected was to contract with the City of St. Marys and eventually St. Marys Convention and Visitors Bureau Authority for exclusive use of promoting tourism.
3. In 2019 the County contracted with St. Marys Convention & Visitors Bureau Authority, Kingsland Convention & Visitors Bureau Authority and the Camden County Chamber of Commerce for exclusive use of promoting tourism. The distributions were prorated on using population percentages from 2010.
3. No changes to the contracts have been made, and this item was originally approved by the Board during the regular meeting held last year on June 18, 2019.

FACTS & ISSUES:

1. Please see the attached suggested distribution using population percentages from 2010.
2. In addition, please see the attached service contracts for distribution of the tax collections to St. Marys, Kingsland, and the Chamber for promotion of tourism in Camden County.

OPTIONS:

1. Motion to approve the hotel motel service agreements (3) as submitted.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Approve the service agreements as presented.

DEPARTMENT:

Prepared by:

Nancy Gonzalez
Interim CFO

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

Hotel Motel Tax
Projected Collections for FY2021
June 16, 2020

	Population	%	\$25,025 Allocation
Woodbine	-	0.00%	
Kingsland	15,946	32.48%	\$8,127
St. Marys	17,121	34.87%	\$8,726
County (Chamber of Commerce)	16,034	32.66%	\$8,172
Total	49,101	100.00%	\$25,025

Original Population Breakdown

	Population	%
Woodbine	1,412	2.80%
Kingsland	15,946	31.57%
St. Marys	17,121	33.89%
County	16,034	31.74%
Total	50,513	100.00%

¹Source: U.S. Census Bureau, 2010 Census

**CONTRACT FOR
TOURISM PROMOTIONAL SERVICES
(HOTEL/MOTEL TAX FUND)**

This contract, entered into by and between Camden County, a political entity of the State of Georgia (the "County") and the Camden County Chamber of Commerce, a nonprofit corporation under the laws of the State of Georgia (the "Chamber"), as follows:

WHEREAS, Camden County has approved the collection of a "Hotel/Motel Tax" at the rate of three percent (3%) as provided by O.C.G.A. 48-15-31; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Chamber has performed such promotion in its capacity, and the County and Chamber wish to enter into a formal contract setting out the respective responsibilities of the parties for such services to promote economic opportunities for Camden County;

NOW THEREFORE, in consideration of the mutual agreements contained herein and hereafter, subject to the terms and conditions stated, the parties agree as follows:

1. The purpose of this contract is to provide for the promotion of tourism, conventions, and trade shows for Camden County.
2. To fund this promotion, Camden County has imposed a three percent (3%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose shall be used for the promotion of tourism in the geographical area from which the tax was generated.
3. It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted and enhanced tourism services. The Chamber shall focus on the promotion of that portion of the County outside the city limits and in accordance with guidelines supported by the County.
4. The Chamber will conduct its operations in the most efficient and business-like manner possible, including the highest ethical standards in its promotions to enhance the image of Camden County, its citizens, and its attractions.

5. The County will remit funds to the Chamber on a quarterly basis for collections from July 1, 2020. Funding will be based on total hotel/motel tax collections during the fiscal year.
6. The Chamber will provide an audit verification each year. The verification must show how the Authority used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Chamber will further provide the County a copy of any report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any supporting documentation. In addition, an interim statement of the uses of the provided funds through December 31, 2020 shall be presented at a Board of Commissioners meeting by the second meeting in January 2021.
7. All reports and documentation provided to the County shall be addressed to the Camden County Administrator with a copy to the Camden County Chief Finance Officer.
8. This contract shall be for the period beginning July 1, 2020 and ending on June 30, 2021. This contract may be terminated at any time with a 60 day written notice by either party.

IN WITNESS THEREOF, the parties have executed this agreement on the dates indicated below:

ADOPTED this _____ day of _____, 2018 in legal assembly by the Camden County Board of Commissioners.

Camden County Board of Commissioners

Attest :

James H. Starline, Chairman

Katie Bishop, County Clerk

Camden County Chamber of Commerce

Attest :

(print name)

(print name)

CONTRACT FOR TOURISM PROMOTIONAL SERVICES (HOTEL/MOTEL TAX FUND)

This contract, entered into by and between Camden County, a political entity of the State of Georgia (the "County") and the St. Marys Convention and Visitors Bureau Authority, a local authority, created by a local act of the General Assembly for the City of St. Marys (the "Authority"), as follows:

WHEREAS, Camden County has approved the collection of a "Hotel/Motel Tax" at the rate of three percent (3%) as ~~provided~~ authorized by O.C.G.A. ~~48-15-31~~ § 48-13-51; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and,

WHEREAS, the County desires to contract with a private sector nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Authority has performed such promotion ~~in its capacity~~, and the County and Authority wish to enter into a formal contract setting out the respective responsibilities of the parties for such services to promote economic opportunities for Camden County;

NOW THEREFORE, in consideration of the mutual agreements contained herein and hereafter, subject to the terms and conditions stated, the parties agree as follows:

1. The purpose of this contract is to provide for the promotion of tourism, conventions, and trade shows for Camden County.
2. To fund this promotion, Camden County has imposed a three percent (3%) tax on hotel/motel accommodations (as ~~defined~~ permitted by law); the Georgia statute requires that the entire amount of the tax collected for this purpose shall be used for the promotion of tourism in the geographical area from which the tax was generated.
3. It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted and enhanced tourism services. The Authority shall focus on the promotion of that portion of the County outside the city limits and In doing so, the Authority shall adhere to the in accordance with guidelines supported provided by the County.
4. The Authority will conduct its operations in the most efficient and business-like manner possible, including the highest ethical standards in its promotions to enhance the image of Camden County, its citizens, and its attractions.

5. The Authority shall receive 34.87% of the total amount of the hotel/motel tax collected by the County during each fiscal year, to be remitted to the Authority by the County on a quarterly basis beginning July 1, 2020. The County will remit funds to the Authority on a quarterly basis beginning July 1, 2020. Funding will be based on total hotel/motel tax collections during the fiscal year.
6. The Authority will provide an audit verification each year. The verification must show how the Authority used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Authority will further provide the County a copy of any report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any supporting documentation. In addition, an interim statement of the uses of the provided funds through December 31, 2020 shall be presented at a Camden County Board of Commissioners meeting by the second meeting in January 2021.
7. All reports and documentation provided to the County shall be addressed to the Camden County Administrator with a copy to the Camden County Chief Finance Officer.
8. This contract shall be for the period beginning July 1, 2020 and ending on June 30, 2021. This contract may be terminated at any time with a 60 day written notice by either party.

IN WITNESS THEREOF, the parties have executed this agreement on the dates indicated below:

ADOPTED this _____ day of _____, 2020 in legal assembly by the Camden County Board of Commissioners.

Camden County Board of Commissioners

Attest :

James H. Starline, Chairman

Katie Bishop, County Clerk

St. Marys Convention and Visitors
Bureau Authority

Attest :

(print name)

(print name)

**CONTRACT FOR
TOURISM PROMOTIONAL SERVICES
(HOTEL/MOTEL TAX FUND)**

This contract, entered into by and between Camden County, a political entity of the State of Georgia (the "County") and the Kingsland Convention and Visitors Bureau Authority, a local authority, created by a local act of the General Assembly for the City of Kingsland (the "Authority"), as follows:

WHEREAS, Camden County has approved the collection of a "Hotel/Motel Tax" at the rate of three percent (3%) as provided by O.C.G.A. 48-15-31; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Authority has performed such promotion in its capacity, and the County and Authority wish to enter into a formal contract setting out the respective responsibilities of the parties for such services to promote economic opportunities for Camden County;

NOW THEREFORE, in consideration of the mutual agreements contained herein and hereafter, subject to the terms and conditions stated, the parties agree as follows:

1. The purpose of this contract is to provide for the promotion of tourism, conventions, and trade shows for Camden County.
2. To fund this promotion, Camden County has imposed a three percent (3%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose shall be used for the promotion of tourism in the geographical area from which the tax was generated.
3. It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted and enhanced tourism services. The Authority shall focus on the promotion of that portion of the County outside the city limits and in accordance with guidelines supported by the County.
4. The Authority will conduct its operations in the most efficient and business-like manner possible, including the highest ethical standards in its promotions to enhance the image of Camden County, its citizens, and its attractions.

5. The County will remit funds to the Authority on a quarterly basis beginning July 1, 2020. Funding will be based on total hotel/motel tax collections during the fiscal year.
6. The Authority will provide an audit verification each year. The verification must show how the Authority used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Authority will further provide the County a copy of any report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any supporting documentation. In addition, an interim statement of the uses of the provided funds through December 31, 2020 shall be presented at a Board of Commissioners meeting by the second meeting in January 2021.
7. All reports and documentation provided to the County shall be addressed to the Camden County Administrator with a copy to the Camden County Chief Finance Officer.
8. This contract shall be for the period beginning July 1, 2020 and ending on June 30, 2021. This contract may be terminated at any time with a 60 day written notice by either party.

IN WITNESS THEREOF, the parties have executed this agreement on the dates indicated below:

ADOPTED this _____ day of _____, 2020 in legal assembly by the Camden County Board of Commissioners.

Camden County Board of Commissioners

Attest :

James H. Starline, Chairman

Katie Bishop, County Clerk

Kingsland Convention and Visitors

Attest :

Bureau Authority

(print name)

(print name)

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 2

SUBJECT: Approval to enter into agreements with the City of Kingsland, City of St. Marys, and Public Service Authority to provide County Wellness Clinic services for the fiscal year 2021.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 12, 2020

BUDGET INFORMATION: The revenues will be received by the County on a monthly basis as a means to share in the operational costs of the Clinic.

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To renew contracts with the cities and PSA for the Wellness Clinic share of operational costs based on each entities usage of the services provided.

HISTORY:

- 1. The City of St. Marys and the PSA have been with the Wellness Clinic for the past four years. From that time, these entities and their employees have substantial cost savings within their plans and time savings as well.
- 2. As our partnership continues and employee usage continues to grow, the costs and the benefits for all parties will continue to have a positive impact.

FACTS & ISSUES:

- 1. Please see the attached MOUs for signature.

OPTIONS:

- 1. Motion to approve the MOUs with the cities and the PSA as provided under the Consent Agenda.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Approve the MOUs as presented.

DEPARTMENT:

Prepared by:

Mike Spiers
Sr. Dir. Of HR

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez,
CFO

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF ST. MARYS, GEORGIA
FOR THE PROVIDING OF ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF ST. MARYS**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the City of St. Marys, Georgia (herein after the “CITY”); entered into this the ____ day of _____2020 for providing of clinical medical services by Camden County for the employees of the City of St. Marys for the period starting July 1, 2020 and continuing through June 30, 2021 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY’s employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services to the employees of the City of St. Marys pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of St. Marys, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2020, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2020-2021 be \$521,986. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2019-2020 for a pro-rated use percentage of 18% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 18% of the afore-stated \$521,986 budget, conditioned on the CITY use of the clinical services not exceeding the projected 18% use of the clinic for 2020-2021 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$93,957.48 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$7,829.79. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2020.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2020 to September 30, 2020; October 1, 2020 to December 31, 2020; January 1, 2021 to March 31, 2021; and April 1, 2021 to June 30, 2021. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This ____ day of ____ 2020

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST:
Kathryn Bishop, County Clerk

John Morrissey, Mayor

This ____ day of _____ 2020

ATTEST: _____
City Clerk, St Marys, GA

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the City of Kingsland, Georgia (herein after the “CITY”); entered into this the ____ day of _____, 2020 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2020 and continuing through June 30, 2021 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY’s employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services, to include pre-employment screenings and applicable firefighter physicals as part of the measured usage, to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2020, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2020-2021 to be \$521,986. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2019-2020 for a pro-rated use percentage of 12% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 10.5% of the afore-stated \$521,986 budget, conditioned on the CITY use of the clinical services not exceeding the projected 12% use of the clinic for 2020-2021 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$62,638.32 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$5,219.86. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2020.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2020 to September 30, 2020; October 1, 2020 to December 31, 2020; January 1, 2021 to March 31, 2021; and April 1, 2021 to June 30, 2021. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees, and their dependents, that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This ____ day of ____ 2020

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST:
Kathryn Bishop, County Clerk

Dr. C. Grayson Day, Mayor

This ____ day of _____ 2020

ATTEST: _____
Linda M. O'Shaughnessy,
City Clerk

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CAMDEN COUNTY PUBLIC SERVICE AUTHORITY
FOR THE PROVIDING OF ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CAMDEN COUNTY
PUBLIC SERVICE AUTHORITY**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the Camden County Public Service Authority (herein after the “PSA”); entered into this the ___ day of _____2020 for providing of clinical medical services by Camden County for the employees of the Camden County Public Service Authority for the period starting July 1, 2020 and continuing through June 30, 2021 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the PSA are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the PSA has purchased a health insurance policy for the purposes of providing health insurance benefits to PSA’s employees.

3.

WHEREAS both CCBC and PSA desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and PSA have entered into discussions that have led to the PSA and CCBC entering into this MOU which creates a cooperative partnership so as to allow PSA's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to PSA's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and PSA hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services to the employees of the Camden County Public Service Authority, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and PSA (the Board for the Camden County Public Service Authority) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2020, upon final approval by CCBC and PSA, and shall continue until either party provides proper notification for termination. Either CCBC or the PSA may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the Director for the PSA.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

i. Staff will be available during set operational hours.

In the forming of this cooperative partnership the CCBC and the PSA shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2020-2021 to be \$521,986. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the PSA utilized the onsite medical clinic for CCBC's Fiscal year 2019-2020 for a pro-rated use percentage of 6% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the PSA shall pay to CCBC 10% of the afore-stated \$521,986 budget, conditioned on the PSA use of the clinical services not exceeding the projected 6% use of the clinic for 2020-2021 Fiscal Budget Year.

PSA shall pay to CCBC the total annual amount of \$31,319.16 for medical services provided by the CCBC's onsite clinic to the PSA. Said annual amount shall be paid in 12 monthly installments of \$2,609.93. PSA shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2020.

The aforesaid formula for payment of clinical services provided to the PSA shall be reviewed by CCBC on a quarterly basis in an effort to keep the PSA informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the PSA shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2020 to September 30, 2020; October 1, 2020 to December 31, 2020; January 1, 2021 to March 31, 2021; and April 1, 2021 to June 30, 2021. The completed quarterly review shall be presented by the CCBC to PSA on or before the 20th day of the month following the quarter just completed.

e.

PSA will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the PSA's employees may schedule their time to meet with the health

care providers. Representatives of the CCBC's Human Resources Department and the PSA's Management shall meet as needed to work out clinic schedules as necessary.

d.

This MOU does not establish an employer/employee relationship between PSA's employees and CCBC.

e.

PSA agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to PSA's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

f.

The services as defined herein shall only be provided to those PSA employees that are currently enrolled in the PSA's employer provided health insurance program. PSA shall provide to CCBC a list of currently enrolled employees in PSA's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This _____ day of _____ 2020

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST: _____
Kathryn Bishop, County Clerk

Lannie Brant, Chairman
Camden County Public Service Authority

This _____ day of _____ 2020

ATTEST: _____

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 3

SUBJECT: Agreement for Professional Services with Earl T. Martin, MD for FY2021

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 12, 2020

BUDGET INFORMATION: The basic contract cost will be \$20,400. This is a monthly amount of \$1700 for the provider and compensated for actual time, for medical services (treatment of patients in Clinic) at a rate of \$125 an hour.

FUNDING SOURCE: This is a budgeted item; General Fund

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider action regarding the Agreement for Professional Services with Earl T. Martin, MD; contract with a Supervising Physician for the Clinic, a mandatory item.

HISTORY:

- 1. Dr. Martin has been a family practitioner and currently serves as a physician in the McKinney Community Health Center in Waycross.

FACTS & ISSUES:

- 1. Contract shall commence July 1, 2020 for term of one (1) year ending June 30, 2021.

OPTIONS:

- 1. Motion to approve the Agreement for Professional Services with Earl T. Martin, MD under the Consent Agenda.
- 2. Motion to remove this item from the Consent Agenda.
- 3. Motion to deny this item.
- 4. Motion to table this item.
- 5. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Approve this item under the Consent Agenda, to be determined by the Board.

DEPARTMENT:

Prepared by:

Mike Spiers,
Interim Sr. Dir. Of HR

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, Interim CFO

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter known as "AGREEMENT", made and entered into this _____ day of _____ 2020, by and between the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter known as "CCBC", as Party of the First Part, and DR. Earl Martin", a board certified Family Medicine Physician holding a current medical license issued by the State of Georgia, and "Healing Refuge Inc" hereinafter together known as "PROVIDER" as Party of the Second Part; both parties hereby agree as follows:

WITNESSETH:

WHEREAS CCBC desires to retain the medical services of PROVIDER, as the Supervising Physician for the Camden County Living Well Onsite Wellness Clinic to include providing medical services to patients in the Living Well Onsite Wellness Clinic, hereinafter referred to as "CLINIC", pursuant to the terms and conditions defined herein; and

Whereas PROVIDER desires to provide the medical services defined herein pursuant to the terms and conditions of this AGREEMENT for the benefit of those certain organizations that are participating members in the Camden County Living Well Onsite Wellness Clinic, hereinafter referred to as "CLINIC".

NOW THEREFORE; In Consideration Of the Mutual Covenants and Benefits to Each Party Hereby Be It Resolved and Mutually Agreed To By the Parties As Shown Herein:

SECTION 1: TERM:

The TERM of this AGREEMENT shall begin on July 1, 2020 and shall automatically terminate on June 30, 2021. This AGREEMENT shall not automatically renew and may only be renewed in writing by both parties unless terminated or modified pursuant to the terms as stated herein after in Section 5.

SECTION 2: QUALIFICATIONS:

PROVIDER: CONDITIONS OF RETAINED SERVICES:

PROVIDER shall hold a current medical license granted by the State of Georgia; said license must remain current during the term of the AGREEMENT; a current medical license is a major condition of the AGREEMENT and failure to maintain said current medical license shall be considered a material breach of this AGREEMENT.

PROVIDER shall not be considered an employee of CCBC and shall not receive any employment benefits from CCBC. CCBC shall deliver to PROVIDER the Internal Revenue Service required 1099 Form to reflect the consideration (funds) paid to PROVIDER for the retained services.

SECTION 3: DUTIES and CONSIDERATION

PROVIDER’S PRIMARY DUTIES:

PROVIDER, as an Independent Contractor, shall be retained for the term of this AGREEMENT to serve as the Clinic Supervising Physician for the CCBC CLINIC.

PROVIDER shall be in regular contact with the CLINIC through visits and calls subject to hours of operation as established by CCBC.

PROVIDER shall be available by telephone Monday through Friday during hours of operation with CCBC clinic employees for clinical consultation regarding patient care.

PROVIDER, who shall be Dr. Earl Martin, personally, shall on a monthly schedule audit five percent (5%) of the CLINIC current medical records receiving medical treatment through the CLINIC.

PROVIDER, Dr. Earl Martin, shall serve as the Medical Review Officer “MRO” for all of CCBC safety sensitive employment positions as defined by CCBC pursuant to the required statues and regulations as well as perform drug screenings for CCBC employees.

Dr. Earl Martin shall schedule and meet a minimum of six (6) hours monthly with CCBC Clinic Manager employed for the CLINIC to review and develop procedures, protocols, to review patient’s medical records, teaching classes and other required issues as to be determined. The monthly meeting shall mutually be pre-scheduled between Dr. Earl Martin and the Clinic Manager. The meeting location shall be mutually agreed between Dr. Earl Martin and the Clinic Manager. Any written or oral reports made for CCBC, or any classes taught by Dr. Earl Martin for the benefit of any CCBC or clinic member shall be credited toward the six (6) hour minimum described herein above.

PROVIDER’S DUTIES:

PROVIDER is the senior medical/clinical position.

- (1) Responsible for any and all activities related to the delivery of medical care and clinical services such as quality assurance, and medical protocols;
- (2) Clinical oversight/supervision of medical team which shall include, but not limited to: physicians, nurse practitioners, physician assistants, registered nurses, license practical nurses, medical assistants and receptionists;
- (3) Reports to the Camden County Board of Commissioners, County Administrator, and their appointed representatives;

AGREEMENT FOR PROFESSIONAL SERVICES

- (4) Monitor quality and appropriateness of medical care provided;
- (5) Provide guidance and leadership (managerial skills) pursuant to performance guidelines;
- (6) Provide input regarding necessary medical supplies, equipment and medications;
- (7) Provide services to assist in the development of CLINIC policies and procedures;
- (8) Provide oversight in regards to documentation and care planning;
- (9) Assist CCBC staff in addressing patient concerns and complaints;
- (10) Provide assistance in emergency situations and other related issues;
- (11) Provide support services in development and continuing clinical education requirements; and
- (12) Provide input as to clinical and behavior expectations of providers and staff.

CCBC'S DUTIES and CONSIDERATION FOR SERVICES TO PROVIDER:

CCBC shall pay to PROVIDER a monthly fee in the amount of One Thousand Seven Hundred and NO/100ths Dollars (\$1,700.00 monthly) for the services as provided and stated herein above in subparagraph 1 through 12. Said monthly payment is to be paid each and every subsequent month for the term of this AGREEMENT, unless terminated for cause, pursuant to the terms as indicated herein, and in such event, PROVIDER shall be paid for services rendered through the date of termination.

In addition to the \$1,700.00 monthly payment, described herein above, PROVIDER, Dr. Earl Martin, shall be compensated for actual time, for medical services (treatment of patients in Clinic) at \$125.00 per hour. PROVIDER shall submit a bill for payment for all actual hours to the CLINIC no later than the 10th day of the following month, for the services rendered in the CLINIC by PROVIDER.

CCBC shall maintain, at CCBC expense, a suitable facility for the housing of the CLINIC, all staffing necessary to accomplish current goals of the CLINIC, provide a minimum of one registered nurse to oversee, work in the CLINIC, and coordinate the activities of the CLINIC with the PROVIDER. CCBC shall be responsible for the establishment of the CLINIC hours of operation and who may participate in receiving services provided by the CLINIC.

CCBC shall also maintain, at CCBC expense, liability insurance for malpractice to run concurrent with the contract beginning and ending dates.

SECTION 4: TERMINATION OF AGREEMENT:

Either CCBC or PROVIDER may terminate this AGREEMENT with or without cause, by giving a written sixty (60) day NOTICE OF TERMINATION to the other party. Termination will be without prejudice to the rights and obligations accrued to the date of termination. Written NOTICE OF TERMINATION shall be given to CCBC or PROVIDER by Certified Mail or Hand Delivery to the following addresses, or in the event of a change of address as to which notice of change is given, Notice will be deemed given on receipt to the following:

NOTICES DELIVERED TO CCBC:

MAIL: Camden County Board of Commissioners
ATTN: Office of the County Administrator
Post Office Box 99
Woodbine, GA 31569

HAND DELIVERY: Camden County board of Commissioners
ATTN: Office of the County Administrator
Camden County Government Services Building
Courthouse Square on 4th Street
Woodbine, GA 31569

NOTICES DELIVERED TO PROVIDER:

MAIL: Dr. Earl T. Martin
306 Lisbon Drive
Waycross, GA 31501

HAND DELIVERY: Dr. Earl T. Martin
306 Lisbon Drive
Waycross, GA 31501

In the event this AGREEMENT is terminated by CCBC either with or without cause prior to the contract ending date, the following shall be the procedure as to payment of funds due to termination:

Termination of the AGREEMENT with cause by CCBC; the PROVIDER shall be paid all funds due for the previous services up to the date of termination.

Termination of the AGREEMENT without cause by CCBC; the PROVIDER shall be paid termination compensation for three (3) months at the rate of \$1,700.00 per month from the date of termination, but not to exceed the term of this agreement.

SECTION 5: AMENDMENT:

This AGREEMENT shall not be amended except by a written instrument signed by CCBC and PROVIDER. This AGREEMENT supersedes any oral or previous written agreements between CCBC and PROVIDER with respect to any of the matters dealt with herein.

SECTION 6: GENERAL PROVISIONS:

MERGER: This AGREEMENT sets forth and establishes the entire understanding between CCBC and PROVIDER relating to the required independent contractor services as defined and agreed herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this AGREEMENT. The parties by mutual written agreement may amend any provision of this AGREEMENT during the term of this AGREEMENT. Such amendment shall be incorporated and made a part of this AGREEMENT.

LITIGATION: In the event either party files a cause of action for breach of this AGREEMENT said lawsuit shall be brought in the Superior court of Camden County, Georgia. However, prior to either party filing a cause of action for breach of contract the parties hereto agree to binding arbitration of the issues.

GOVERNING LAW: This AGREEMENT shall be governed by and construed in accordance with the law of the State of Georgia with the jurisdiction and venue to be the Superior Court of Camden County, Brunswick Judicial Circuit, State of Georgia.

SEVERABILITY: The invalidity or partial invalidity of any portion of this AGREEMENT will not affect the validity of any other provision. In the event that any provision of this AGREEMENT is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunction or judicial modification of the invalid provision.

BINDING EFFECT: This AGREEMENT shall be binding on CCBC and PROVIDER as well as their heirs, assigns, executors, personal representatives and successors in interest, if any.

EFFECTIVE DATE: This AGREEMENT shall be effective for the period of time so indicated herein conditioned upon the final execution (signature) by the parties hereto and by formal adoption by the CCBC in a lawful assembly and spread upon the Official Minutes of Camden County.

HEREBY AGREED TO BY THE PARTIES HERETO ON THE DATE WRITTEN:

This _____ day of _____ 2020

CCBC: CAMDEN COUNTY BOARD OF COMMISSIONERS

BY: _____
JAMES H. STARLINE, CHAIRMAN

ATTEST: _____
KATHRYN BISHOP, COUNTY CLERK

PROVIDER: DR. EARL MARTIN and HEALING REFUSE INC FOR PROFESSIONAL SERVICES OF AMS PROVIDERS

Signature: Dr. Earl T. Martin

Signed before me this _____ day of _____ 2020

Notary Public:

Commission expires:

SEAL

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 4

SUBJECT: Approval of Fiscal Year 2021 Indigent Defense Contract.

- Contract
- Status Report
- Action Item
- Other

DATE: June 12, 2020

BUDGET INFORMATION:

REVENUES: \$0

EXPENSES: \$273,870.37

FUNDING SOURCE: This is a budgeted item in the FY 21 General Fund Budget with a 0.27% increase from FY 2020.

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

- a. To consider the approval of the contract with the State of Georgia for the Public Defender's Office an annual amount of money to be paid to the County in twelve (12) monthly payments.

HISTORY:

- 1. This is the annual contract agreement for the Public Defender's Office based on the FY budget for 2021.
- 2. This contract falls under the provisions of the Georgia Indigent Defense Act of 2003 to provide for legal representation to indigent defendants in criminal cases consistent with the standards adopted by the GPDSC.
- 3. This contract will reflect only Camden County's share of the pro-rata share for personnel costs, including supplements, and the office operations for the 5 county circuit.

FACTS & ISSUES:

- 1. Please see the attached contract for signature as prepared by the Georgia Indigent Defense Services Office that is within a few dollars of the current year proposed budget.
- 2. Also attached is the breakdown (attachment B) that reflects the costs associated with this contract. (Page 10)

OPTIONS:

- 1. Motion to approve the Fiscal Year 2021 Indigent Defense Contract as presented.
- 2. Motion to deny this contract as presented.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

*Katie Bishop,
County Clerk*

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

*Nancy Gonzalez,
Interim CFO*



GEORGIA
PUBLIC
DEFENDER
COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE 1

STATUTORY PERSONNEL AND SERVICES

Section 1.01 Statutory Staffing. GPDC agrees to provide for the Brunswick Judicial Circuit full-time staff for the Public Defender Office as provided by law, including a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional tasks subject to GPDC approval. Circuit Public Defender reserves the right to change the distribution of statutorily authorized personnel among different job classifications with the consent of GPDC without further notice. Any such change shall be "revenue neutral" such that it shall not alter GPDC's total financial contribution for personnel to the Public Defender Office.

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

- (1) Cases prosecuted in the Superior Court of Camden County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Representation of indigent defendants for bond and/or preliminary hearings in Magistrate Court of Camden County on felony charges.
- (3) Hearings in the Superior Court of Camden County on a revocation of probation;
- (4) Any Juvenile Court of Camden County case where the juvenile, as defined by O.C.G.A. Section 17-12-2(6)(B), may face a disposition of confinement, commitment or probation; and
- (5) Direct appeals from a decision in cases described in (1), (2), (3) and (4) above.

~~Entitlement to services of counsel begins not more than three business days after such person makes an application for counsel to be appointed. See O.C.G.A. 17-12-23(B). A representative of the Public Defender Office shall interview individuals detained in the County Detention Center on felony charges within three business days from the date of arrest to determine whether said individuals are entitled to services under the Indigent Defense Act of 2003. An Assistant Public Defender shall meet with said individuals within three business days of the approval of their application for services.~~

Section 1.03 Conflicts. GPDC agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02, at State expense, in cases in which the Public Defender Office has a conflict of interest. County shall in good faith encourage other stakeholders within the criminal justice system to conduct their affairs in such manner so far as is practical to minimize the generation of unnecessary conflict appointments.

Section 1.04 Claims by third parties. All claims made by third parties against the Public Defender Office shall be defended, and if necessary, paid by the Public Defender Office.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel. The Public Defender Office agrees to provide and the County agrees to pay for additional (non-statutory) personnel, and for salary supplements, as described more fully below:

(1) **Salary and benefits for additional personnel.** The Public Defender Office agrees to provide and the County agrees to pay for its pro rata share of the personnel budget provided in attachment "B", which is the budget for the additional (non-statutory) personnel described in Attachment "A". The amount to be paid shall include a 5% administrative services fee as reflected in Attachment "B". This fee is determined by the total amount of the personnel budget, regardless of the number of budgeted positions or amount actually spent. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the County at the discretion of the Georgia Public Defender Standards Council. The total number of Public Defender Office staff, as well as the job classifications, descriptions and duties, salary and benefits, and other terms and conditions of employment are subject to change without notice provided that the Circuit Public Defender does not exceed the total amount budgeted in Attachment "B". Unless otherwise indicated any additional personnel employed by the Public Defender Office pursuant to this section are paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration. As such, they shall receive such benefits as GPDC shall establish, consistent with those benefits provided by law to employees in the unclassified service. Attachments "A" and "B" are incorporated herein by reference.

(2) **Supplemental (1099) Salary.** The Public Defender Office further agrees to provide and County agrees to pay a salary supplement for selected statutory and non-statutory personnel within the discretion of the Circuit Public Defender in the total amount reflected as "1099 Salary Supplement" in Attachment "B". The recipients and amounts of monthly supplement payments are subject to change without notice provided that the Circuit Public Defender does not exceed the total amount budgeted in Attachment "B".

(3) **Fiscal agent.** Camden County agrees to be the fiscal agent for administration of the 1099 salary supplement budget. The administrative fee for this service is included within the rent paid by the Public Defender Office to Camden County. Each county shall pay Camden County its pro rata monthly share no later than the 15th day of the preceding month. Salary supplements shall be distributed on the next to last business day of the month to various personnel in the amounts identified by the Circuit Public Defender in writing no later than the twentieth day of each month.

(4) **Advance payment required.** This article may be amended or terminated by the Public Defender Office if the County does not pay for the above-referenced personnel costs in advance in accordance with this agreement. See article IV, infra.

Section 2.02 Additional services. In addition to the services established by law and as an additional consideration to Camden County, the Public Defender Office agrees to provide the following additional services to Camden County:

- (1) Representation of indigent defendants in deposit account fraud cases in the Magistrate Court of Camden County;
- (2) Representation of indigent defendants in traffic cases in the Probate Court of Camden County; and
- (3) Direct appeals from a decision in cases described in (1) and (2) above.
- (4) Representation of defendants who are “indigent” within the meaning of the U.S. Constitution and Constitution of the State of Georgia, and for whom the County would therefore be required to provide representation, and who would otherwise qualify for services of the Circuit Public Defender under the Indigent Defense Act of 2003 but are ineligible solely because the “maximum income level” applicable to them pursuant to O.C.G.A. § 17-12-2(6) exceeds 150 percent of the federal poverty level. This “gap coverage” provision is intended for the benefit of the County only, and is not intended to create any right, title, interest, benefit or expectation in any third party to this agreement. Further provided, moreover, that nothing set forth herein shall expand the financial responsibility of the Public Defender Office or GPDC for conflict cases.

Section 2.03 Reciprocal services from Camden County. The operating budget, set forth as Attachment “B”, includes payment of “rent” in the amount of \$2,500 per month for the approximately 2,000 square foot office located across from the existing Camden County Detention Center at 403 Georgia Avenue, Woodbine, Georgia 31569. The payment and lease shall include the following: power, water, sewer, sanitation, pest control, cable, internet service and technical support (through the Camden County Information Technology Department), website, network and judicial network (as applicable), video conference link with Camden County Detention Center, telephones and telephone system (as well as local and long distance service at the same rates as other county departments), maintenance and repairs, cleaning service, security, surveillance, and alarm system, and use of any furniture, filing cabinets, office equipment and other tangible property, if any, previously furnished by Camden County. The payment and lease also covers non-exclusive use of parking area on site. This payment includes an “administrative fee” of \$250.00 per month for Camden County Finance Department to handle the 1099 Salary Supplement account for the Public Defender Office.

ARTICLE 3

OPERATING EXPENSES

Section 3.01 Operating Expenses. The County agrees to pay its pro rata share of the operating budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone operating expenses, materials, supplies and other operating expenses of the Public Defender Office plus a 5% administration fee to GPDC. Nothing herein shall be construed to authorize expenditure of county funds for operating expenses which are the financial responsibility of GPDC, to wit: travel expenses of statutory staff and covered expert witness fees and expenses. The 5% administration fee is determined

by the total amount of the County's pro rata share of the operating expenses and is separate from the 5% administrative services fee described in Section 2.01 of this agreement.

Section 3.02 Administration of Operating Budget. GPDC agrees to be the fiscal agent for the administration of the operating budget. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds and made payable to the vendors at the addresses shown on the invoices. GPDC reserves the right to reject payment for expenditures which are not authorized by this contract or which would otherwise violate state law. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in a properly addressed envelope with sufficient postage by deposit into the United States mail.

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

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

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

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

Section 3.07 Transcripts. The County will pay the court reporter for all transcripts in any case in which the Public Defender Office has a legal responsibility for direct appeal. The County will pay for transcripts of previous proceedings for use at trial, or for discretionary appeal, to the extent that the trial court concludes defendant is entitled to same as a matter of law. See Britt v. North Carolina, 404 U.S. 266 (1971). However, the Public Defender Office shall pay the court reporter for any and all transcripts of preliminary hearings ordered prior to trial.

Section 3.08 Interpreters. The Public Defender shall only be responsible for interpreters when it is for the sole use (out-of-court) of the Public Defender Office. Any in-court use of interpreters shall be the responsibility of the County.

Section 3.09 Manner and Method of Payment. The County agrees to pay the amount stated in Attachment B, under "Total Payments to GPDC," in 12 monthly installments. Installments are due by the 15th of the preceding month beginning on June 15, 2020. Payments shall be sent to the following address: Georgia Public Defender Council, Attention: Jason Ring, 104 Marietta Street Suite 400, Atlanta, Georgia 30303.

ARTICLE 4

MISCELLANEOUS

Section 4.01 Term. The term of this agreement is for **twelve months beginning July 1, 2020 and ending June 30, 2021.**

Section 4.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as a part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 4.03 Severability. Any section, subsection, paragraph, term or condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 4.04 Cooperation, dispute resolution and jurisdiction. The Public Defender Office and the County acknowledge and agree as follows:

- (1) This agreement may need to be revised periodically to address new or unforeseen matters;
- (2) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement;
- (3) Each party recognizes that the Public Defender Office is a single circuit-wide entity that shall so far as practical provide comparable levels of service to all five counties within the circuit. The Public Defender Office has unified policies, procedures, salaries and benefits programs and so far as is practical provides comparable levels of support for its personnel regardless of which county or counties they serve.
- (4) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and

agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 4.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person at the address indicated below:

Circuit Public Defender Office of Brunswick Judicial Circuit

Stephen E. Tillman, Brunswick Circuit Public Defender
11 Judicial Lane Suite 111
Brunswick, Georgia 31520

Governing Authority of Camden County

James H. Starline, Chairman
Camden County Board of Commissioners
P.O. Box 69
Woodbine, Georgia 31569

Georgia Public Defender Council

Jimmonique Rodgers, Interim Executive Director
104 Marietta Street Suite 400
Atlanta, Georgia 30303

Section 4.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 4.05 may agree in writing, by an exchange of letters or emails prior to the budget revision becoming effective, to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all the parties to this agreement.

Section 4.07 Termination. Termination provisions for this agreement are as follows:

(1) ~~**Due to non-availability of funds.**~~ In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is refused during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Standards Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 4.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.08. In lieu of terminating this

agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 4.06.

(2) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure upon report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of this termination, except as required under Section 4.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

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

(4) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 4.08 (b).

Section 4.08 Cooperation in transition of services. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended, and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender Office for all post-termination or post-expiration services under this subsection at an agreed upon hourly rate. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

Section 4.09 Advance of Funds. The parties agree that the advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and un-obligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 4.10 Time. Time is of the essence.

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

**PUBLIC DEFENDER OFFICE
BRUNSWICK JUDICIAL CIRCUIT**

ATTEST:

By: _____
Stephen E. Tillman
Brunswick Circuit Public Defender

Notary Public SEAL

CAMDEN COUNTY

ATTEST:

By: _____
James H. Starline, Chairman
Camden County Board of Commissioners

Notary Public SEAL

GEORGIA PUBLIC DEFENDER COUNCIL

ATTEST:

By: _____
Jimmonique Rodgers, Interim Executive Director
Georgia Public Defender Council

Notary Public SEAL

ATTACHMENT B
BRUNSWICK JUDICIAL CIRCUIT PUBLIC DEFENDER – PROPOSED BUDGET FOR FY 20/21
SUMMARY

Base Salary	\$530,468.68
Benefits (Health 30.454%, Retirement 24.66%, FICA 7.65%, Unemployment \$279)	\$279,727.32
Base Salary and Benefits	\$810,196.00
5% Personnel Administrative Fee to GPDC	\$40,509.80
TOTAL CIRCUIT PERSONNEL COSTS	\$850,705.80
Base Operating Costs	\$222,200.00
5% Operating Costs Administrative Fee to GPDC	\$11,110.00
TOTAL CIRCUIT OPERATING COSTS	\$233,310.00
TOTAL CIRCUIT PERSONNEL/OPERATING - PAID TO GPDC	\$1,084,015.80
TOTAL 1099 SALARY - PAID TO CAMDEN COUNTY	\$127,800.00
TOTAL CIRCUIT PERSONNEL, OPERATING & 1099 SALARY	\$1,211,815.80

• PERSONNEL BUDGET BREAKDOWN BY COUNTY • PAID TO GPDC •

Brunswick Judicial Circuit Public Defender	% Share	Monthly Share	Annual Share
Glynn	45.99%	\$32,603.30	\$391,239.60
Camden	22.60%	\$16,021.63	\$192,259.51
Wayne	15.21%	\$10,782.70	\$129,392.35
Appling	9.10%	\$6,451.19	\$77,414.23
Jeff Davis	7.10%	\$5,033.34	\$60,400.11
TOTAL CIRCUIT PERSONNEL COSTS	100.00%	\$70,892.15	\$850,705.80

• OPERATING BUDGET BREAKDOWN BY COUNTY • PAID TO GPDC •

Brunswick Judicial Circuit Public Defender	% Share	Monthly Share	Annual Share
Glynn	45.99%	\$8,941.61	\$107,299.27
Camden	22.60%	\$4,394.01	\$52,728.06
Wayne	15.21%	\$2,957.20	\$35,486.45
Appling	9.10%	\$1,769.27	\$21,231.21
Jeff Davis	7.10%	\$1,380.42	\$16,565.01
TOTAL CIRCUIT OPERATING COSTS	100.00%	\$19,442.50	\$233,310.00

• COMBINED PERSONNEL AND OPERATING BUDGET BREAKDOWN BY COUNTY • PAID TO GPDC •

Brunswick Judicial Circuit Public Defender	% Share	Monthly Share	Annual Share
Glynn	45.99%	\$41,544.91	\$498,538.87
Camden	22.60%	\$20,415.63	\$244,987.57
Wayne	15.21%	\$13,739.90	\$164,878.80
Appling	9.10%	\$8,220.45	\$98,645.44
Jeff Davis	7.10%	\$6,413.76	\$76,965.12
TOTAL CIRCUIT PERSONNEL/OPERATING PAID TO GPDC	100.00%	\$90,334.65	\$1,084,015.80

• 1099 SALARY SUPPLEMENT BUDGET • BREAKDOWN BY COUNTY • PAID TO CAMDEN COUNTY •

Brunswick Judicial Circuit Public Defender	% Share	Monthly Share	Annual Share
Glynn	45.99%	\$4,897.94	\$58,775.22
Camden	22.60%	\$2,406.90	\$28,882.80
Wayne	15.21%	\$1,619.87	\$19,438.38
Appling	9.10%	\$969.15	\$11,629.80
Jeff Davis	7.10%	\$756.15	\$9,073.80
TOTAL 1099 SALARY - PAID TO CAMDEN COUNTY	100.00%	\$10,650.00	\$127,800.00

• COMBINED PERSONNEL OPERATING AND 1099 SALARY • BUDGET BREAKDOWN BY COUNTY •

Brunswick Judicial Circuit Public Defender	% Share	Monthly Share	Annual Share
Glynn	45.99%	\$46,442.84	\$557,314.09
Camden	22.60%	\$22,822.53	\$273,870.37
Wayne	15.21%	\$15,359.77	\$184,317.18
Appling	9.10%	\$9,189.60	\$110,275.24
Jeff Davis	7.10%	\$7,169.91	\$86,038.92
TOTAL CIRCUIT PERSONNEL, OPERATING AND 1099 SALARY	100.00%	\$100,984.65	\$1,211,815.80

ATTACHMENT A

The personnel/positions covered by this agreement are as follows:

Full-Time

1. Stephen Tillman (Statutory State)	Chief Circuit Public Defender
2. Jonathan Lockwood (Statutory State)	Chief Assistant Public Defender
3. Jim Kight (Statutory State)	Senior Assistant Public Defender
4. Sophia Butler (County)	Senior Assistant Public Defender
5. William Johnson (Statutory State)	Assistant Public Defender
6. Brian Tyrone (Statutory State)	Assistant Public Defender
7. Alex Smith (Statutory State)	Assistant Public Defender
8. Sarah Harriman (Statutory State)	Assistant Public Defender
9. Rebekah Shelnutt (County)	Assistant Public Defender
10. Daniellé Snook (County)	Assistant Public Defender
11. Megan Dempsey (County)	Assistant Public Defender
12. John Blanc (County)	Assistant Public Defender
13. <i>Vacant</i> (County)	Assistant Public Defender
14. Mylinda Horton (Statutory State)	Investigator
15. Jaimmie Howes (Statutory State)	Circuit Administrator
16. Ann LeMieux (Statutory State/County)	Paralegal/Executive
17. Angel Seacrist (county)	Paralegal 2
18. Cassandra Goff (County)	Admin Support 2

Part-Time

1. Felicia Flack (County)	Community Outreach Coordinator
2. Sherry Whiteside (County)	<i>Clerk (part-time)</i>
3. <i>Vacant</i> (County)	<i>Clerk (part-time)</i>
4. Tom Moree (County)	Investigator (part-time)

Contract Lawyer

Appling County, Jeff Davis County & Appellate Contractors as Needed

1. *County Juvenile* *Contract*

Nothing set forth in said addendum shall be construed as a "contract" of employment with any individual(s) identified by name herein nor shall any such reference create any right, entitlement or interest for the benefit of said employee, independent contractor, or other staff member. It is understood and agreed that individuals hired by the Public Defender Office work at the pleasure of the Circuit Public Defender and that personnel changes may be made with or without notice.

County	Glynn	Camden	Wayne	Appling	Jeff Davis	Budget Total
Percentile Share	45.990%	22.600%	15.210%	9.100%	7.100%	100.00%
Personnel	\$391,239.60	\$192,259.51	\$129,392.35	\$77,414.23	\$60,400.11	\$850,705.80
1099 Salary	\$58,775.22	\$28,882.80	\$19,438.38	\$11,629.80	\$9,073.80	\$127,800.00
Operating	\$107,299.27	\$52,728.06	\$35,486.45	\$21,231.21	\$16,565.01	\$233,310.00
Total by County	\$557,314.09	\$273,870.37	\$184,317.18	\$110,275.24	\$86,038.92	\$1,211,815.80
						\$1,211,815.80

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GEORGIA
PUBLIC
DEFENDER
COUNCIL

**OFFICE OF THE PUBLIC DEFENDER
BRUNSWICK JUDICIAL CIRCUIT**

Brunswick Office

11 Judicial Lane Suite 111
Brunswick, GA 31520

Phone: (912) 554-7072 Fax: (912) 554-279-2964

Stephen E. Tillman
Circuit Public Defender

Nancy Gonzalez, Chief Financial Officer
Department of Finance & Budget
200 East 4th Street
Woodbine, GA 31569

February 27, 2020

Dear Mrs. Gonzalez,

I received your request for Fiscal Year 2021 budget submission. Please find attached the requested budgetary documents for the Brunswick Judicial Circuit Public Defender. Should you have any questions or concerns please contact me at your convenience.

Thank you for your attention to this matter and I look forward to working again with you on the 2021 budget.

Respectfully,

A handwritten signature in blue ink, appearing to be 'Stephen E. Tillman', with a long horizontal flourish extending to the right.

Stephen E. Tillman
Brunswick Circuit Public Defender
(912) 554-7079
stillman@gapublicdefender.org

**CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 5**

SUBJECT: Approval of Professional Services Agreement for Legal Services.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: June 12, 2020

BUDGET INFORMATION: See attached Contract for Financial Detail.

This is a budgeted item.

- Monthly retainer of \$8,250.00
- Monthly expense stipend of \$1,250.00 to cover general expenses such as copy costs, postage, courier services, long distances telephone service, fees to court for obtaining necessary documents, and ordinary travel expenses (less than 150 miles one way)

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider action regarding the approval of Professional Services Agreement for Legal Services.

HISTORY:

1. The board previously approved the contract for legal services with Attorney John Myers on June 18, 2019 for a term of one (1) year to expire on June 30, 2020.

FACTS & ISSUES:

1. The term of this agreement for legal services shall begin on July 1, 2020 and shall terminate on June 30, 2025, unless extended for an additional period of time as agreed to by the parties hereto by and through a written Addendum of this agreement, unless this agreement is terminated prior to June 30, 2021 as further provided herein.

OPTIONS:

1. Motion to approve the Professional Services Agreement for Legal Services with Attorney John S. Myers under the Consent Agenda.
2. Motion to remove this item from consent agenda and move to regular agenda.
3. Motion to deny this item.
4. Motion to table this item.
5. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Consent Agenda Item, to be determined by the Board.

DEPARTMENT:

Prepared by:

*Katie Bishop,
County Clerk*

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

*Nancy Gonzalez,
Interim CFO*

STATE OF GEORGIA
COUNTY OF CAMDEN

PROFESSIONAL SERVICES AGREEMENT FOR THE RETAINING OF LEGAL SERVICES
FOR CAMDEN COUNTY, GEORGIA, a political subdivision of the State of Georgia

This AGREEMENT is made and entered into this ____ of June 2020, by and between the Camden County Board of Commissioners, as party of the first part, (hereinafter referred to as "CCBC") and John S. Myers, PC Attorney at Law, a State of Georgia Licensed Attorney, holding a current license to practice law in the State of Georgia, as party of the second part, (hereinafter referred to as "ATTORNEY").

WITNESSETH

WHEREAS this AGREEMENT for legal services shall begin on July 1, 2020 and shall terminate on June 30, 2025, unless extended for an additional period of time as agreed to by the parties hereto by and through a written Addendum of this AGREEMENT, unless this AGREEMENT is terminated prior to June 30, 2021 as further provided herein.

WHEREAS CCBC does hereby retain the legal services of ATTORNEY to provide required legal services on behalf of the CCBC, the Camden County Government and Administration, the elected Constitutional Officers of Camden County, the Solid Waste Authority, Camden County Joint Development Authority, the Camden County Public Service Authority, the Camden County Board of Assessors, the Camden County Board of Equalization, the Camden County Library Board, the Camden County Board of Health, the Camden County Board of Registrars, Supervisor of Elections, Prosecutor of County Ordinance violations in Magistrate Court or Superior Court, other appointed Independent Boards of Camden County as established by State Law, and the CCBC, and any other legal representation as required by the CCBC so long as the legal representation conforms to State Law and the Attorney's Code of Ethics (code of Professional Conduct) as established and amended from time to time by the State Board of Georgia and the Georgia Supreme Court.

WHEREAS, ATTORNEY agrees to provide the below indicated legal services. The CCBC agrees to retain the services of ATTORNEY and to compensate ATTORNEY for legal services subject to the following terms and conditions as agreed to by both parties hereto.

TERM: For the period beginning July 1, 2020 and terminating June 30, 2025, the CCBC shall pay to ATTORNEY a minimum monthly retainer of \$8,250.00 (Eight Thousand Two Hundred Fifty Dollars) for legal services as defined herein. Said retainer is due and payable on the last day of each and every month of this Agreement starting July 1, 2020 and continuing monthly thereafter on the last day of each and every subsequent month thereafter for the terms of this Agreement. The ATTORNEY shall be eligible for enrollment in the CCBC's county health insurance program with ATTORNEY being responsible for the payment of the employee premiums for the health insurance coverage selected from the CCBC's health insurance program. The aforesaid monthly retainer shall cover any and all legal services or representation

provided by ATTORNEY for the benefit of Camden County and the aforesaid parties other than those expenses as defined and stated herein. Compensation for services may be renegotiated and amended by and through a written Addendum of this AGREEMENT.

SERVICES: Attorney shall provide all necessary services to Camden County as required and as agreed to by the parties hereto. Attorney shall be considered a full-time independent contractor and shall perform all legal services per week as needed during the term of this Agreement. The parties hereto agree that said services will be valued at the work-time equivalent of thirty-five (35) hours per week. Attorney shall have complete control over his legal representation and operation without any managerial control by the CCBC, however, ATTORNEY shall keep the CCBC or other represented county party informed of all legal representation and shall seek approval from the CCBC or other represented party to settlements of any cause of action or legal matter. Said legal services shall include services such as attending any necessary scheduled meetings as established by the CCBC, County Administrator, the other represented individuals as defined above in paragraph 3 of this Agreement, court appearances, litigation services, legal research, brief writing, legal opinions, litigation discovery, real property closing and title work, the assisting of attorneys retained by the CCBC's insurance carriers in the defense of Camden County and those certain individuals as defined in paragraph 3 of this Agreement, legally advising and providing legal services to the County Administrator, members of the Camden County Board of Commissioners, County Department managers, Constitutional Officers, Camden County Authorities and Agencies as stated in paragraph 3 of this Agreement as established by State Law and the CCBC and those certain individuals of the County both employees and appointed persons as approved from time to time by the County Administrator and the CCBC, said approval for aforesaid legal representation of individuals shall be approved by the CCBC in a lawful assembly of the CCBC and spread upon the Official Minutes of Camden County.

EXCLUSIONS: This Agreement shall not cover nor include legal services of ATTORNEY when appointed by the Courts which are the Federal, Superior, Juvenile, Probate and Magistrate Courts, to represent indigent individuals as ordered by the Court system.

COUNTY OFFICE SPACE: ATTORNEY currently has been provided and assigned certain office space in the Government Services Building for his utilization when performing services for the CCBC, said office space is provided with a working computer, printer, internet service, connected to the CCBC's system, telephone service, desk, chair, book cases, updated Official code of Georgia. Said office space as described shall continue to be provided to ATTORNEY during the term of this Agreement.

OFFICE EXPENSES: CCBC shall pay to ATTORNEY a monthly expense stipend of \$1,250.00 (One Thousand Two Hundred Fifty Dollars) to cover certain general expenses for the CCBC that arises from day to day such as copy costs, postage, courier services, long distances telephone service, fees to court for obtaining necessary documents, and ordinary travel expenses (less than 150 miles one way). Said stipend is due and payable on the last day of each month starting July 31, 2019 and continuing monthly thereafter for the term of this Agreement.

ADDITIONAL EXPENSES: CCBC shall be responsible for any additional expenses incurred by ATTORNEY for services on behalf of CCBC such as court filing fees, court reporters, transcript costs, travel expenses (greater than 150 miles one way) and lodging, required specialized training that benefits CCBC, witness fees, appraisal fees and other expenses as required and approved by the County Administrator as they may arise from time to time. Said additional expenses shall be billed to CCBC for payment.

ATTORNEY TRAINING: Attorney will attend certain county attorney seminars held during the term of this Agreement. CCBC shall be responsible for all costs associated with said training. Said costs shall be billed and or covered by a CCBC credit card or paid directly from the budget of the County Attorney.

ATTORNEY CLIENT PRIVILEGE: ATTORNEY is retained to provide legal services as defined herein and as agreed herein; it is further agreed that ATTORNEY represents the Board of County Commissioners (CCBC) as a lawfully elected body and that ATTORNEY is required to keep each individual member of the CCBC informed as to the legal events as they may develop from time to time during the term of this Agreement, with the exception being that of Attorney Client Privilege that develops when ATTORNEY has determined that the Attorney Client Privilege has attached to certain legal advice or services provided to individual(s) as envisioned by this Agreement.

TERMINATION OF SERVICES BY CCBC: CCBC and ATTORNEY agree that ATTORNEY is retained and serves at the will of the CCBC by a majority vote of the CCBC as provided by law, and that an orderly system must be established to terminate legal services should such an event develop. The termination of legal services of ATTORNEY by the CCBC shall only be perfected as follows: Termination of legal services of ATTORNEY by CCBC shall only be perfected in a lawful assembly of the CCBC with all five (5) members of the Board of Commissioners present and voting on a "MOTION TO TERMINATE SERVICES OF ATTORNEY", with the Motion to Terminate Legal Services of Attorney being approved by three (3) or more members of the CCBC voting to terminate legal services as established by this Agreement.

TERMINATION OF SERVICES BY ATTORNEY: ATTORNEY may terminate this Agreement by providing to the CCBC a written ninety (90) day notice that ATTORNEY desires to terminate legal services as defined herein. Said notice by ATTORNEY shall be delivered to the Chair of the CCBC with the understanding that ATTORNEY will assist in an orderly transfer of legal representation to the newly retained attorney.

TERMINATION COMPENSATION: In the event this Agreement is terminated by the CCBC and if ATTORNEY is required to provide transitional legal services to CCBC then ATTORNEY shall be compensated at an hourly rate of \$250.00 (Two Hundred Fifty dollars) per hour plus expenses and costs which shall be billed to CCBC.

CONTINUATION OF THIS AGREEMENT: Both parties hereto agree and understand that the CCBC adopts an annual budget by June 30th of each and every year, however in the event that the aforesaid budget has not been adopted then this Agreement in regards to the terms

as defined herein shall remain in full force and effect until such budget is approved or the new Agreement is voted on in a lawful assembly by the CCBC after the budget is approved and adopted as required by law.

INVALID PARAGRAPH: In the event any paragraph or paragraphs of this agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect and be construed as the Agreement of the parties hereto.

ENTIRE AGREEMENT: This agreement constitutes the entire Agreement between the parties hereto and supersedes any and all agreements previously entered between the parties hereto. No representation or warranties have been made hereto to the other except for those representations and warranties expressly established herein.

Entered into this the _____ day of June, 2020.

ATTORNEY: _____ SEAL
JOHN S. MYERS, PRESIDENT
JOHN S. MYERS, PC
GA BAR#533150

CHAIRMAN OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS:

CHAIRMAN: _____ SEAL
JAMES STARLINE, CHAIRMAN

This Agreement for the Retaining of Legal Services for Camden County., Georgia, a political subdivision of the State of Georgia for the remaining Budget Year 2021 was approved and adopted by the CAMDEN COUNTY BOARD OF COMMISSIONERS in a lawful assembly held on the _____ day of June, 2020 and spread upon the Official Minutes of Camden County, Georgia as required by law.

ATTEST: _____
KATHRYN BISHOP, COUNTY CLERK:

COUNTY SEAL:

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 6

SUBJECT: Approval of E - 911 Agreement between Sheriff James K. Proctor, and the Board of County Commissioners.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 12, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the E - 911 Agreement between Sheriff James K. Proctor and the Board of County Commissioners.

HISTORY:

1. This agreement was previously approved by the Board with Sheriff James K. Proctor during last fiscal year to run for a period of one (1) year, ending on June 30, 2020.

FACTS & ISSUES:

1. The agreement is between the Camden County Board of Commissioners and Camden County Sheriff James K. Proctor.
2. The Camden County Sheriff's Office will provide management and operate the Camden County "911" system and central dispatch center for the Camden County Board of Commissioners.
3. If approved, the agreement period will be July 1, 2020 to expire on June 30, 2021.

OPTIONS:

1. Motion to approve the E - 911 Agreement between Sheriff James K. Proctor and the Board of County Commissioners.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

**AGREEMENT BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CAMDEN COUNTY SHERIFF JAMES K. PROCTOR**

THIS AGREEMENT, made and entered into this 16th day of June, 2020, between the Camden County Board of Commissioners, located in the State of Georgia, hereafter referred to as the “CCBC”, and the Camden County Sheriff, James K. Proctor, located in the State of Georgia, hereinafter referred to as the “Sheriff”.

WITNESSETH

WHEREAS, the CCBC has established and has in current operation a unified emergency telephone number “E-911” system and central dispatch center as envisioned by O.C.G.A. 46-5-120, et seq., Georgia State Act 636, relating to a statewide emergency telephone number “911” system and central dispatch center; and,

WHEREAS, the parties are in full agreement that the Sheriff is to manage and operate the county’s E-911 system and the central dispatch center from the date of this Agreement up and until June 30, 2021; and,

WHEREAS, the parties hereto have agreed to keep in place the now established unified E-911 emergency dispatch center for the purpose of receiving and dispatching calls for all emergency services among the incorporated and unincorporated areas of Camden County, Georgia.

NOW THEREFORE, in consideration of the mutual promises made and hereafter set forth, the parties hereto agree as follows:

1. The CCBC has titled in their name the existing E-911 Center which includes but not limited to: 209 East 4th Street, Woodbine, GA 31569, E-911 equipment and furnishings, the purpose of which is to provide emergency dispatch services for the incorporated and unincorporated areas of Camden County, Georgia.

2. The CCBC has requested the Sheriff take over day-to-day operations of the E-911 Dispatch Center for the length of this AGREEMENT.
3. The Sheriff hereby agrees to manage the E-911 dispatch system for the length of time indicated in this AGREEMENT.
4. The E-911 dispatch system shall continue to provide all emergency answering and dispatch services for law enforcement, fire and emergency medical for Camden County, Georgia, which includes, unincorporated Camden County, and the incorporated cities of Kingsland, St. Marys, and Woodbine, and, if required, Kings Bay Naval Base and Cumberland Island National Seashore.
5. The E-911 Center employees are employees of the Sheriff and are subject to the personnel policies of the Sheriff's Office. The Sheriff shall perform all personnel management functions and powers with regards to the E-911 Center employees including, but not limited to, hiring, training, terminating, and dispatching of E-911 employees working on the premises of, or in conjunction with, the operation of the E-911 Center.
6. The Sheriff shall lease for the sum of \$1.00 and other valuable consideration of E-911 equipment, Center building and furnishings from the CCBC for the length of this AGREEMENT.
7. The Sheriff shall prepare and present to the CCBC an annual budget for the operation and maintenance cost and purchase of new equipment will be borne by the CCBC, confiscated drug funds from Sheriff (if approved) and any monthly surcharge fees for fixed and mobile telephones.

- A. The Sheriff will prepare and submit an annual budget for the operation of the E-911 Center to the CCBC for approval no later than June 1st of each fiscal year.
 - B. Operation and equipment costs shall consist of the following: Building maintenance, records, telephone lines and equipment, supplies, salaries, training, publicity expense, purchase of new equipment, and other items mutually agreed upon by the parties.
 - C. The CCBC shall maintain financial records relating to the operation and maintenance of the E-911 Center and said records shall be available to the public, the parties herein, or their representatives, upon request.
 - D. All funds, payments, and disbursements on behalf of the E-911 Dispatch Center shall be in the strict compliance with O.C.G.A. 46-5-120, et sep., Georgia State Act 636 and shall be strictly accountable by the Finance Department of the CCBC which shall conduct an annual audit of the E-911 Dispatch Center, a copy of such audit shall be available to the public, the parties or their representatives of this AGREEMENT.
 - E. In order to provide additional funding for emergency “911” system purposes, the E-911 Dispatch Center may receive funds from the federal, state, county, and municipal governments, confiscated drug funds, held by the Sheriff, (if legally available) or private funds.
8. The Sheriff shall be responsible for setting and implementing policies and resolving disputes relevant to the operation of the Camden County E-911 Dispatch Center.
 9. Pursuant to the specific provisions of O.C.G.A. 46-5-136, the parties agree to keep in place the current Camden County 911 Committee, which will act in an advisory capacity to the Sheriff and the E-911 Dispatch Center. The Committee will consist of the Police Chiefs

and the Fire Chiefs for each municipality, the Fire Chief, the Sheriff or his representative, the Medical Services Director, and the E-911 Director for Camden County, and a representative from the Board of County Commissioners Finance & Budget Department. *(9 members)*

10. The Camden County E-911 committee will function in accordance with Robert's Rules of Order.

11. Each Member of the Camden County E-911 Committee shall be entitled to one vote.

12. The terms of this AGREEMENT shall be effective from the 1st day of July, 2020, until the 30th day of June 2021.

ACCEPTED AND APPROVED BY:

James H. Starline, Chairman
Camden County Board of Commissioners

ACCEPTED AND APPROVED BY:

James K. Proctor, Sheriff
Camden County, Georgia

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 7

SUBJECT: Approval of Fiscal Year 2021 Contract for Services for Magistrate and Probate Court Public Defender Services with Attorney Clyde Urquhart.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 12, 2020

BUDGET INFORMATION: See attached Contract for Financial Detail.
This is a budgeted item.

- Rate of \$1,000.00 per month for said services to be paid respectively on a monthly basis at the end of each month for all services rendered during that month.

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider action regarding the Contract for Magistrate and Probate Court Public Defender Services with Attorney Clyde Urquhart.

HISTORY:

1. Attorney Urquhart serves as the Indigent Defense Counsel for both Magistrate Court and Probate Court.
2. Attorney Urquhart has served in this capacity since 1986.
3. Previously, this contract was approved by the Board during the June 18, 2019 regular meeting for a period of one (1) year to expire on June 30, 2020.

FACTS & ISSUES:

1. Attorney Urquhart shall work on a salaried basis a minimum of thirty (30) hours per week at a fixed monthly salary of \$1,000.00.
2. Contract shall commence July 1, 2020 for term of one (1) year ending June 30, 2021.
3. Contract shall be subject to renewal on an annual basis.
4. Mr. Urquhart shall be eligible for enrollment in the county health insurance program with Mr. Urquhart being responsible for the payment of the employee premiums for the health insurance coverage selected from the county health insurance program.

OPTIONS:

1. Motion to approve the Contract for Magistrate and Probate Court Public Defender Services with Attorney Clyde Urquhart.
2. Motion to remove this item from the Consent Agenda.
3. Motion to deny this item.

4. Motion to table this item.
5. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Staff recommends approval of this item.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, Interim CFO

**STATE OF GEORGIA
COUNTY OF CAMDEN
CONTRACT FOR SERVICES WITH THE
CAMDEN COUNTY MAGISTRATE AND PROBATE COURT
PUBLIC DEFENDER**

This Contract for Services ("Contract") is made and entered into, by and between the Camden County Board of Commissioners ("CCBOC") and Clyde M. Urquhart, Attorney at Law ("ATTORNEY") on **June ____ of, 2020.**

The position of the Camden County Probate and Magistrate Public Defender shall require a licensed attorney through the State Bar of Georgia who shall perform preparatory, investigatory and administrative functions for indigent clients in said Courts. In addition, the Camden County Probate and Magistrate Court Public Defender shall be responsible for any and all court appearances. The Camden County Probate and Magistrate Court Public Defender shall be responsible for representing all indigent defendants who are charged with misdemeanor offenses and county ordinance violations being prosecuted in Magistrate Court and any misdemeanor offenses being prosecuted in Probate Court.

The CCBOC agrees to contract for services with ATTORNEY to provide legal services on behalf of Camden County as the Camden County Probate and Magistrate Courts Public Defender {Probate/Magistrate Court Public Defender}. The Probate/Magistrate Court Public Defender shall work on a salaried basis and shall work a minimum of thirty {30} hours per week in this capacity. Said services shall consist of representation by ATTORNEY of indigent criminal defendants in cases prosecuted in Camden County Probate Court and Camden County Magistrate Court. These services will encompass the responsibility for the defense of misdemeanor cases from arrest or citation through trial in both courts.

If for any reason ATTORNEY is unable to be present to provide the services cited in this Contract for Services, it shall be ATTORNEY's sole responsibility to arrange for another qualified attorney to provide services in his absence as to avoid court cases being rescheduled. However, in the event that a conflict arises as a result of ATTORNEY's representation of multiple indigent defendants charged where there exists a legal conflict, any conflicted defendants shall be assigned to other private attorney(s) from the Camden County Bar.

The CCBOC agrees to contract for services with ATTORNEY at the rate of One Thousand and 00/100 Dollars (\$1,000.00) per month for said services. ATTORNEY is to be paid respectively on a monthly basis at the end of each month for all services rendered during that month. The contract for services shall commence on **July 1, 2020** and continue through **June 30, 2021.**

This contract for services shall be subject to renewal on an annual basis on the same terms and conditions for so long as said position is deemed necessary and required by either Camden Probate Court and/or Camden Magistrate Court. The ATTORNEY shall be eligible for enrollment in the CCBOC's county health insurance program with ATTORNEY being responsible for the payment of the employee premiums for the health insurance coverage selected from the CCBOC's health insurance program.

The CCBOC agrees that in his capacity as Probate Court Public Defender and Magistrate Court Public Defender, ATTORNEY's primary legal and ethical responsibility is the representation of his clients. In order to fulfill this responsibility, all decisions relating to the defense of his clients are to the sole and independent judgment of ATTORNEY. ATTORNEY shall be autonomous from the CCBOC with respect to the fulfillment of his duties as Probate Court Public Defender and Magistrate Court Public Defender. ATTORNEY shall indemnify, hold harmless, protect and defend Camden County, its commissioners, elected officials trustees, officers, employees and agents from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of his obligations under this contract for services.

This Contract for Services may be terminated (i) upon ninety (90) days written notice to the other party, or (ii) by either party upon a breach of this Contract for Services (including, but not limited to, services being deemed unsatisfactory by CCBOC or loss of required State Bar of Georgia certification and/or licensure). In the event of a termination of this Contract for Services, CCBOC shall pay for services completed as of the date of termination.

This Contract for Services shall be governed by, and construed and enforced in accordance with, the law of the State of Georgia (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Georgia, and agree that the Superior Court of Camden County, Georgia, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Contract for Services.

This Contract for Services including any exhibits attached hereto, constitutes the entire Contract for Services between the parties, and supersedes all prior and contemporaneous Contract for Services, understandings and negotiations, with respect to the subject matter hereof. In the event any provisions of this Contract for Services is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Contract for Services and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Contract for Services.

IN WITNESS WHEREOF, parties have duly executed and delivered this Contract.

CAMDEN COUNTY BOARD
OF COMMISSIONERS

CLYDE M. URQUHART,
ATTORNEY AT LAW

James H. Starline, Chairman

Clyde M. Urquhart, Attorney at Law

_____, 2020

_____, 2020

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 8

SUBJECT: Approval of Fiscal Year 2021 Humane Society Contract

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 13, 2020

BUDGET INFORMATION:

REVENUES:

EXPENSES:

ANNUAL:

- \$167,750.04 proposed current contract
- No increases to contract

FUNDING SOURCE: General Fund

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the Fiscal Year 2021 Humane Society Agreement.

HISTORY:

1. Annual agreement between Camden County and the Humane Society for animal shelter services.

FACTS & ISSUES:

1. FY 2021 funding request by the Humane Society is the same contract amount as Fiscal Year 2020.

OPTIONS:

1. Motion to approve the FY 2021 funding request by the Humane Society annual amount of \$167,750.04
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, Interim CFO



April 29, 2019

Mr. Steve Howard
County Manager
Post Office Box 99
Woodbine, Georgia 31569

Re: Agreement between the Humane Society and Camden County
July 1, 2020 through June 30, 2021

Dear Steve,

Enclosed please find two original agreements along with our 2020 budget. You will note that the County's contribution is the same as last year's amount. Also, we wish to advise that our audit is in the process of being prepared. Once complete, we will forward it to you.

We would request that you present the agreements to the Commissioners for their review and execution. After execution, please forward a signed original to me for my file. Should you have any questions, you may reach me at 729-5864.

Thank you and we look forward to another successful year of working with the County for the benefit of its animals and citizens.

With kind regards,

Madonna T. Marx
Co-Founder/Board Secretary

MTM/m
Enclosures

AGREEMENT

THIS AGREEMENT entered into this 29th day of April, 2020 between the **HUMANE SOCIETY OF CAMDEN COUNTY, INC.**, herein referred to as the Humane Society, and **CAMDEN COUNTY**, hereinafter referred to as the Entity.

WHEREAS, the Humane Society has been incorporated for the purpose of acquiring, establishing, maintaining and operating a shelter for animals, and

WHEREAS, the Entity is desirous of utilizing the services provided by the Humane Society,

THEREFORE, the parties agree as follows:

General Provisions

1.

The term of this Agreement shall begin on July 1, 2020 and shall expire on June 30, 2021.

2.

In consideration for the services provided by the Humane Society to the Entity, the Entity shall pay the sum of **\$13,979.17 per month**. The monthly contract amount shall be due on the fifteenth day of each month.

3.

In the event payment is not received within seven days from the due date, then the Humane Society may issue a notice of intent to cancel the contract and cease services.

The Entity shall be responsible for the payment of services up to and including the last date services are rendered.

4.

In the event the Humane Society's operation of the animal shelter should be terminated, any funds remaining from the Entity's contributions shall be returned to the contracting entity in the same proportion as they were received.

5.

The Humane Society shall maintain appropriate records of the reclamation fees of animals reclaimed within five days after the animal is placed in the shelter. Additionally, at the time of reclamation the representative of the Humane Society shall attempt to ascertain the residency of the person reclaiming the animal and make an appropriate entry as to the reclaim fee received.

6.

The Humane Society shall hold harmless the Entity from any action or liability that is caused once an animal is transferred into the care and control of the Humane Society.

7.

The Humane Society shall furnish the following services:

- a) Operate a facility for the shelter and care of animals. As recognized by the Rules of the Georgia Department of Agriculture, any animal described in Official Code of Georgia Annotated § 27-1-2 and § 27-5-5 shall not be

considered to be covered for purposes of this agreement, except where specifically mentioned herein;

- b) Food, shelter, sanitation services for animals delivered to the shelter by the Entity's Animal Control Officer or stray animals brought in by any resident within the Entity's jurisdiction, as determined by proof of identification of residency;
- c) Stray animals accepted by the Humane Society shall be held for five days after which time period the animals may either be placed for adoption or euthanized;
- d) The Humane Society shall be entitled to charge, collect and retain a reclaim fee for each stray animal as follows: \$25 reclaim fee for spayed/neutered pets; \$50 reclaim fee for un-sprayed/un-neutered pets. Additionally the Humane Society will charge a fee of \$20.00 each day or any portion thereof that the stray animal has been housed by the Humane Society;
- e) In addition to the reclaiming fees as stated above, any persons reclaiming an animal must supply appropriate proof of proper rabies inoculations for the animal or pay a charge in the amount of \$15.00 for a rabies voucher;
- f) The Humane Society shall cooperate with law enforcement officers in the investigation and prosecution of cruelty cases brought to its attention or of which it has knowledge. Further, the Entity and the Humane Society may appoint agents for the purpose of investigating

violations for the purpose of protecting animals or preventing any act of cruelty thereto;

- g) The Humane Society shall provide the Entity with monthly reports that coincide with Animal Control record keeping for such information including, but not limited to, animal I.D. number and reason for intake, by the 10th of each month;
- h) After 5:00pm on normal business days or on weekends and holidays, the Humane Society shall provide an “on call” staff person, accessible via a cell phone, for emergency situations. For purposes of this agreement, “emergency” shall be defined as (1) a severe weather condition wherein an animal cannot be safely housed in an exterior drop off cage; (2) a situation wherein a domestic animal is seriously ill or severely injured and euthanasia is required, and (3) a quarantine, as required by law, for a bite, attack or suspected rabies incident of a domestic animal;
- i) Wild animals, as defined by O.C.G.A. § 27-1-2 and § 27-5-5, shall not be housed at the shelter nor will shelter staff perform or assist with the euthanasia of a wild animal;
- j) In the event of a bite, attack or suspected rabies incident of a domestic animal, the Humane Society shall provide quarantine cages to house said seized animals as required by law;
- k) Humane Society staff will not assist or perform euthanasia, decapitation, or transport of suspected rabid animals; and

- 1) The Humane Society agrees to allow review of the program operations upon reasonable request of any representative of the Entity to discuss such matters as may be necessary due to said review. When an operations problem is noted in writing by the Entity, it shall be resolved within a thirty-day time period. A notice of intent to cancel the contract may be given and this contract may then be cancelled by either the Humane Society or the Entity, at their option. The Entity shall be responsible for the payment of services up to and including the last day services are rendered.

8.

The Entity shall perform as follows:

- a) All responsibilities for the picking up of animals from within the jurisdiction of the Entity shall be the Entity's responsibility;
- b) During the normal business hours, the Entity's Animal Control Officer shall deliver the animals to the designated cages or runs at the shelter. In the event the Animal Control Officer should need assistance with removing an unruly animal from the Entity's vehicle, a Humane Society staff member will assist, if available;
- c) After 5:00pm on normal business days or on weekends and holidays, all requests or calls for collection or accepting of animals to be housed within

the shelter shall be the responsibility of the Entity from which the call originates. The Humane Society will furnish animal holding cages for both cats and dogs at the shelter for use by the Animal Control Officer for confining animals collected during non-business hours; and

- d) At the time an animal is delivered to the shelter, the Entity's Animal Control Officer shall furnish the appropriate and accurate paperwork for said animal. The shelter staff will not accept paperwork on animals not housed at the shelter.

THE HUMANE SOCIETY OF
CAMDEN COUNTY, INC.

By:



Dave Brown, President



Madonna T. Marx, Secretary

CAMDEN COUNTY, GEORGIA

By: _____

Attest: _____

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 9

SUBJECT: Request approval to purchase renewal of existing software/support for Information Technology.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 10, 2020

BUDGET INFORMATION:

REVENUES:

EXPENSES: \$42,087.00

ANNUAL:

CAPITAL:

FUNDING SOURCE: General Fund

COMMISSION ACTION REQUESTED ON: June 16, 2020.

PURPOSE:

To request that the Board of Commissioners

1. Consider the renewal of existing software/support for Information Technology.

HISTORY:

1. This is an annual budgeted item.

FACTS & ISSUES:

1. The Information Technology Department purchases the software/support annually, it is a three year contract. This is a budgeted item for FY21. The total for the three years is \$126,260.00, we will pay \$42,087.00 each year for three years.
2. Vendor name redacted under provisions of O.C.G.A. Subsection 48-2-16 and O.C.G.A. Subsection 50-18-72 (a)(44).

OPTIONS:

1. Motion to approve this item.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Staff recommends approval.

DEPARTMENT:

Prepared by:

*Kelsey Kelley
Purchasing Officer*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 10

SUBJECT: Request approval to purchase Audio/Visual Equipment for the Courts.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 10, 2020

BUDGET INFORMATION:

REVENUES:

EXPENSES: \$103,750.00

ANNUAL:

CAPITAL:

FUNDING SOURCE: SPLOST 8/Capital Improvements.

Law Library is reimbursing Capital Improvements \$40,000.00

COMMISSION ACTION REQUESTED ON: June 16, 2020.

PURPOSE:

To request that the Board of Commissioners

1. Request approval to purchase Audio/Visual Equipment for the courts.

HISTORY:

1. This is a purchase that was needed due to Covid-19. The courts are currently shut down and needed this in order to have hearings.

FACTS & ISSUES:

1. The equipment is for Superior Court, Jury Assembly, Magistrate Court, Detention Center Rooms, Juvenile Court Room and also Board of County Commissioners Portable Recording Setup.

OPTIONS:

1. Motion to approve this item.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Staff recommends ratifying the purchase of the Audio/Visual equipment.

DEPARTMENT:

Prepared by:

*Kelsey Kelley,
Purchasing Officer*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 11

SUBJECT: Special Use SU2020-05- Request for Special Use approval to install a Solar Power Generating Facility. Properties are located in Waverly & zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: May 4, 2020

COMMISSION ACTION REQUESTED ON: June 16, 2020

PURPOSE:

To request that the Board of Commissioners:

- a. Take action on the request for a Special Use.

HISTORY:

- 1. Requesting a Special Use approval for the placement of a solar power generating facility on over 1900 combined acres.

FACTS & ISSUES:

- 1. The UDC requires a Special Use when installing a solar power generating facility.
- 2. The applicant will be buying a little more than 2900 acres from the four parcels to install the facility.
- 3. Before buying the land, a minor subdivision will be required in order to create a new parcel for the facility. (See purchase area vs. lease area sheet attached). The leased area is the projected area for the solar panels.
- 4. With this area, having a major wetland, floodway and poor soils on it mitigation with the Corps of Engineers will be required before permitting.

OPTIONS:

- 1. Motion to approve a Special Use to install a solar power generating facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001,061-002C, 047-002 & 061-002B. Beltline Energy, applicant, Weyerhaeuser, Owner.
- 2. Motion to approve with modifications.
- 3. Motion to deny the request.
- 4. Table this item.
- 5. Other action by the board.

DEPARTMENT RECOMMENDED ACTION:

1. Staff & Planning Commission recommend approval with the condition that the final plat is approved and then the Special Use will remain with the new parcel created from the sub-divide. Planning Commission added that the developer has to meet with the public prior to the June 16 BOC meeting.

DEPARTMENT:

Prepared by:

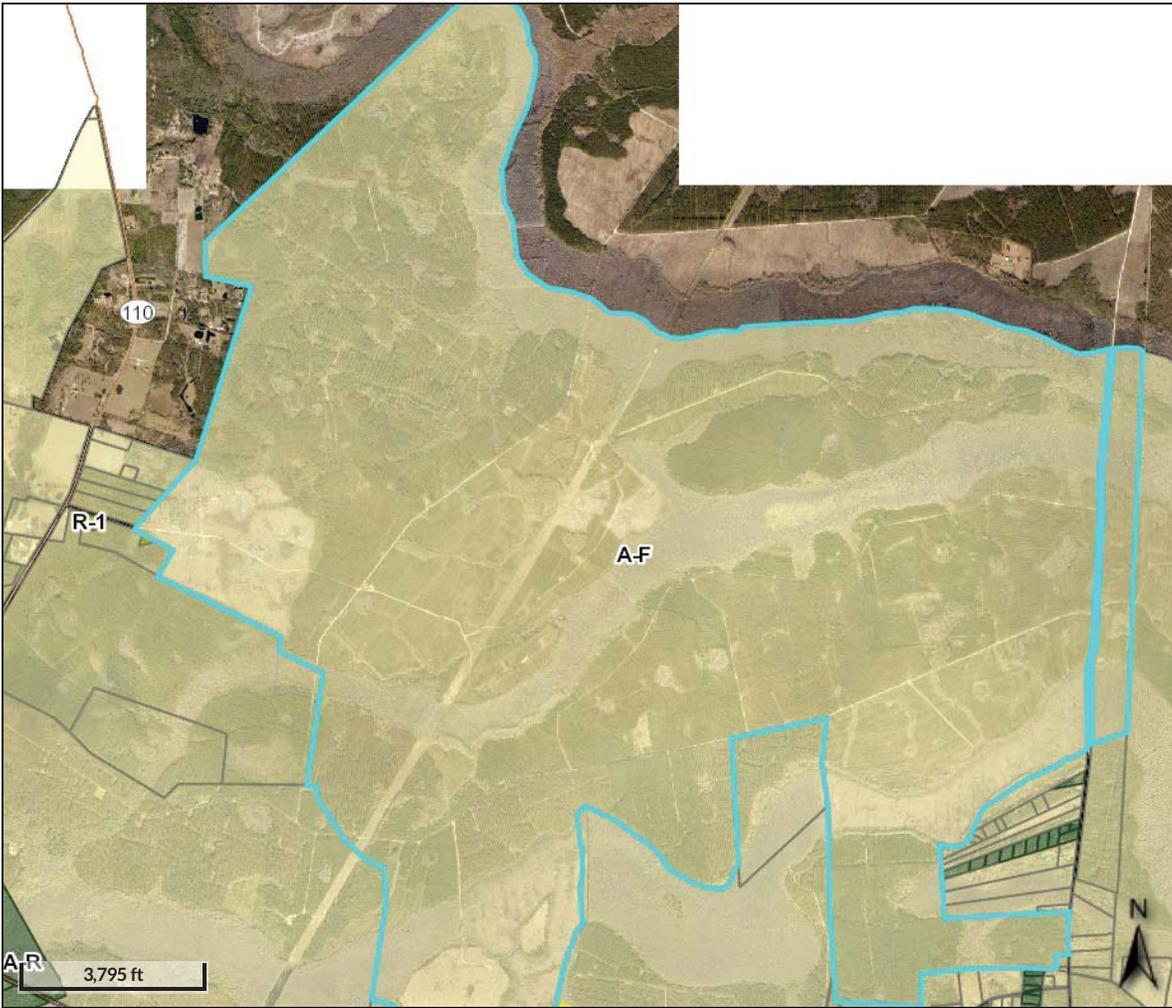
Joey Yacobacci

Director, Planning & Development

IF APPLICABLE:

County Attorney Review:

Attorney, John S. Myers



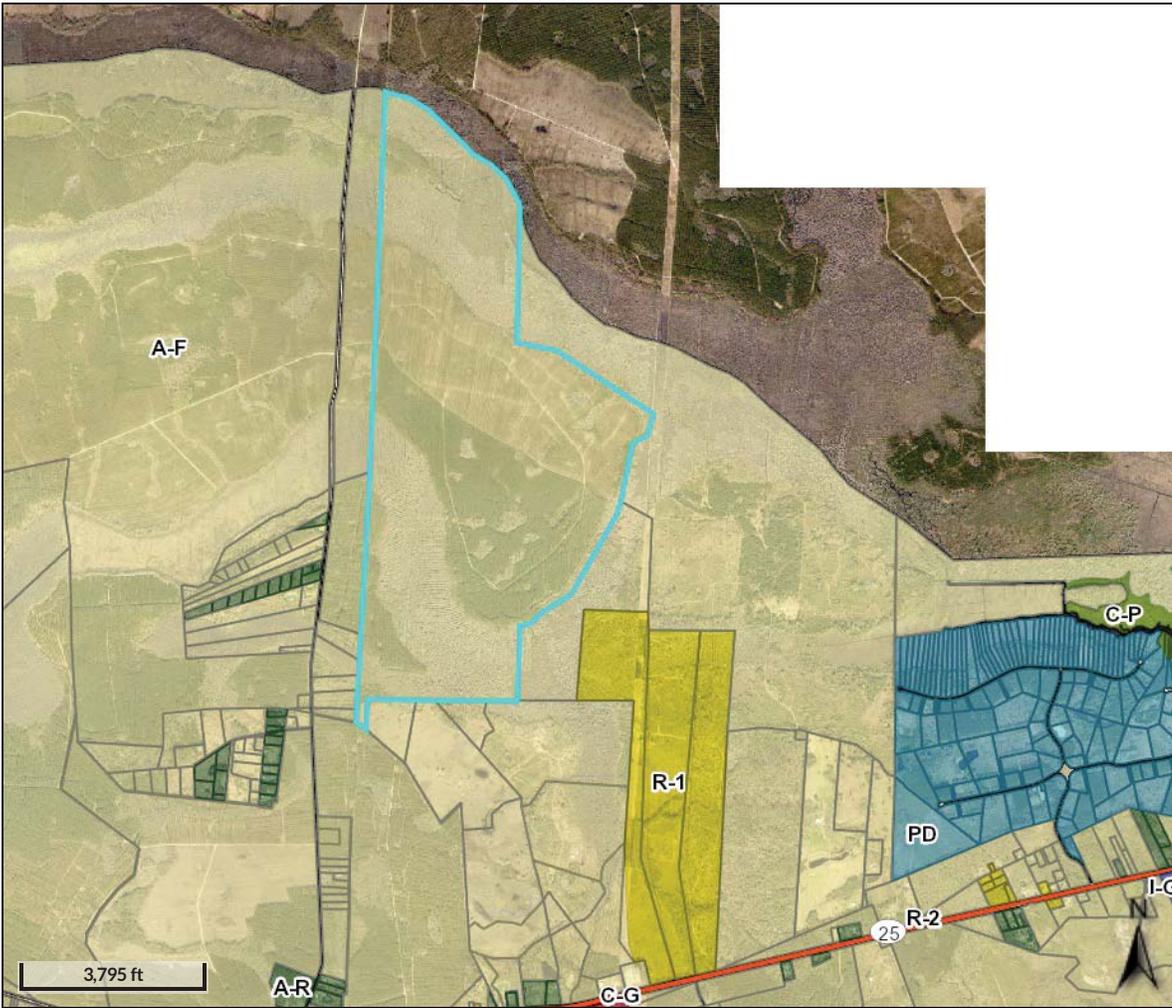
Overview



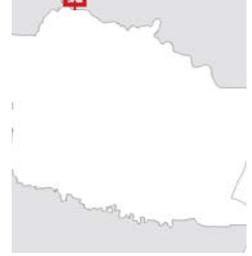
Legend

- Parcels
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels**
- Zoning**
- A-F
- A-R
- C-G
- C-I
- C-N
- C-P
- City
- I-G
- I-R
- LCI
- MHP
- PD
- R-1
- R-2
- R-3
- RVD
- Unknown

Parcel ID	047001	Owner	WEYERHAEUSER COMPANY	Last 2 Sales			
Class Code	n/a		F/K/A PLUM CREEK TIMBERLANDS	Date	Price	Reason	Qual
Taxing	43 UNINCORPORATED SERVICE		LP	9/28/2016	0	VI	U
District	DIST		100 PROFESSIONAL DRIVE	9/15/2009	0	NM	U
	43 UNINCORPORATED SERVICE	Physical Address	BRUNSWICK GA 31525				
	DIST	Assessed Value	n/a				
Acres	5375.41	Value	Value \$2677911				



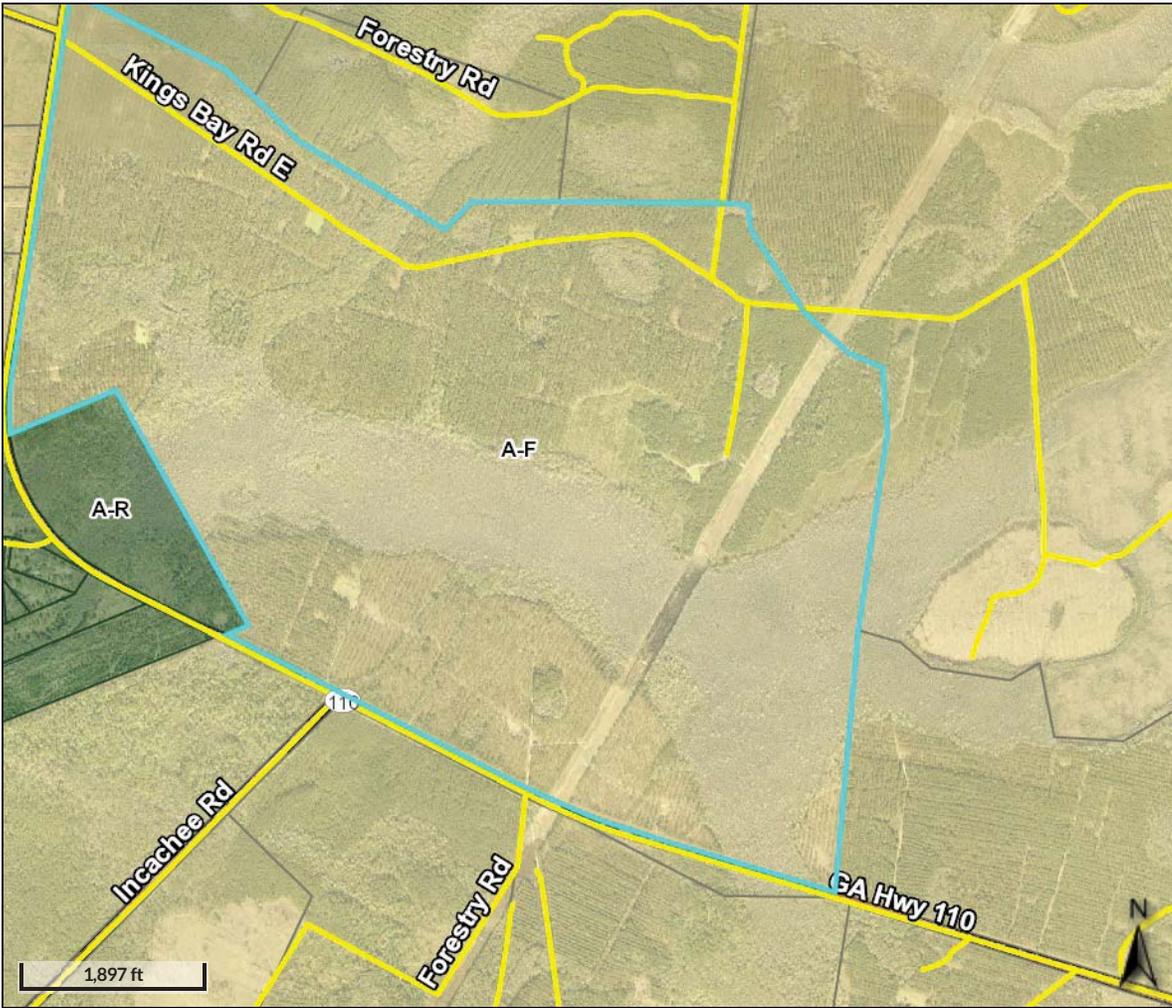
Overview



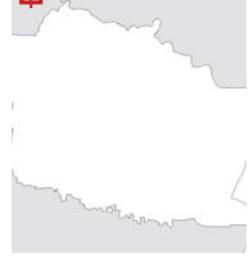
Legend

- Parcels
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels**
- Zoning**
- A-F
- A-R
- C-G
- C-I
- C-N
- C-P
- City
- I-G
- I-R
- LCI
- MHP
- PD
- R-1
- R-2
- R-3
- RVD
- Unknown

Parcel ID	061002C	Owner	WEYERHAEUSER COMPANY	Last 2 Sales			
Class Code	Agricultural		F/K/A PLUM CREEK TIMBERLANDS	Date	Price	Reason	Qual
Taxing	43 UNINCORPORATED SERVICE		LP	9/28/2016	0	VI	U
District	DIST		100 PROFESSIONAL DRIVE	n/a	0	n/a	n/a
	43 UNINCORPORATED SERVICE	Physical Address	BRUNSWICK GA 31525				
	DIST	Assessed Value	n/a				
Acres	933.35	Value	Value \$464965				



Overview



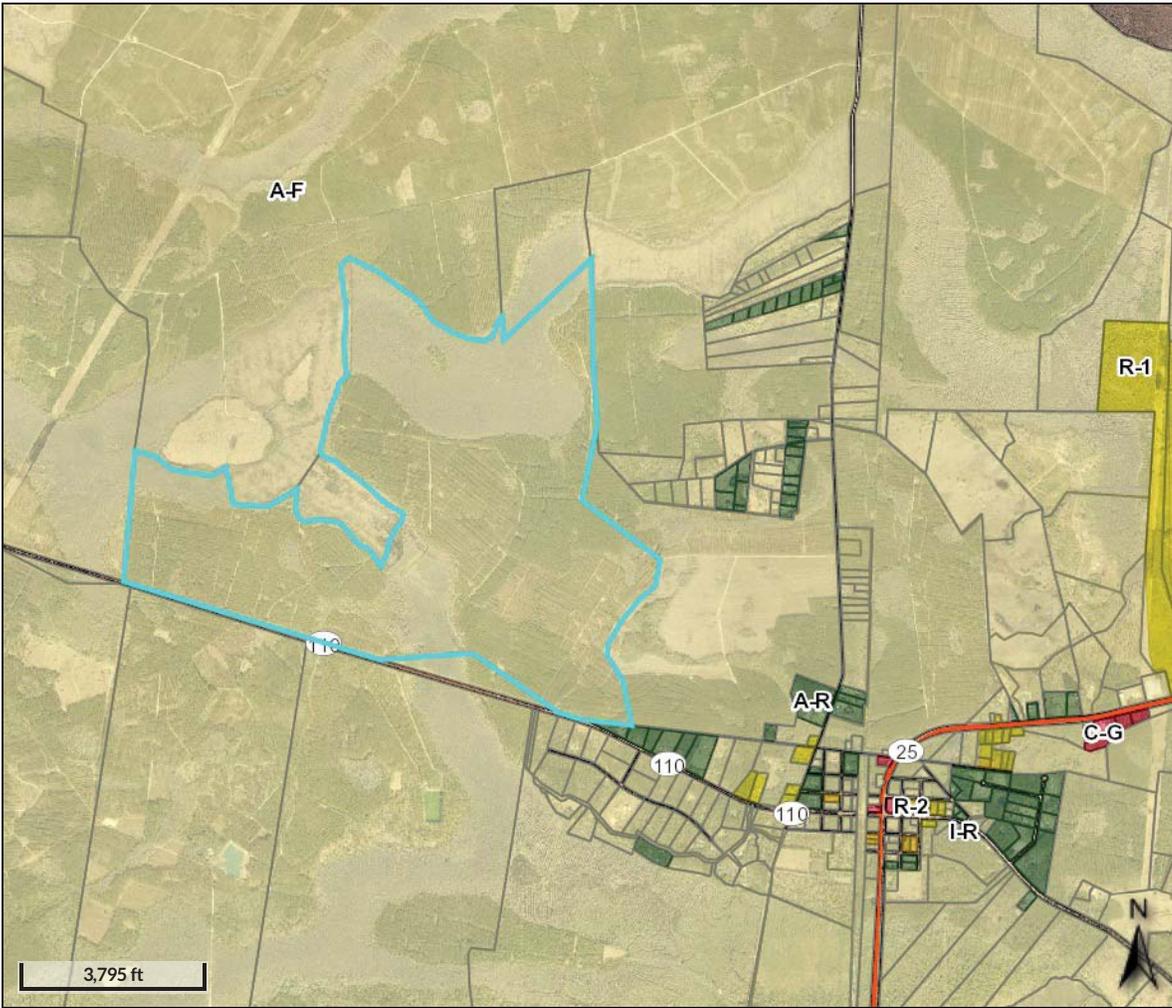
Legend

- Parcels
- Roads
- USA Major Highways**
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels**
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

Parcel ID 047002
 Class Code n/a
 Taxing 43 UNINCORPORATED SERVICE
 District DIST
 43 UNINCORPORATED SERVICE
 DIST
 Acres 1028.44

Owner WEYERHAEUSER COMPANY
 F/K/A PLUM CREEK TIMBERLANDS
 LP
 100 PROFESSIONAL DRIVE
 BRUNSWICK GA 31525
Physical Address GA HWY 110

Last 2 Sales			
Date	Price	Reason	Qual
9/28/2016	0	VI	U
9/15/2009	0	XX	U



Overview



Legend

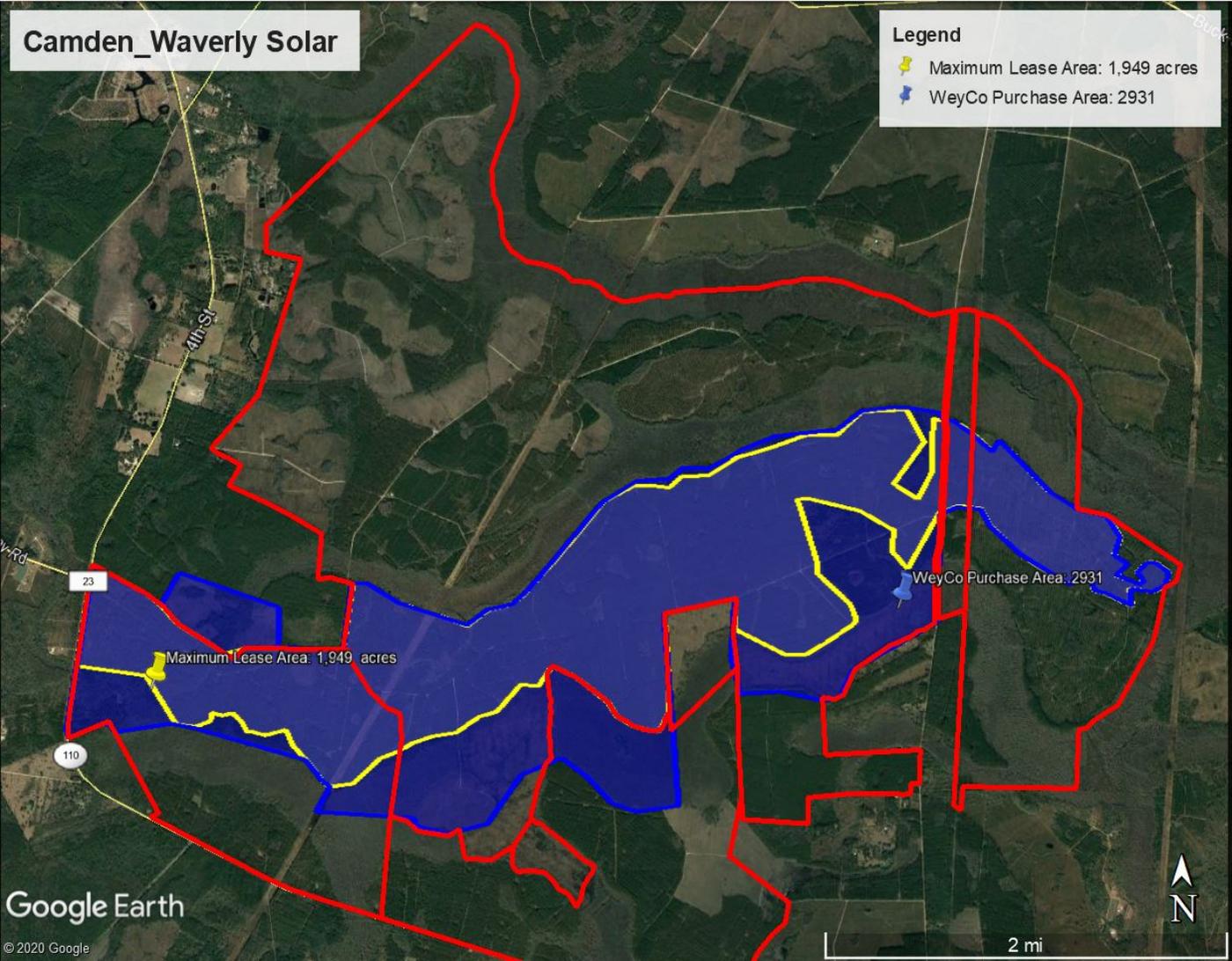
- Parcels
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels**
- Zoning**
- A-F
- A-R
- C-G
- C-I
- C-N
- C-P
- City
- I-G
- I-R
- LCI
- MHP
- PD
- R-1
- R-2
- R-3
- RVD
- Unknown

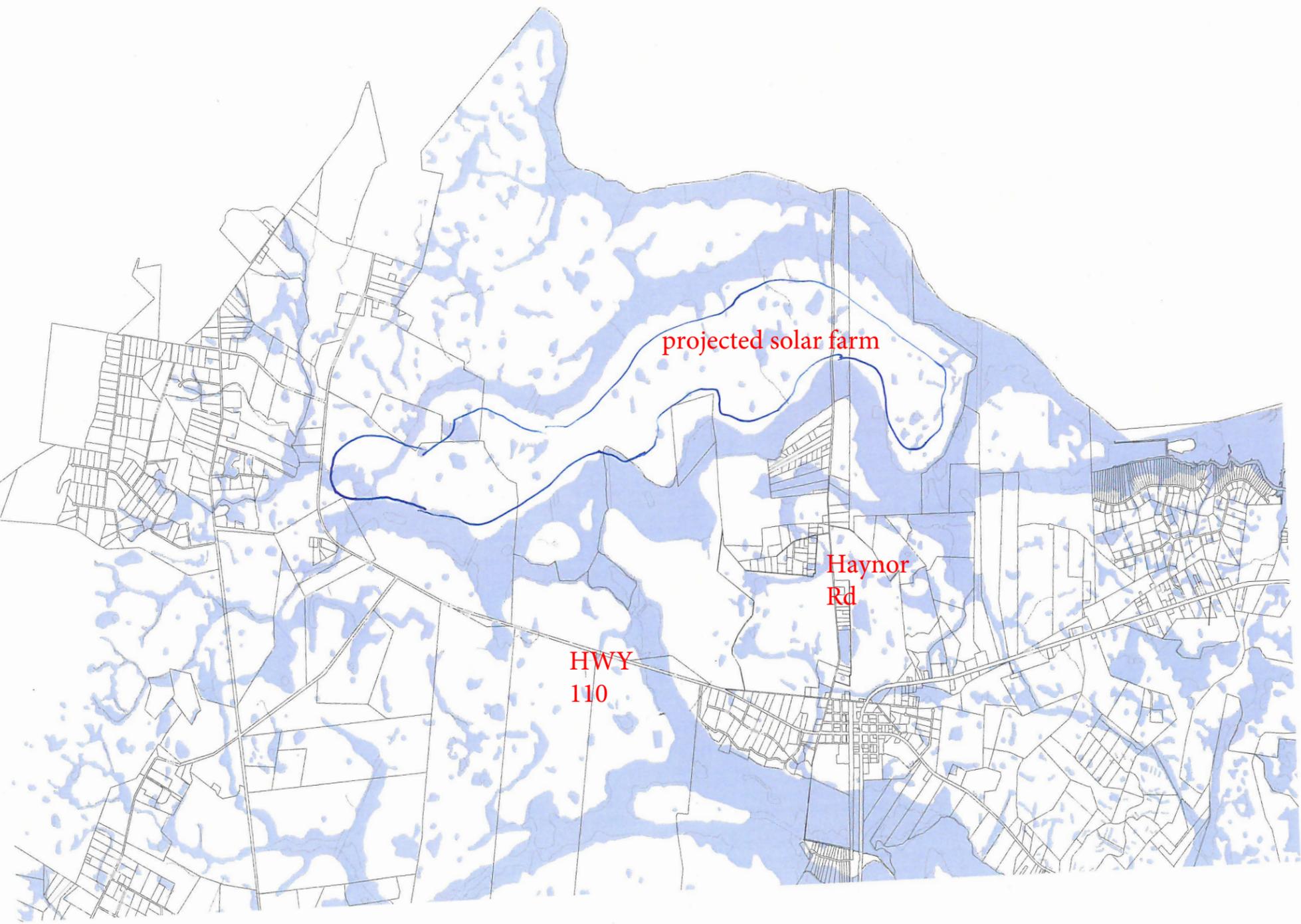
Parcel ID	061002B	Owner	WEYERHAEUSER COMPANY	Last 2 Sales			
Class Code	n/a		F/K/A PLUM CREEK TIMBERLANDS	Date	Price	Reason	Qual
Taxing District	43 UNINCORPORATED SERVICE DIST		LP	9/28/2016	0	VI	U
	43 UNINCORPORATED SERVICE DIST	Physical Address	100 PROFESSIONAL DRIVE	n/a	0	n/a	n/a
Acres	1087.86	Assessed Value	BRUNSWICK GA 31525				
			n/a				
			Value \$792955				

Camden_Waverly Solar

Legend

-  Maximum Lease Area: 1,949 acres
-  WeyCo Purchase Area: 2931





projected solar farm

Haynor
Rd

HWY
110

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 12

SUBJECT: Appointment to the St. Marys River Management Committee - 1 appointment will be an At-Large member and 1 appointment must own property along the St. Marys River.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: June 12, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the appointment of two members to the St. Marys River Management Committee.
- b. 1 appointment will be an At-Large member
- c. 1 appointment must own property along the St. Marys River.

HISTORY:

1. The St. Marys River Management Committee (SMRMC) is an intergovernmental entity of elected and appointed members from four (4) counties along the St. Marys River including Camden, Charlton, Nassau and Baker counties.
2. The committee is made up of individuals who are involved because of a personal commitment to the St. Marys River. The committee meets monthly to discuss, develop and implement plans and programs in regard to the St. Marys River.
3. The Committee prepares and presents to each County Commission an annual report at the end of each fiscal year. This report summarizes accomplishments of the Committee over the past year and provides recommendations for future activities as well as a financial report.

FACTS & ISSUES:

Qualifications for applicants include the following:

- Must reside in Camden County
- Personal commitment to the St. Marys River
- Have the ability to actively participate in the efforts of the Committee.
- Ability to attend regularly scheduled monthly meetings held on the first Monday of every month at 7:00 PM located at the Callahan Volunteer Fire Department Conference Center, 542300 U.S. Hwy. 1, Callahan, FL 32011.

Applicants submitting their intent to serve in this capacity:

- Scott Eitel
- Jeremy Lopez

- Bryan R. Franks, PhD
- Elizabeth King (*owns property on the St. Marys River*)
- Richard Bruce Frey

See attached applications.

OPTIONS:

-
1. Motion to appoint an individual to the St. Marys River Management Committee as an at-large member, as well as the appointment of an individual whom owns property along the St. Marys River to both serve a term of four (4) years.
 2. Motion to deny this item.
 3. Motion to table this item.
 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

-
1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A



Board of County Commissioners

Office of the County Administrator
P.O. Box 99 / 200 East 4th Street
Woodbine, Georgia 31569

Contact: Katie Bishop

912-576-5651 (office)

912-576-5647 (fax)

kberry@co.camden.ga.us

FOR IMMEDIATE RELEASE

Camden County Seeking Applicants for St. Marys River Management Committee

WOODBINE, Ga. – May 20, 2020 – The Camden County Board of Commissioners is seeking applicants to fill two (2) vacancies on the St. Marys River Management Committee (SMRMC).

The SMRMC is an intergovernmental entity of elected and appointed members from four (4) counties along the St. Marys River including Camden, Charlton, Nassau and Baker counties. The committee is made up of individuals who are involved because of a personal commitment to the St. Marys River. The committee meets monthly to discuss, develop and implement plans and programs in regards to the St. Marys River. The Committee prepares and presents to each County Commission an annual report.

Qualifications for applicants include the following:

- Must reside in Camden County
- Personal commitment to the issues and challenges facing the St. Marys River
- Have the ability to actively participate in the efforts of the Committee.
- Ability to attend regularly scheduled monthly meetings held on the first Monday of every month at 7:00 p.m. at the Callahan Volunteer Fire Department Conference Center located at 542300 US Hwy 1 in Callahan, Florida.

One vacancy requires the applicant to own property in Camden County along the St. Marys River.

Qualified Applicants should submit their intent to serve via the County website, www.camdencountyga.gov, featured on the homepage under Services, Online Forms, [Citizen Board Application Form](#). If you have any questions you may call 912-576-5651. **Positions shall remain open until filled.**

About Camden County: Located in the extreme southeast corner of Georgia, Camden County truly is “Georgia’s Coastal Community of Choice.” Originally formed in 1777, Camden County is best known for its rich history, natural scenic beauty and Southern hospitality. Our vision is helping to make this the best place to live by preserving and enhancing the history and quality of life, while promoting smart growth and providing an efficient, effective and responsive government.

Find us on:



CamdenCountyGA



CamdenCountyGA

###

“Award-Winning Government”

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

LANNIE E. BRANT
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

BEN L. CASEY
Commissioner, District 5

Katie Bishop

From: noreply@civicplus.com
Sent: Thursday, May 21, 2020 9:08 AM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Scott Eitel
Home Address:	[REDACTED]
City	Woodbine
Home Phone:	[REDACTED]
Additional Phone:	[REDACTED]
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	St. Marys River Management Committee
Are you currently serving on a County Board(s)?	Yes, No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 5
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: 20 Years Shark Tooth and fossil hunter in and around Georgia with focus on the St Marys river. Throughout my years i have cleaned up the river banks ,under bridges and boat ramps and repair damages to shorelines caused by residents and animals. My family takes pride in the clean up efforts and promote the life of the river through word and efforts to maintain the shorelines and wildlife.

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Scott Eitel

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Thursday, May 21, 2020 12:13 PM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Jeremy Lopez
Home Address:	[REDACTED]
City	Kingsland
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	St. Marys River Management Committee
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 2
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Certificate from Miami Dade College for volunteer work at Pinecrest Gardens in Miami, FL / certificates of appreciation from Defenders of Wildlife for protecting wildlife and wildlands and preserving natural habitats / volunteer trash pickup in Kingsland / public on stage experience / knowledgeable in conservation work and efforts

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Jeremy Lopez

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Thursday, May 21, 2020 7:20 PM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Bryan R. Franks, Ph.D.
Home Address:	[REDACTED]
City	Woodbine
Home Phone:	[REDACTED]
Additional Phone:	[REDACTED]
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	St. Marys River Management Committee
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 2
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County?	No
Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.)	No
If yes, please explain:	<i>Field not completed.</i>
Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.)	No
If yes, please explain:	<i>Field not completed.</i>
Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to theboard(s) for which you are applying:	As a Professor of Marine Science at Jacksonville University I have considerable experience and expertise in marine biology and ecology specifically with our local ecosystems and the challenges they face. Through my educational background and professional development I've worked with a number of agencies and governmental bodies relating to management and conservation of natural environments. I'm also quite familiar with many of the rivers and estuaries in our region and conduct research with students in Georgia's coastal waters including the waters in and around the St. Mary's River. Lastly, as a home and boat owner within Camden County, my family and I can frequently be found on our local waterways pursuing recreational activities. The management of these waters are important to me professionally and personally, and I believe I would be a valuable addition to the committee if given the opportunity to serve.

Thank you for your time.

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Bryan R. Franks

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Wednesday, May 27, 2020 9:42 PM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Elizabeth King
Home Address:	[REDACTED]
City	Saint Marys
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	St. Marys River Management Committee
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 4
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Community involvement includes treasurer of St. Marys Garden Club, board member of Friends of Crooked River State Park, and supporter of both the Satilla Riverkeeper and the St. Marys Riverkeeper. I am a retired high school science teacher with a PhD in Science Education, past Adopt-a-Stream training in water quality monitoring, and am currently working on my Florida Master Naturalist certification.

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Elizabeth A. King

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Tuesday, June 2, 2020 10:54 AM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Richard Bruce Frey
Home Address:	[REDACTED]
City	St. Marys
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	St. Marys River Management Committee
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 4
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Previously served as At Large appointment from Camden County to the St. Marys River Management Committee. In 2018, I resigned from the Committee to found and serve as the St. Marys Riverkeeper, Inc. After 4 years as Riverkeeper and Board Director, I retired and am now interested in returning to the Committee.

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Richard B. Frey

Email not displaying correctly? [View it in your browser.](#)

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 13

SUBJECT: Approval of Work Authorization 11102 SA#3 with Atlas Technical Consultants (fka Moreland Altobelli) for the additional and rework tasks that is required by the Georgia Department of Transportation on the Kingsland By-Pass Phase II design.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: June 3, 2020

BUDGET INFORMATION:

REVENUES:

EXPENSES:

ANNUAL:

CAPITAL: \$490,000.00

OTHER:

FUNDING SOURCE: Initially SPLOST – Reimbursed by GDOT

COMMISSION ACTION REQUESTED ON: June 16th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of Work Authorization 11102 SA#3 with Atlas Technical Consultants (fka Moreland Altobelli) for the additional and rework tasks that is required by the Georgia Department of Transportation on the Kingsland By-Pass Phase II design.

HISTORY:

1. In April 2011 Camden County received the "Project Framework Agreement" for the Kingsland By-Pass Phase II. The PFA included \$1,634,424.00 in design reimbursement for a standalone project. That money was appropriated out of \$5,600,000.00 in Federal earmarks for the project.
2. In 2014 GDOT combined our project with the 2 projects of widening Georgia Highway 40 into Charlton County because of questions raised by the Federal Highway Association on logical termini of all 3 projects. This came out of the first concept report submittal. This caused the project to slow down for all 3 to be coordinated.
3. In 2015 Camden County alerted GDOT that we were being required to re-work most of our environmental reports because of the 5 year time span, and that with them posting a 34 month delay that this could happen again before project let.
4. In 2017 Camden County formally requested GDOT for more design reimbursement due to the re-work and updating standards. The request was not answered.

5. In 2018 Camden County again requested additional reimbursement from GDOT. We identified a funding source as part of the 5.6 million in earmarks that the project had been granted in the beginning. In August 2019 GDOT began working on that request.
6. January 2020 GDOT approved a Supplemental PFA for the Kingsland By-Pass Phase II with \$490,000.00 in additional reimbursement for the county.

FACTS & ISSUES:

1. Staff has worked with Atlas Technical Consultants to firm up the attached "Scope of Services" for the remainder of the project. We managed to negotiate the price down to meet our reimbursement amount.

OPTIONS:

1. Motion to approve this item.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT: CRS, E & S

Prepared by:

Scott Brazell

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

WORK AUTHORIZATION

TO: Atlas Technical Consultants LLC

FROM: Camden County Board of Commissioners

WORK ORDER: 11102 SA # 3

DATE: May 20, 2020

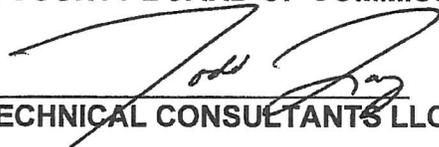
Project: Use of Earmarks, West Kingsland Bypass, Camden County – PI # 0008666

Work Scope: New tasks related to the Preliminary Design, Environmental, and Final Design.
See attached Exhibit A

Fees: \$490,000

Signed: _____
CAMDEN COUNTY BOARD OF COMMISSIONERS

DATE: _____

Signed: 
ATLAS TECHNICAL CONSULTANTS LLC

DATE: 5-20-20

PI No.: 0008666

County: Camden

Project Description: Kingsland Bypass from CR 61/Vacuna road to W of I-85

RE: \$ 490K Work Order Backup

SCOPE OF SERVICES

- Re-survey of wetland areas.
- Ecology Resource Survey Report (ERSR) update.
- History Survey Report (HSR) update.
- Archaeology report updated.
- Traffic update using the new GDOT methodology.
- Air analysis update.
- Noise analysis update.
- New requirement UST/Hazmat studies update.
- Additional project management (Primavera P6 schedule updates, monthly project status meetings, e-mail correspondence, etc.) due to schedule delay.
- Monthly coordination meetings with Office of Program Delivery/GDOT PM.
- New erosion control requirements.
- New Constructability review requirements.
- Corrected FFPR submittal.
- Corrected FFPR cost estimate submittal.
- Additional travel associated with the constructability review and reproduction costs associated with the constructability review, final utility submittal and corrected FFPR
- New LRFD requirement for Bridge Foundation Investigation (BFI).
- New LRFD requirements for Bridge design.
- Intersection Sight distance submittal package (new requirement as of 9/26/2018)
- Temporary drainage plans & quantities (new requirement as of 1/22/2019)
- 3D model submittal to contractors (new requirement as of 12/7/2018)
- Additional annual cost estimate updates (2 updates)
- New traffic counts (GDOT now requires new counts when they are 5 years old)

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 14

SUBJECT: Purchase of a 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: June 5, 2020

BUDGET INFORMATION:

EXPENSES:

ANNUAL: \$29,000.00

CAPITAL:

OTHER:

FUNDING SOURCE: Solid Waste Authority - Capital Acct. #540.5.0000.54.2200

COMMISSION ACTION REQUESTED ON: 06 /16/2020

PURPOSE:

To request that the Board of Commissioners:

- a. Purchase of a 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga.
- b. Low and best bid received.
- c. To re-vegetate disturbed areas like: slopes, ditches and filled lifts at both landfill sites as required by Ga. EPD.

HISTORY:

1. This request is made to improve the landfill site by re-vegetation to control erosion and storm water runoff.
2. Ga. EPD requires disturbed areas to be re-vegetated to prevent erosion and control rills that may expose waste.

FACTS & ISSUES:

1. Purchased from Delta Landscape Supply of Ga. 550-gallon hydro-seeder for the SW Dept.
2. Competitive bids were received with Delta Landscape Supply of Ga. being low and best bid.
3. Hydro-seeder will make re-vegetation of remote areas more efficient and effective to improve both landfill sites.

OPTIONS:

1. Approve the request to purchase 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga.
2. Decline the purchase of a 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga.
3. Table this issue.

DEPARTMENT RECOMMENDED ACTION:

1. Department recommends approval to purchase a 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga.

DEPARTMENT:

Prepared by:

Kevin Barkley
Senior Director SWA

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez,
Interim CFO

Camden County Board of Commissioners
Score Tabulation Sheet
Project: Hydro-Seeder for Landfill
ITB # B20-0540-19

Selection Criteria	Delta Landscape Supply	LSC Enviromental Products, LLC.
Cost for Hydro-Seeder	\$ 29,000.00	\$ 30,643.07
Cost for Shipping	\$ -	\$ 2,043.00
Total Cost	\$ 29,000.00	\$ 32,686.07
Approximate Delivery Time	30-45 days from Notice to Proceed	30 days from Notice to Proceed
Warranty	2 years on Engine, 1 year on machine and parts	1 year limited warranty

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 15

SUBJECT: Consideration of a line of credit for the General Fund.

- Recommendation
- Policy Discussion
- Status Report
- Contract
- Action Item

DATE: June 3, 2020

BUDGET INFORMATION:

Revenues: \$0

Expenses: Interest costs - will depend on amount and time borrowed, no closing costs or loan fees.

COMMISSION ACTION REQUESTED ON: June 16, 2020

PURPOSE:

- a. To adopt a line of credit for general operations in the General Fund until December 31, 2020.

HISTORY:

1. The Board of Commissioners has established a line of credit for the past several years.
2. In 2019 the line of credit was not used.
3. The Board has indicated that a line of credit be established annually as a contingency.

FACTS & ISSUES:

1. Request for quotes were solicited via email correspondence with the local banks: Pineland, Southeastern, and Ameris.
2. Amount of line of credit: \$3,000,000
3. Loan structured as a tax anticipation note (TAN) and is repayable by December 31, 2020.
4. The responses were: Pineland did not quote; Southeastern 2.25% no closing costs/fees, Ameris 2.6% no closing costs/fees.
5. Southeastern had the lowest interest rate and loan documents are attached.

OPTIONS:

1. Motion to approve the line of credit with Southeastern Bank and authorization for the CFO and Finance Director to sign all necessary documents.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Nancy Gonzalez, CFO

IF APPLICABLE:

County Attorney Review:

Atty. John S. Myers

IF APPLICABLE:

Finance Review:

N/A

Hotel Motel Tax
Projected Collections for FY2021
June 16, 2020

	Population	%	\$25,025 Allocation
Woodbine	-	0.00%	
Kingsland	15,946	32.48%	\$8,127
St. Marys	17,121	34.87%	\$8,726
County (Chamber of Commerce)	16,034	32.66%	\$8,172
Total	49,101	100.00%	\$25,025

Original Population Breakdown

	Population	%
Woodbine	1,412	2.80%
Kingsland	15,946	31.57%
St. Marys	17,121	33.89%
County	16,034	31.74%
Total	50,513	100.00%

¹Source: U.S. Census Bureau, 2010 Census

**Board of County Commissioner's Calendar
June 2020**

June 15	June 16 Board of County Commissioners Regular Meeting 6:00 PM, Via Teleconference	June 17	June 18 Board of Assessor Meeting 6:00 PM TBA	June 19
June 22	June 23	June 24 Planning Commission Meeting 6:00 PM, TBA	June 25	June 26
June 29	June 30			

**Board of County Commissioner's Calendar
July 2020**

		July 1	July 2 Board of Assessor Meeting 6:00 PM TBA	July 3 County offices will be closed in observance of Fourth of July.
July 6	July 7	July 8	July 9	July 10
July 13	July 14 Board of County Commissioners Regular Meeting 6:00 PM, TBA	July 15	July 16	July 17
July 20	July 21	July 22	July 23	July 24
July 27	July 28	July 29 Planning Commission Meeting 6:00 PM, TBA	July 30	July 31