



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JANUARY 27, 2020, 8:30 a.m.
REGULAR SESSION, TUESDAY, JANUARY 28, 2020, 5:30 p.m.
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Minutes For Approval**
 - a. January 13, 2020, Work Session & January 14, 2020, Regular Session
Recommended Action: Approve
Documents:
- 5. Appointment**
 - a. Valdosta Lowndes Development Authority
Recommended Action: Board's pleasure
Documents:
- 6. For Consideration**
 - a. 2020 Statewide Mutual Aid Agreement
Recommended Action: Approve
Documents:
 - b. Quit Claim Deed for White Water Road Right of Way
Recommended Action: Board's pleasure
Documents:
- 7. Reports - County Manager**
- 8. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta Lowndes Development Authority

Work Session/Regular Session

DATE OF MEETING: January 28, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: Terri Lupo's term on the Valdosta Lowndes Development Authority expired. Mrs. Lupo is interested in being reappointed.

OPTIONS: 1. Appoint/reappoint a member
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2020 Statewide Mutual Aid Agreement

Work Session/Regular Session

DATE OF MEETING: January 28, 2020

BUDGET IMPACT: No Budget Impact

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of 2020 Statewide Mutual Aid Agreement

HISTORY, FACTS AND ISSUES: In 2016, Lowndes County entered into a statewide mutual aid agreement with the Georgia Emergency Management Agency (GEMA) and each of the other 158 counties in Georgia. This previous agreement was to remain in effect for a 4 year period and expires on March 1, 2020. GEMA has provided an updated mutual aid agreement with similar terms. This agreement serves as the formal framework which allows Lowndes County to provide assistance to other local governments when requested. Since it is a reciprocal agreement it also provides Lowndes County with the mechanism to request assistance in the case of a situation that overwhelms local resources or requires resources that the County does not otherwise have available. It also establishes GEMA as the State's coordinating entity for mutual aid resources. Just as with the previous agreement, this agreement includes two attachments for the purpose of designating officials that are authorized to request outside resources on behalf of the county as well as identifying those individuals authorized to make purchases or obligate the county to provide reimbursement for resources requested.

- OPTIONS: 1. Approve the agreement including the list of designated officials and authorize the Chairman to sign the agreement.
2. Board's pleasure.

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Lowndes County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Bill Slaughter

Chief Executive Officer – Print Name

County/Municipality: Lowndes

Date: January 28, 2020

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____ / _____ / _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for Lowndes County, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above- named county/municipality:

Joseph Pritchard

County Manager

Print Name

Job Title/Position

Signature of Above Individual

Ashley Tye

Emergency Management Director

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Date: January 28, 2020

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for Lowndes County for the purpose of reimbursement sought for mutual aid:

Stephanie Black

Finance Director

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: January 28, 2020

Chief Executive Officer – Print Name

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Quit Claim Deed for White Water Road Right of Way

Work Session/Regular Session

DATE OF MEETING: January 28, 2020

BUDGET IMPACT: N/A

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Quit Claim Deed for White Water Road right of way

HISTORY, FACTS AND ISSUES: This item is intended to correct a Right of Way Deed that was signed in error in the mid 1980s. The Quit Claim Deed will clean up the right of way located on White Water Road at Bent Tree Drive.

OPTIONS: 1. Authorize the Chairman to sign the Quit Claim Deed
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**QUIT-CLAIM DEED
GEORGIA, LOWNDES COUNTY**

THIS INDENTURE made this 7th day of January, 2020, between Housen Hatthcock & Kim Hatthcock of Lowndes County, of the first part and THE LOWNDES COUNTY Board of Commissioners, a political subdivision of the State of Georgia of the State Georgia, of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by these presents does remise, release and forever quit-claim unto the said party Y/lies of the second part, its successors heirs and assigns, the following property, to-wit:

All that tract or parcel of land lying, situate and being in Land Lot 27 of the 16th Land District of Lowndes County, Georgia, and being more particularly described as follows:

Beginning at an iron pin placed at the intersection of the Southern Right of Way of Bent Tree Drive with the Western Right of Way of Whitewater Road said point is situated 30 feet from the centerline of Bent Tree Drive and 40 feet from the centerline of Whitewater Road and is the *** POINT OF BEGINNING ***; thence with a curve turning to the right with an arc length of 21.01', with a radius of 20.00', with a chord bearing of S 08°00'03" E, with a chord length of 20.06', to a point located on the former 60 foot Right of Way of Whitewater Road said point is located 30 feet from the current centerline of Whitewater Road; thence S 22°02'54" W a distance of 162.38' to a point located on the former Right of Way of Whitewater Road said point being the point of curvature; thence with a curve turning to the right with an arc length of 85.59', with a radius of 1945.34', with a chord bearing of S 20°47'17" W, with a chord length of 85.58' to a point located on the former Right of Way of Whitewater Road, thence N 83°07'54" W a distance of 10.96' to a 5/8" iron pin placed with a cap #3015 on the Southern property line of property now or formerly owned by Housen Hatthcock & Kim Hatthcock, said point being located on the current 80 foot Right of Way of Whitewater Road; thence N 21°45'37" E a distance of 268.18' back to the *** POINT OF BEGINNING ***. Said tract contains 2,560.1 Square Feet or 0.06 Acres.

Said property lying in a strip between the former 60 foot Right of Way of Whitewater Road and the current 80 foot Right of Way of Whitewater Road and being a portion of that property previously deeded to Lowndes County by J.C. Cowart and Cathy Burgess and described in Deed Book 624 at Page 235.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behalf of The Lowndes County Board of Commissioners, the said party of the second part, in fee-simple; and the said party of the first part, its successors and assigns, the said bargained premises unto the said party of the second part, against the said party of the first part, its successors and assigns, and all persons whatsoever, shall and will warrant and forever defend virtue of these presents

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed for it and on its behalf by its Chairman of Board of Commissioners and to be attested by its clerk and its corporate seal to be hereunto affixed, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

LOWNDES COUNTY

(SEAL)

BY

Chairman, Board of Commissioners

Attest:

Clerk

Notary Public