

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, November 16, 2015, beginning at 6:00 p.m. with Chairperson Rita Johnson presiding. Commissioners Bart Miller, Raymond Ray, Gwen Flowers-Taylor and Donald F. Hawbaker were present. Also present were County Manager William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.

I. OPENING (CALL TO ORDER) by Chairperson Rita Johnson.

II. INVOCATION led by Commissioner Donald Hawbaker.

III. PLEDGE TO FLAG led by Commissioner Bart Miller.

IV. PRESENTATIONS/PROCLAMATIONS

V. NEW BUSINESS:

1. Recognition of the Spalding County Employees who completed the 2015 Griffin Leadership Development Institute.

Tommy Jones, City of Griffin Fire Chief and Miles Neville, City of Griffin Human Resources Director attended the meeting to recognize six county employees who completed the 2015 Griffin Leadership Development Institute. They stated that this program is a twelve week commitment and that the individuals representing Spalding County were an outstanding group of individuals.

Plaques, certificates and golf shirts were presented to: Wanda Smallwood, Board of Elections, Willie Lyons, Fire Department, Dunston Milner, Fire Department, Richard Gray, Public Works, Randy King, Public Works, and Betty Browning, Tax Assessors.

2. Spalding County Public Works Department, Interim Public Works Director, Tim Crane, to provide an update on ongoing operations and new projects proposed in the upcoming year.

Mr. Crane thanked the Board for the opportunity to update the group on what is happening at Public Works and the plans he has for the future.

- Mr. Crane stated that the LMIG Project is underway and this is the first year the County has been able to utilize some of the milling and patching technology offered through E.R. Snell. He stated that E.R. Snell is moving very fast on the LMIG projects and once the roads are striped Public Works will the go out and level the shoulders and seed and mulch the right-of ways.
- Surplus Auction slated for January 10th with previews on Thursday and Friday from 8 a.m. to 4 p.m. The auction will be held at the Public Works yard and it will be a live auction.
- Public Works is in the process of cross training its staff. We have cross trained with Atlanta Gas Light and the Fire Department to be prepared as to what should be done should they hit a "live" gas line. He advised that Public Works does team up with other departments for cross training.
- We are part of the 811 program which is a program to call before you dig to reduce the rate of damaging gas lines or utilities.

- Training inmates has increased from a one day training course to a three day course to make sure they are safer when they have the equipment on the right-of-ways.
- Streamline Public works and going paperless. To date public works has eliminated 11 forms by utilizing Facility Dude and tablets. The Utility Permit Request form has been redesigned and a copy was given to the Board for review. You will note that on the bottom of the form we advise the contractors to call the Utility Protection Center prior to digging or boring.
- Mr. Crane advised that Public Works has gotten serious about where they purchase products utilized by their department. He stated that they have implemented buying locally. We are doing price comparison and we are keeping our local economy strong.
- Future plans include:
 - A move from 3 grass crews and 1 metro grass crews to 4 grass crews and 1 metro grass crew. He advised that they can implement this program with the same number of employees and this will enable them to operate more efficiently in covering the County.
 - Restructure of public works to provide a full time crew of motor graders on the east side of the County and on the west side of the County to take care of the dirt roads. These crews would be equipped with motor graders and side cutters, once the roads are side cut, the intention would be to spray the side of the roads from that point on in order to reduce or eliminate the growth of vegetation on the sides of the dirt roads.
 - Randy King and Scott Sullivan in our sign department have implemented a program which reduced the old inventory of signs to zero and now the County is able to produce a high quality sign that meets state standards at no cost to the County.
 - Public Works has implemented a testing program for individuals who are applying for positions to operate equipment. It doesn't matter if the individual is a new hire or transferring into a position, these operators are being tested on the equipment. This will insure that Public Works has quality operators and people who are qualified to operate the equipment.
- Mr. Crane stated that his mission to have a safe and productive department, to insure the safety of the public, employees and the inmates that work for this County. To be a good steward of the taxpayer's money and provide a service to the residents of this County in a professional, timely and safe manner. To take the Commissioners, County Managers, Employees and Citizens concerns seriously and to make changes where needed to accomplish this mission.

Commissioner Miller stated that he had been out to the roads that have been resurfaced and they are doing an excellent job. He also advised that by the County allowing E.R. Snell to do the milling we have a one year warranty on their work. Commissioner Miller then asked how many road scrapes the county owns.

Mr. Crane advised that the County currently has three road scrapes; however the equipment is old and breaks down frequently. Some of the road scrapes have reached the age that it is hard to find parts to fix them. He advised that he hope to be able to discuss leasing this equipment in the future. He stated that Pike County and the City of Griffin currently lease this equipment and asks that the County consider leasing this equipment. He further stated that the

money being spent to repair the current equipment could go toward the lease of newer and better equipment.

Commissioner Ray ask that Mr. Wilson get with Mr. Crane to research the cost of leasing this equipment.

VI. PRESENTATIONS OF FINANCIAL STATEMENTS – None.

VII. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

James Brooks, 1281 Rehoboth Church Road, Griffin, GA. Wanted to know why SPLOST funds are being utilized for purchase of fire trucks when we have a fire district tax.

William Wilson, County Manager, advised that Spalding County does have a Fire District tax with a 5 mill cap and these funds go to operate the Fire Department. The Board of Commissioners chose to purchase fire apparatus on the SPLOST to aid the Fire Department.

VIII. MINUTES -

1. Consider approval of minutes of the November 2, 2015 Spalding County Board of Commissioners Regular Meeting.

Motion/Second by Ray/Miller to approve the minutes of the November 2, 2015 Regular Meeting of the Spalding County Board of Commissioners. Motion carried unanimously by all.

IX. CONSENT AGENDA -

1. Consider on second reading an ordinance to amend Division II, Part I, Chapter 1, Section 1-1007, Subparagraph (c) Enforcement increasing penalty from \$500 to \$1,000.

**SPALDING COUNTY, GEORGIA
ORDINANCE NO. 2015-09**

AN ORDINANCE

TO AMEND DIVISION II, PART I, CHAPTER 1, SECTION 1-1007, SUBPARAGRAPH (c) – ENFORCEMENT; GENERAL PENALTY:

BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia as the governing authority of said County, as follows:

That the Code of Spalding County be amended in Part I (Introduction), Chapter 1 (Adoption of Code), Section 1-1007 (Enforcement: general penalty), Subparagraph (c) as follows:

By striking the phrase “five hundred dollars (\$500.00)” wherever it appears and inserting in lieu thereof a new phrase to read as follows: “one thousand dollars (\$1000.00).”

Approved on first reading this 2nd day of November, 2015.

Approved on second reading this 16th day of November, 2015.

Rita C. Johnson, Chairperson

William P. Wilson, Jr., County Clerk

Motion/Second by Ray/Hawbaker approve on second reading an ordinance to amend Division II, Part I, Chapter 1, Section 1-1007, Subparagraph (c) Enforcement increasing penalty from \$500 to \$1,000. Motion carried unanimously by all.

X. OLD BUSINESS -

1. Lift from the table Ordinance 2015-10 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (c) Sterilization Requirement.

Motion/Second by Hawbaker/Flowers-Taylor to lift from the table Ordinance 2015-10 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (c) Sterilization Requirement. Motion carried unanimously by all.

2. Consider approval on first reading an ordinance 2015-10 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (C) Sterilization Requirement.

William Wilson, County Manager, advised that this was tabled by the Board of Commissioners earlier this year and Commissioner Hawbaker had requested that the item be placed back on the agenda for consideration at this meeting.

Motion/Second by Hawbaker/Ray to approve on first reading an ordinance 2015-10 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (C) Sterilization Requirement.

Commissioner Flowers-Taylor stated that some citizens in the county are not financially able to have their dogs sterilized. She wanted to explore the possibility of being able to offer the community assistance in getting their animals sterilized one time a year.

Eric Mosley, Assistant County Manager, stated there are numerous occasions throughout the year when sterilization services are offered at the Animal Shelter at a low cost to the citizens. He further advised that there is a grant currently in place that will provide sterilization within a certain corridor of the County at no cost. Mr. Mosley stated that there are grants available to the County and to some of the other organizations that we work alongside that will allow us to provide our citizens with low cost spay and neuter services.

Mr. Mosley advised that enforcement of the Ordinance will be driven by complaints. Animal Control will not be going targeting animals enforcement of the ordinance.

Commissioner Ray stated that the ACCAB Board had requested that the ordinance be changed from a Mandatory Sterilization ordinance to a Sterilization requirement because there is no mechanism currently in place to educate the public on how this ordinance is designed to work. He stated that he has yet to see any type of plan and that is one part that should be vital to the passage of this Ordinance because this ordinance is going to affect all of the animal owners in the County. He added that ACCAB was supposed to present a plan on how they plan to educate the public regarding these two ordinances and he has yet to see any type of plan.

Commissioner Miller added that he would like for Mr. Mosley to check to see what kind of grants are available for this purpose.

Mr. Mosley advised that most of the grants that we apply for are very specific in nature. He further stated that earlier this year he had met with the Georgia and the National Humane Societies who offered up opportunities of grants that are available for this community. He further stated that if this ordinance is passed it could potentially show our commitment to this process.

Chairperson Johnson asked that this matter be added as an item to be discussed at the retreat in February, 2016.

Motion carried 4-1 (Ray).

3. Lift from the table an amendment 2015-08 to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 - Unaltered Animal Permit.

Motion/Second by Hawbaker/Flowers-Taylor to lift from the table an amendment 2015-08 to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 - Unaltered Animal Permit. Motion carried unanimously by all.

4. Consider for approval on first reading an amendment 2015-08 to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 - Unaltered Animal Permit.

Motion/Second by Hawbaker/Flowers-Taylor to approve on first reading an amendment 2015-08 to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 - Unaltered Animal Permit with an effective date of March 1, 2016.

Commissioner Flowers-Taylor stated that if a citizen wishes to keep their animal unaltered for health, breeding or other reasons they will be able to obtain a permit to do so. She further stated that this ordinance will also be complaint driven, the Animal Control officers will not be out patrolling the county for animals that are not fixed.

Commissioner Flowers-Taylor added that there had been discussion regarding a grace period to allow the community to become educated on the requirements of this ordinance. She stated that a grace period needs to be established and some type of education program developed for the citizens.

Mr. Mosley advised that there are programs available through the Humane Society and through the State and he feels that it would be sufficient for the County to adopt the programs that already exist.

Mr. Wilson suggested that both ordinances have an effective on March 1st of 2016 and the Board agreed to make the changes in the ordinance to have a March 1,2016 effective date.

Commissioner Ray stated for years this county has allowed pet owners a choice to either have their animals fixed or not to have them fixed and that he finds the practice of having to pay to own an unaltered animal as questionable and for that reason he will not vote for this ordinance.

Motion carried 4-1 (Ray).

XI. NEW BUSINESS -

1. Consider approval of new 2016 Alcohol License-Consumption on Premises for Justin Waffle on behalf of Sequoia Golf Peachtree, LLC d.b.a. Sun City Peachtree Golf Club located at 250 Dell Webb Blvd, Griffin, GA.
2. Consider approval of 2016 Alcohol Beverage License Renewals for Retail Sale of Beer and/or Wine for:
 - Aziz Ali d.b.a. Chevron Food Mart located at 3200 Highfalls Rd., Griffin, GA.
 - Suleman Sultan d.b.a. Prince Food Mart located at 3425 Jackson Rd., Griffin, GA.
 - Waseem A. Khan d.b.a. S & M Grocery located at 3244 Fayetteville Rd., Griffin, GA.
 - Akber Ali d.b.a. SuperFood located at 2529 Old Atlanta Rd., Griffin, GA.
 - Robert Fisher d.b.a. Tony's One Stop located at 4275 Hwy 19/41 South, Hampton, GA.
 - Ju Hwan Bae d.b.a. Triangle Amoco located at 3241 Jackson Rd., Griffin, GA.
 - Robert Fisher d.b.a. Zetella Express located at 4319 Newnan Rd., Griffin, GA.
 - Roma Desai d.b.a. Valero Food Mart located at 2995 N. Expressway, Griffin, GA
3. Consider approval of new 2016 Alcohol Beverage License for Retail Sale of Beer and Wine for Brian Joseph Nay on behalf of Racetrac Petroleum, Inc. d.b.a. Racetrac #182 located at 4200 N. Expressway, Griffin, GA.
4. Consider approval of 2016 Alcohol Beverage License renewals for Consumption on Premises for:
 - Jimmy R. Allen d.b.a. Big Jim's Wing Shack located at 1557B Williamson Rd., Griffin, GA.
 - Anthony L. Head d.b.a. Griffin Moose Lodge #1503 located at 1435 Zebulon Rd., Griffin, GA.
 - Justin Wynne d.b.a. Mama's Country Showcase located at 2700 N. Expressway, Griffin, GA.- Violation on 03/14/14, Guilty Plea on 10/01/14- \$1,000.00 First Offense- Paid on 12/29/14.
5. Consider approval of the 2016 Alcohol Beverage License Renewals for Retail Package Store Sales for:
 - Atulkumar Patel d.b.a. Carver Bottle Shop located at 1557D Williamson Rd., Griffin, GA.
 - Diand Suk Choi d.b.a. Sam's Package Store located at 1301 N. Hill St., Griffin, GA.
 - Sotetra Kong d.b.a. The Liquor Gate located at 1740 Zebulon Rd., Griffin, GA.

Motion/second by Flowers-Taylor/Ray to consider items 1-5 at one time. Motion carried unanimously by all.

Motion/second by Miller/Flowers-Taylor to approve the 2016 Alcohol Beverage License Renewal for items 1-5. Motion carried unanimously by all.

6. Consider approval of 2016 Alcohol License Renewal for Wholesale Dealers for Donnie Spence d.b.a. Jackson Beverages, LLC located at 915 S. Pinehill Rd., Griffin, GA.

Motion/Second by Flower-Taylor/Miller to approve the 2016 Alcohol License Renewal for Wholesale Dealers for Donnie Spence d.b.a. Jackson Beverages, LLC located at 915 S. Pinehill Rd., Griffin, GA. Motion carried unanimously by all.

7. Consider requesting local legislative delegation to introduce local legislation to make the position of Solicitor General in Spalding County a full time position effective January 1, 2017.

Motion/Second by Ray/Hawbaker to request the local legislative delegation to introduce local legislation to make the position of Solicitor General in Spalding County a full time position effective January 1, 2017.

Commissioner Flowers-Taylor express her concerns over the numbers provided as justification for this position. She advised that if the Court is billing out a certain number of dollars and only collecting a percentage of that amount, where is the remainder of the money.

Judge Esary, State Court Judge for Spalding County, stated that when the Judiciary issues a fine, the State of Georgia has what is called “add-ons” to that fine. The State is currently collecting money for 18 organizations through these “add-on” fees. Which includes retirement for the Sheriff, Clerk of Court, Indigent Defense and the Law Library fund are a few examples. The amount the County gets is the actual amount of the fine. We collect the entire amount the fine plus the “add-ons” and we then send that money to the Clerks Association for distribution. We get the total amount of the fine, we do not get the “add-ons”.

Commissioner Flowers-Taylor then asked what percentages of the fines levied are paid.

Judge Esary stated that many of the fines are paid on the date they are levied; however, some of the individuals are place on probation and payment of their fine is spread out over the length of their probation and in other cases individuals who are not financially able to pay the fine are allowed to complete community service in lieu of paying the fine.

Commissioner Flowers-Taylor asked how we can be assured that making this position full time will cover the additional expenses to the County that a full time position will involve.

Judge Esary stated that he feels sure with the additional cases that will be able to be moved through the Court system with a full time solicitor will more than pay for the salary; how much more it will generate he can't project. The other aspect to this is the cases will be heard in a timely manner.

Judge Esary advised that as of today we have 884 cases that have not even been arraigned, these cases have been delivered to the Solicitor, but they have not been arraigned. Of the cases that have been arraigned, we have 400 waiting on bench trials and there are 150 waiting on jury trials. He projects with within a year's time, the bench trials will be reduced to “next to nothing.” Moving these cases through the system in a timely manner is just as important as what this position will generate in fines.

Judge Esary added a full time Solicitor will add an efficiency to the system that we do not currently have as lawyers will be able to come in to talk with the Solicitor in between trial times to discuss cases. He then stated the example of DUI cases, there are usually videos made of these arrests, the attorney and the Solicitor will review the video and talk about the case, then the Solicitor can make a potential offer to the Attorney that can be presented to the client. Right now on the first day of jury trials the Solicitors Office is packed with attorneys because this is the first opportunity they have had to talk with him. This will be eliminated completely by a full time Solicitor.

Commissioner Miller then inquired as to what the salary for the full time Solicitor would be.

Judge Esary advised it would be approximately 90% of the Judge's salary

which would be \$126,564.00.

Motion carried unanimously by all.

8. Consider approval of contract with ICS for Inmate Phone and Commissary Services at the Spalding County Correctional Institute beginning March 1, 2016.

Carl Humphrey, Warden, stated that the CI currently has two contracts, one for inmate phone services that will be expiring in February of 2016 and one for inmate commissaries which will expire in September of 2016. The contract for inmate commissaries was with A&S Canteen and that contract was purchased by the Trinity Group in February of this year and their services have not been up to the standard received from A&S Canteen and do not meet the current expectations for service.

The decision was made to combine the two contracts and put them out to bid to allow more flexibility in dealing with the inmate funds. We received three acceptable bids and have decided on ICS Solutions out of Missouri. This company has a regional office out of Jacksonville, Florida.

We had established three goals when we published the bid: (1) to maintain low cost to vendors for making phone calls; (2) increase the commissions from the commissary and phone calls; (3) improve the technology utilized for the inmate commissary and the telephone system.

ICS Solutions will be bringing new technology to the CI at no cost to the County. They will be providing new technology that will significantly increase the efficient operation of our facility.

**INMATE TELEPHONE & COMMISSARY
SERVICES AGREEMENT**

This Inmate Telephone and Commissary Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), on behalf of itself and its affiliate Keefe Commissary Network, LLC, having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Spalding County, GA** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment, which has been estimated to be **3-1-2016** (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for two (2) years from the Cutover Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder and return such Equipment to ICS..
2. **Equipment.** This Agreement includes the provision of Equipment by ICS either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted. County shall not make alterations or

place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.

3. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
4. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
5. **Operation of Commissary.** ICS shall, or shall cause its affiliate to: i) download all inmate orders for commissary items; ii) bag, box, and ship such commissary items to the County for distribution to the inmates and iii) bill County monthly or more frequently for all such purchases. In addition, ICS shall, or shall cause its affiliate to, keep the computer systems updated with complete information as to commissary items available, pricing, and other terms and conditions of sale. Product selection and pricing will be agreed upon by the parties. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by County. Any price adjustments shall be made at least yearly on the contract anniversary date with prior approval of County.
6. **Deposit Services.** This agreement shall include ICS' affiliate KEEFE'S Access Corrections® Deposit Services. ICS will, or will cause its affiliate to, facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. County shall provide power and network connectivity for the kiosk. ICS will guarantee all deposits and ACH moneys to a designated County bank account nightly. No fees for this service will be borne by County.
7. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment at the Service Locations. Except as expressly provided hereunder, no Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls or commissary sales.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for telephone-related services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

8. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication and commissary services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit access by ICS to County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. At County's expense, provide personnel to operate the Equipment, account for inmate welfare funds and deliver completed commissary orders to inmates.
- i. Pay all invoices as and when due in accordance with their terms, subject only to any bona fide dispute regarding such invoices (commissary invoices shall be paid from the inmate trust account on a 'net 30 days' basis).
- j. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement, together with Exhibits A through D, constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. Risk of Loss. ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County or its employees.

12. Default. In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

13. Assignment. This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may subcontract any portion of its duties hereunder provided, however, it shall remain at

all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
16. **Law and Venue.** The domestic law of the State of Georgia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Spalding County of Georgia.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any non-conformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS.

Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INTIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software and the Keefe Commissary Network software in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the services hereunder are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the applicable software will expire and terminate. County

will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.

- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Spalding County Board of Commissioners

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):
Spalding County Board of Commissioners
119 East Solomon Street,
Griffin, GA 30223

Service Locations:

<u>Location Name</u>	<u>Address</u>
Spalding County Correctional Institution	295 Justice Blvd. Griffin, GA 30223

Equipment to be shipped to:

Spalding County Correctional Institution
295 Justice Blvd.
Griffin, GA 30223

Commissions to be paid to:

Spalding County Board of Commissioners
119 East Solomon Street
Griffin, GA 30223

Exhibit B – Equipment

Telephone Service-Related Equipment/Systems:

Centralized Enforcer® Call Processing, including:

- 48 x Inmate Telephones
- 1 x Cart Phone
- 1 x TDD\TTY units
- 2 x Administrative iPads
- 1 x Workstation & Printer
- Unlimited Enforcer User Licenses
- Interface to JMS platform
 - Automated Inmate ID\PIN\Location Updates
- Enforcer Investigative Suite
 - The Verifier – Biometric Inmate Identity Verification
 - Word Detective – Phonetic Word Search Technology
 - Data Detective – Data Mining & Link Analysis
- Enforcer IVR Suite
 - The Communicator – Inmate Request Portal
 - The Attendant – Informational IVR
- Interface to KCN Banking & Commissary
 - Automated DirectLink Trust debit calling
 - Over-the-Phone Commissary Ordering
- Inmate Voice Mail

Dell OP 7020, Intel i7-4790 3.6GHz, 16GB RAM, 1 TBHD, NIC (Windows 7 64-bit) *12/14	1
Dell PE T110 II, Intel Xeon E3-1220 3.1GHz, 16GB RAM, 4x500GBHD dual-port NIC (Server 2012) *12/14	1
Ethernet Cable - 15 ft. (Tripp Lite N002-015-BK - SHI 25714074) - *9/15	2
HP Laser Jet P3015DN - MICR Printer - (CE528A#ABA - SHI 20188986) - 3-year warranty *9/15	1
High-Yield MICR toner for HP P3015 - *9/15	1
USB Printer Cable 2.0 Type A to Type B Cable - 6.6 ft - *12/12	1
Inducomp - New Model Edge Kiosk - *9/14	6
Windows licensing for Edge Kiosk - *5/13	6
Network Switch for Power Over Ethernet Kiosks - *9/14	6
For MPLS, Cable/DSL, T1 - Startech 10/100/1000 media converter	16
IBM UDB Workgroup	1
IBM UDB Client (additional license)	1
Microsoft Office 2013 Pro (Word, Excel, Outlook)	1
AntiVirus Software (additional license)	2
Afaria License	2
Lobby Kiosk - Inducomp (updated 10/3/14)	1
Lobby Kiosk Log Me In IT Reach remote dial in software	1
Afaria License	1
Secure Release - card swipe (ID TECH IDMB-334133B - SHI 16790323) - *9/15	2

- Messages priced at \$1.00 per Message with 50/50 Revenue Share

Commissary Service-Related Equipment/Systems:

Note: The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Exhibit C – Call Rates

The following rates apply to calls from all Service Locations:

Collect Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16

Debit & Prepaid Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16
International	\$1.00	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees:

<i>Payment Processing Fee (Live agent).....</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR or Internet).....</i>	<i>\$3.00</i>
<i>Direct Billing Statement Fee.....</i>	<i>\$2.00</i>

Exhibit D – Commissions

Telephone Services:

ICS shall pay to County a Commission of 60% of the gross call revenue for all call types generated from County’s Service Locations. ICS shall also pay County 50% of any service fees collected for inmate voice mail. In addition, ICS shall make available to County a technology reimbursement fund in the amount of \$50,000, which County may draw upon as needed.

Commissary Services:

ICS shall pay to County a Commission of 41% of the adjusted gross sales (gross sales less non-commissioned items listed below) for all commissary sales from County's Service Locations. ICS shall also pay County one-time contract signing bonus of \$10,000 due promptly upon full execution hereof.

Noncommissioned Items

Stamped envelopes
Postage stamps
Indigent Kits
Admission Kits
On-site, special commissary item sales sold by County

Note: *Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.*

Motion/Second by Ray/Miller to approve a contract with ICS for Inmate Phone and Commissary Services at the Spalding County Correctional Institute beginning March 1, 2016. Motion carried unanimously by all.

9. Consider resolution requesting performance review of the Tax Assessor's Office by the Georgia Department of Revenue.

Mr. Wilson advised that Don Long, Chief Appraiser for Spalding County and Johnie McDaniel a member of the Board of Assessors for Spalding County are present should the Board have any questions.

Don Long stated that he feels that a performance review would be helpful. The Board of Assessors at their last meeting agreed that a performance review be requested.

Mr. Long stated that the Board and Staff have identified areas within the department of which they have concerns. The Revenue Department came in and did a review, like they do every three years for all the counties in the State of Georgia. That is not as in depth as a Performance Review would be. A Performance Review encompasses all of the areas, they look at Real Property, Personal Property, they look at conservation use, and exempt properties, and they will also review our costs schedules. The evaluation committee will have two Chief Appraisers from various counties a member of the Department of Revenue come in to talk with staff, review the system and they will present a plan of action to our office once their evaluation is complete.

Mr. Long advised that a Performance Review would benefit the Assessors' Office, the Board of Assessors, the County Commission and it will allow us to better serve the taxpayers and the citizens of Spalding County.

Johnie McDaniel, stated that he is a new member of the Board of Assessors and having spent some time on the Board of Equalization, they were a little surprised as some of the things they had seen. He added that this is not to cast dispersion on anyone previously employed by the Tax Assessors or Appraisers Office, but there a lot of things that need to be fixed. He added that the Board feels it is probably a better solution to have someone from the outside to come in, take a look at this situation and make recommendations for improvements within the Tax Assessors Office.

Motion/Second by GFT/Hawbaker approve the request for a resolution requesting performance review of the Tax Assessor's Office by the Georgia Department of Revenue.

Mr. Wilson stated that as Mr. Long mentioned "if we have staff". He wanted the Board to be aware that one of the things that could possibly come out of this Performance Review is that the Department of Revenue will probably come back and tell us that we need additional staff so we will be looking at that for future budget consideration.

RESOLUTION

WHEREAS, O.C.G.A. § 48-5-295.1 (a) provides that “[A] county governing authority may, upon adoption of a resolution, request that a performance review of the county board of tax assessors be conducted. Such resolution shall be transmitted to the commissioner [of the Georgia Department of Revenue] who shall appoint an independent performance review board within 30 days after receiving such resolution. The commissioner shall appoint three competent persons to serve as members of the performance review board, one of whom shall be an employee of the department and two of whom shall be chief appraisers, provided that neither chief appraiser shall be a chief appraiser for the county under review”; and

WHEREAS, O.C.G.A. § 48-5-295.1 (b) provides that “It shall be the duty of a performance review board to make a thorough and complete investigation of the county board of tax assessors with respect to all actions of the county board of tax assessors and appraisal staff regarding the technical competency of appraisal techniques and compliance with state law and regulations, including the Property Tax Appraisal Manual. The performance review board shall issue a written report of its findings to the commissioner and the county governing authority which shall include such evaluations, judgments, and recommendations as it deems appropriate. The county governing authority shall reimburse the members of the performance review board for reasonable expenses incurred in the performance of their duties, including mileage, meals, lodging, and costs of materials”; and

WHEREAS, the Board of Assessors and Office of Assessors for Spalding County has undergone significant leadership and other personnel change prior to February 2, 2015; and

WHEREAS, the Board of Commissioners believes that it would be in the best interest of the real property owners and taxpayers of Spalding County to request that a Review of the Spalding County Board and Office of Assessors be Performed as provided in O.C.G.A. § 48-5-295.1 (a) and (b); and

WHEREAS, the Board of Commissioners, as the County governing authority, recognizes that it shall be responsible for all reasonable expenses incurred in the performance of the duties of the Performance Review Board commissioned by the Commissioner; and

WHEREAS, the Board of Commissioners has, by motion duly made, seconded and passed on the ___ day of November, 2015, favorably acted upon this Resolution;

NOW, THEREFORE, BE IT RESOLVED, in accordance with the foregoing passage of said motion, that the County Clerk transmit a copy of this Resolution, certified to be true and correct, to the office of the Commissioner of the Georgia Department of Revenue as the request of the Board of Commissioners of Spalding County for the Commissioner to appoint, convene and commission a Performance Review Board for the reasons and the purposes set forth above.

Signed this ___ day of November, 2015.

Rita Johnson, Chairperson

William P. Wilson, Jr., Clerk

Motion carried unanimously by all.

10. Consider request of the Spalding County Sheriff's Department to allow the Sheriff's Junior Deputy Program to utilize 1005 Memorial Drive from November 16th - 21st for storage and distribution of fruit for their annual fruit box fundraiser.

Motion/Second by Ray/Miller to approve the request of the Spalding County Sheriff's Department to allow the Sheriff's Junior Deputy Program to utilize 1005 Memorial Drive from November 16th - 21st for storage and distribution of fruit for their annual fruit box fundraiser. Motion carried unanimously by all.

11. Consider approval of Intergovernmental Agreement with Butts County, Georgia.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into as of the ____ day of _____, 2015 (the "Effective Date") between Butts County, Georgia, acting by and through the Board of Commissioners of Butts County (the "Board of Commissioners"), and Spalding County Georgia, acting by and through the Board of Commissioners of Spalding County (the "Board of Commissioners").

WHEREAS, Article IX Section III, Paragraph I of the Georgia Constitution (the IGC Clause) authorizes Butts County and Spalding County to enter into an Intergovernmental Contract for the provision of services with each other for a period that does not exceed fifty (50) years for the joint or separate use of facilities or equipment to the extent that such contract deals with activities, services or facilities that Butts County and Spalding County are authorized by law to undertake or provide;

WHEREAS, certain property lies in both Butts County and Spalding County, and development on this property will have a significant economic impact on both counties;

WHEREAS, the Butts County Board of Commissioners and the Spalding County Board of Commissioners, both are authorized to issue building permits, agree there should be one designated agency with jurisdiction to issue permits, perform inspections, assess value for ad valorem tax purposes and collect taxes in the event a building is constructed that is situated on both sides of the border;

NOW THEREFORE, in consideration of the mutual benefits, the parties to this Agreement, the Butts County Board of Commissioners and the Spalding County Board of Commissioners, hereby agree to enter into this Agreement pursuant to the IGC Clause as follows:

- 1.) In the event of a building being constructed that is situated in both Butts and Spalding County, the county in which the front door is located, shall have the jurisdiction to conduct plan reviews, issue permits and conduct inspections as required. The jurisdiction in which the front door is not located shall have the opportunity to provide input during the plan review process.
- 2.) The revenue generated from the issuance of permits will be prorated and shared by the counties based on the square footage of the development in each county. The issuing county shall be responsible for remitting payment within 30 days of receipt of fees to the non-issuing county.
- 3.) Unless otherwise agreed to by both counties, the location of the front door will also determine which county has the jurisdiction to assess the project for ad valorem tax purposes and to collect the taxes based on the square footage of the development in each county and billed according to the current millage rate in each county with the collecting county remitting payment within 30 days of receipt of taxes to the non-collecting county.
- 4.) Unless otherwise agreed to by both counties, the provision of water and sewerage services to any building being constructed that is situated in both Butts and Spalding County shall be provided by the Butts County Water

and Sewer Authority and both counties agree to amend any Wastewater Management Plans, Water Sales contracts or any other agreements necessary to facilitate this service.

4. Counties' Representation and Warranties

Butts County and Spalding County each represent and warrant they are political subdivisions duly created and organized under the Constitution and laws of the State of Georgia (the "State"). Under the Constitution and laws of the State, the Counties are authorized to execute, deliver and perform their obligations under this Agreement. The Counties have duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of Butts County and Spalding County.

5. Further Acknowledgements

The Parties each acknowledge and agree to the following:

- a. This Agreement may be amended in writing from time to time as permitted by State law;
- b. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia;
- c. Should any phrase, clause, sentence, or paragraph of this Agreement be held Invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement;
- d. The parties shall comply with all applicable local, State, and federal statutes, ordinances, rules and regulations;
- e. No consent or waiver, expressed or implied by any party to this agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same; and
- f. This Agreement may be executed in several counterparts, each of which shall be an original of all of which shall constitute but one and same instrument.

The term of this Intergovernmental Agreement shall be 50 years from the date of execution.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused this Agreement to be executed as of the day and year first above written.

Executed this ____ day of _____ 2015.

BUTTS COUNTY
COUNTY

SPALDING

By: _____

BY: _____

Chairman, Board of Commissioners
Commissioners

Chairman, Board of

BY: _____

BY: _____

Clerk

Clerk

Motion/Second by Hawbaker/Miller to approve an Intergovernmental Agreement with Butts County, Georgia. Motion carried unanimously by all.

- 12. Consider approval of Resolution creating the Joint Development Authority of Butts County and Spalding County and approval of bylaws of said Joint Development Authority.

David Luckie, of the Development Authority, asked that this item be tabled to the December meeting or a special called meeting.

Motion/Second by Ray/Hawbaker to table the request for a Resolution creating the Joint Development Authority of Butts County and Spalding County and approval of Bylaws of said Joint Development Authority. Motion carried unanimously by all.

- 13. Consider Resolution declaring the results of the Election held on November 3, 2015 regarding the imposition of a one percent sales and use tax and the issuance of not to exceed \$8,880,000 General Obligation Sales Tax Bonds providing for notification to the District Attorney, and for other related purposes.

Jim Fortune, County Attorney, advised that the SPLOST passed and this is one of the formal steps that needs to be taken in order to move this process along.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
 SPALDING
 COUNTY, GEORGIA DECLARING THE RESULTS OF THE
 ELECTION
 HELD ON NOVEMBER 3, 2015 REGARDING THE IMPOSITION OF
 A ONE PERCENT SALES AND USE TAX AND THE ISSUANCE OF
 NOT TO EXCEED \$8,800,000 SPALDING COUNTY (GEORGIA)
 GENERAL OBLIGATION SALES TAX BONDS; PROVIDING FOR
 NOTIFICATION TO THE DISTRICT ATTORNEY;
 AND FOR OTHER RELATED PURPOSES

WHEREAS, the returns of a bond election held on the 3rd day of November, 2015 in Spalding County, Georgia (the "County"), as advertised by the notice of bond election, which together with an affidavit of the publisher of the newspaper in which said notice was published is attached hereto as Exhibit 1, and pursuant to a resolution adopted by the Board of Commissioners of the County on August 3, 2015, were duly brought up by the Election Managers of such election, and thereupon the several Managers of the Election who brought up the returns, in the presence of and together with the Spalding County Board of Elections, did consolidate the same and did declare the result of the election to be, as follows:

Non-Total number of votes cast by	<u>Absentee</u>	<u>Absentee</u>	<u>Total</u>
qualified voters of the County FOR			
the imposition of a special one percent			
sales and use tax in Spalding County			
and the issuance of not to exceed \$8,800,000			
Spalding County (Georgia) General			

Obligation Sales Tax Bonds in connection therewith	<u>1206</u>	<u>2022</u>	<u>3228</u>
-------------------------------------------------------	-------------	-------------	-------------

Non-Total number of votes cast by <u>Absentee</u> <u>Absentee</u> <u>Total</u> qualified voters of the County AGAINST the imposition of a special one percent sales and use tax in Spalding County and the issuance of not to exceed \$8,800,000 Spalding County (Georgia) General Obligation Sales Tax Bonds in connection therewith	<u>664</u>	<u>1449</u>	<u>2113</u>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	-------------	-------------

Total number of VOID votes	_____	_____	_____
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NOW THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA, and IT IS HEREBY RESOLVED by authority of the same, that such election resulted in favor of the imposition of such one percent sales and use tax on all sales and uses in the County and the issuance of not to exceed \$8,800,000 in aggregate principal amount of Spalding County (Georgia) General Obligation Sales Tax Bonds payable from the portion of such sales and use tax allocated to the County by an affirmative vote of a majority of the qualified voters voting in such election and that the imposition of such sales and use tax and the issuance of such bonds have been authorized as required by law.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that when such election results have been certified by the Spalding County Board of Elections, there shall be given to the District Attorney of the Griffin Judicial Circuit personal notice in writing that the election was held in Spalding County, Georgia, and that the result of said election was in favor of the imposition of a one percent sales and use tax in Spalding County and issuance of such Spalding County (Georgia) General Obligation Sales Tax Bonds and requesting him to take proper steps to initiate proceedings for the validation of such bonds, as required by law.

Adopted and approved this 16th day of November, 2015.

SPALDING COUNTY, GEORGIA

Chairman, Board of Commissioners

(SEAL)

Clerk, Board of Commissioners

Motion/Second by Ray/Hawbaker to approve a Resolution declaring the results of the Election held on November 3, 2015 regarding the imposition of a one percent sales and use tax and the issuance of not to exceed \$8,880,000 General Obligation Sales Tax Bonds providing for notification to the District Attorney, and for other related purposes. Motion carried unanimously by all.

14. Consider on first reading an ordinance to amend Division II, Part IX, Section 9-3112: Judicial proceedings.

Mr. Wilson advised that when the Board passed the Minimum Housing Ordinance earlier in the year that addressed the exterior violations of the code, it had all violations being heard in State Court. This amendment will move violations that Code Enforcement handles to Magistrate Court.

Motion/Second by Ray/Flowers-Taylor to approve on first reading an ordinance to amend Division II, Part IX, Section 9-3112: Judicial Proceedings. Motion carried unanimously by all.

15. Consider approval of Hospital Authority Grants for the year 2016.

Mr. Wilson advised that when the Hospital Authority makes grants to local governments or other entities those grants must be approved by the City and the County. The City has already approve the grants. The grants are: The Board of Health, \$15,000 for the flu shots and the Spalding County Senior Nutrition Program/Meals on Wheels for \$35,000. The City already has approved the grants and the County now needs to approve them so that the funds can be distributed by the Hospital Authority.

Motion/Second by Ray/Miller to approve the Hospital Authority Grants for the year 2016. Motion carried unanimously by all.

16. Set a date for a Public Hearing to establish as street lighting districts for Sun City Peachtree – Pods 37A and 38A.

Mr. Wilson stated that at the last meeting the Board accepted the streets in these two pods and it is recommended the public hearing be held during the Board of Commissioners Regular Meeting on December 7, 2015.

Motion/Second by Hawbaker/RR to set December 7, 2015 for a Public Hearing to establish street lighting districts for Sun City Peachtree – Pods 37A and 38A. Motion carried unanimously by all.

XII. REPORT OF COUNTY MANAGER

- ✓ We will not have a need for a Zoning Public Hearing in December 7th meeting. The December 21st meeting has been cancelled.
- ✓ The Walking Dead will be filming on Yamacraw Road between N. Walker's Mill and Chehaw Road on Wednesday, November 18. Yamacraw Road will be closed from 9:00 a.m. to 5:00 p.m. Notifications have been sent to people in the area who will be affected by this filming.
- ✓ Festival of Lights is scheduled for Tuesday, November 24th at Airport Road Park. He advised that the Chairperson would not be able to attend because she will be home in Kentucky for the holidays and asked Vice Chairman Miller if he would "flip the switch" on the event. Vice Chairman Miller said he would be glad to "flip the switch."
- ✓ Community Development has been working on the 2015 In Rem Properties. Each one of the properties have been inspected, posted as unsafe and the initial notices have been mailed:
 - 582 Hillview Road
 - 434 Lakeview Road
 - 140 Rivers Road
 - 225 Sandy Lane
 - 36 Bleachery Street
 - 48 Bleachery Street
 - 79 Elm Street
 - 2378 S. Walkers Mill Road
 - 129 Wild Plum Road

- 59 Fifth Street

- ✓ We have recently had correspondence with our local legislative delegation regarding the Hotel/Motel Tax increase to 8%. This request needs to be approved by the Senate and then it will move to the Governor for his signature. Mr. Wilson stated he has an email into Senator Harbin to make sure he is on top of this issue for this legislative session which will allow our hotel/motel tax to increase to 8%.
- ✓ Thanked Tim Crane for his presentation. They are doing a great job on the resurfacing and considering all of the rain we have had, they are doing a great job on all of the dirt roads as well.
- ✓ Spalding County Hazard Mitigation Plan, we have several meeting coming up, the next one will be on January 5th at 10 a.m. will be the next meeting, here in the Room 108 of the County Annex all of the meetings after the January 5th meeting will be at the County Extension Meeting Room.
- ✓ Nutrition Program Update we had our state inspection last week and everything passed with flying colors.
- ✓ Spalding County recognized at GRPA District Four meeting we received several awards.
- ✓ Staff meals at the CI have historically been \$3. Effective January 1 the entree two sides, a bread and beverage will remain \$3, but if you want a side salad, desert or any of the extras that have been available there will be an additional charge.
- ✓ This week is our biometric screening Tuesday, Wednesday and Thursday. Historically this screening has been done in March and April, it is moving to November every year to allow us to have a baseline so that we will be able to get insurance premium notifications before the budget consideration instead of in the middle or latter part of establishing the budget.
- ✓ T.J. Imberger and the Cooperative extension has been working with the Georgia Beekeepers Association to host their Conference at the Senior Center in February 2016, we hope to be selected as the venue.
- ✓ We are working with the City of Griffin on a 2016 Vendor Registration Expo & Reverse Tradeshow it will be held at the Griffin Welcome Center on January 28, 2016 from 9 a.m. to 4 p.m.
- ✓ Historically the County has not advertised with a public notice our vacancies for members whose appointments are due to expire on our appointment list. He advised that he had saw an ad recently where the City of Griffin had advertised openings and encouraged anyone who wished to apply for these positions to do so. We have generated a Public Notice to advertise all of the vacancies we will have at the end of this year. We currently have approximately 16 appointments for 2016. With the Board's permission we would like to advertise these openings and have a form on the website that people can fill in and submit if they wish to serve on one of the boards or committees. Consensus of the Board was to advertise appointments.
- ✓ We will be closed next Thursday and Friday for the Thanksgiving Holidays.

XIII. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker

- He wanted to thank Officer Green and Code Enforcement for the work that he has done the past few days addressing the situation on Springdale. He stated he appreciated his attention and stated that he and Michael Heath do a great job for the County.
- He would like to encourage Code Enforcement to continue in their efforts to clean up the signs on the North Expressway/19-41.
- During the past week he met Lew Hunnicutt the new Asst. Provost and new Campus Director at UGA Griffin Campus. He is a very interesting and dynamic individual and he is looking forward to his implementing and taking action on items that will move UGA forward.

- Wanted to thank Public Works, Tim Crane, who has been extremely responsive in taking care of all the roads and wash outs that have been occurring with all of the rain.
- He was at the new Griffin Spalding Athletic Hall of Fame next door to Parks and Recreation. It is a neat set up and he encourages everyone to visit. It is his understanding that they weren't able to put out everything that they have, but what they do have on display is very impressive.
- As far as the Resolution for Performance Review it is a step in the progression of one of the reasons he is setting here tonight. The mass appraisal that was rolled out in 2012 there was a number of residences in the district he represents were effected and it lead to a tremendous number of appeals and legitimate concerns regarding the equity and the uniformity with which values have been attributed especially in the community where he resides.

He wanted to thank Mr. Dave Graves and his wife, Sandy, for their analysis of properties around the county as well as within the community for highlighting some of the inequities lack of uniformity. He added that recently Bill Humphrey also performed an analysis and it is hard to understand how values have been applied not only to residences inside of Sun City Peachtree, but to other parts of the County.

He hopes that the Performance Review panel that we have asked to be commissioned tonight will take a look at what Mr. Graves and Mr. Humphrey have come up with in addition to the other matters that have been highlighted by our Chief Appraiser, Mr. Long and that is within the scope of the Resolution.

- With regard to the SPLOST, in 2014 the SPLOST lost by 75 votes, but on November 3rd it passed 60% to 40%. He feels that the voters spoke very decisively. Wanted to thank William Wilson and Eric Mosley for their tireless work in making numerous public presentations on the information regarding the ballot items. He wanted to thank Kenny Smith, City of Griffin, City Manager, for his participation in many of those presentations as well as the numerous separate presentations that he, alone, made. Many thanks to Daa'ood Amin for chairing the 2015 SPLOST Committee and for his tireless work in advocating the merits of the SPLOST to numerous civic, charitable, church and non-profit groups. He also wanted to thank the other participants on the 2015 SPLOST Committee. He thanked the Griffin Daily News for printing a number of informative, factual and neutral articles about many of the SPLOST items. Last, he wanted to thank the folks who didn't vote and left the decision to a group of responsible adults who did vote. Mostly, he wanted to thank the voters of Spalding County who participated and especially those who voted to move the County forward by voting yes.

Commissioner Gwen Flowers-Taylor stated that on election night she was so happy that she called the local radio station to tell them that she wanted to congratulate the SPLOST Chairman Daa'ood Amin for educating the community. When I called, they put me on hold and when they came back on the phone they said that they had Commissioner Cora Flowers on the phone, so she did not get to congratulate Daa'ood at that time, but she did want to extend her congratulations to him tonight on a hard fought victory. She stated that she knew how hard he worked as well as William and Eric and she wanted to say thank you.

Commissioner Raymond Ray congratulations to the SPLOST committee everyone did a great job. He wanted to compliment Tim Crane on his presentation this evening and asked that Mr. Wilson look at the possibility of leasing equipment that Mr. Crane mentioned during his presentation.

Commissioner Ray stated that if you haven't been to the Festival of Lights, he would recommend that you go. It is quite an event, even when it is raining. They have snow made out of bubbles, they have face painting, the kids really enjoy it and it is worth your time to go out there and watch the kids.

Commissioner Ray wanted to send his thanks to the Warden and the staff at the CI for their invitation to attend their function last Friday.

Commissioner Bart Miller wanted to "ditto" what Commissioner Hawbaker said regarding the SPLOST and citizens not voting. He requested that items for the SPLOST be put in some type of order in case the money does not materialize he would like to know what projects will be considered.

Commissioner Miller stated that he feels the storm water charge on the new airport should be waived. The City of Griffin will be receiving proceeds on sewerage, storm water, lights and other utilities and the County will be losing the tax revenue off that property.

Chairperson Rita Johnson said that she would like to "ditto" what has been said here this evening. She thanked Tim Crane and his group for their update on Public Works and for all of their hard work on the road. She thanked Daa'ood Amin for his hard work toward getting the SPLOST passed as well as William and Eric and everyone else who were on those committees.

Chairperson Johnson wanted to wish a Happy Veterans Day to Commissioner Miller, Commissioner Ray and Commissioner Flowers-Taylor. Additionally, she would like to extend her condolences to the people of France for the tragedy that occurred there on Friday.

William Wilson then announced that former County Commissioner Chipper Gardner's father passed away. His father, Howard Gardner, who was a long time member of the Henry County Water Authority and served as Chairman for 25 years. His funeral will be tomorrow in McDonough.

XIV. CLOSED SESSION – None.

XV. ADJOURNMENT

***Motion/Second by Miller/Ray to adjourn the meeting at 7:58 p.m.
Motion carried unanimously by all.***

/s/ _____
Rita Johnson, Chairperson

/s/ _____
William P. Wilson, Jr., Clerk