



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, JULY 13, 2020, 8:30 A.M.  
REGULAR SESSION, TUESDAY, JULY 14, 2020, 5:30 P.M.  
327 N. Ashley Street - 2nd Floor

To comply with the guidelines of the Center for Disease Control (CDC) in regard to the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are required for all meeting participants.

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Minutes For Approval**

- a. Work Session - June 22, 2020 & Regular Session - June 23, 2020

Recommended Action: Approve

Documents:

**5. Appointments**

- a. Lowndes County Division of Family and Children Services Board

Recommended Action: Board's pleasure

Documents:

**6. Public Hearing**

- a. Rezoning Case REZ-2020-06 Cedric Solomon, GA Hwy 135, E-A to R-1, Well and Septic, (District 1 and 4)

Recommended Action: Deny

Documents:

**7. For Consideration**

- a. Adoption of Fiscal Year 2021 Budget

Recommended Action: Board's pleasure

Documents:

- b. Beer, wine, and liquor license - Saumil Patel and Shiv Patel of Lake Park Liquor, LLC. DBA. Smitty's Liquor - 1265 Lakes Blvd, Lake Park, GA

Recommended Action: Approve

Documents:

- c. Beer and wine license - Mayank Pandya of Lake Park Food Mart, LLC DBA Lake Park Food Mart - 7215 Lakes Blvd, Lake Park, GA  
Recommended Action: Approve  
Documents:
- d. Fiber Optic to Lowndes EOC  
Recommended Action: Board's pleasure  
Documents:
- e. Judicial System Software Purchase  
Recommended Action: Approve  
Documents:
- f. Approval of Clyattstone Rd.-Simpson Ln. ROW and Easement Purchases (Parcels 26 and 34)  
Recommended Action: Approve  
Documents:
- g. Amendment to TPO Agreement FY2021 - Transit  
Recommended Action: Option 1  
Documents:
- h. Acceptance of FY 2021 Juvenile Justice Incentive Grant  
Recommended Action: Approve  
Documents:
- i. GEFA Loan Application  
Recommended Action: Approve  
Documents:
- j. Annual Contract Renewal for Mosquito Identification and Testing  
Recommended Action: Board's pleasure  
Documents:
- k. Office of the Governor Criminal Justice Coordinating Council Accountability Court Lowndes County DUI Court- State Court  
Recommended Action: Approve  
Documents:

**8. Reports - County Manager**

**9. Citizens Wishing To Be Heard - Please State Your Name and Address**

**10. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Division of Family and Children Services Board

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

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HISTORY, FACTS AND ISSUES: Rebecca Powell's term on the Lowndes County Division of Family and Children Services Board has expired. Mrs. Powell would like to be reappointed to another five year term. Ms. Rhonda Harraghy has also expressed interest in being appointed to the board.

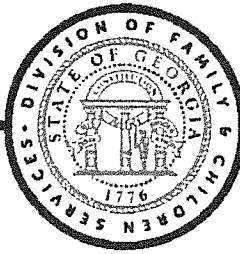
OPTIONS: 1. Appoint/reappoint a member.  
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



February 28, 2020

Mr. Bill Slaughter, Chairman  
Lowndes County Commissioners  
PO Box 1349  
Valdosta, GA 31603

Dear Mr. Slaughter:

This is to advise that the term of Rebecca Powell, who is a member of the Lowndes County Department of Family and Children Services Board, expires on 6/30/2020. Mrs. Powell has expressed a willingness to serve another term; she has been an active member of our board since 10/2017 when she was appointed to finish out a term for a previous board member. Mrs. Powell's knowledge and support of the agency are a tremendous asset. She has been a dedicated member to the Board and is willing to continue to serve. I request that she be re-appointed for another five-year term.

If you choose to appoint Mrs. Powell to another term, please send me notification to the above address. If you choose not to reappoint Mrs. Powell, the law requires that the County Commission appoint a successor. DHS supports consideration of a representation from a cross section of the local community. This can serve to strengthen the impact of the public assistance and social services to residents of our county.

If I can be of any help, please do not hesitate to contact me.

Sincerely,

Gail Finley,  
County Director

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #69

Date Submitted: 1/26/2020

Date:

1/26/2020

Board/Agency Applying For:

Lowndes County Division of Family and Children Services Board

Last Name

Harraghy

First Name

Rhonda

Street Address

City/State/Zip

Phone Number

Email Address

Occupation

Retired Registered Nurse

Professional Experience

Registered Nurse, Court Appointed Special Advocate - Alapaha Judicial Circuit Court

Knowledge & Skills

Professional background as a Registered Nurse, child development training

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Called to Care - Lowndes and Echols Counties

**Extra Activities & Community Organizations**

Called to Care, Living Bridges Ministries

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Rezoning Case REZ-2020-06 Cedric Solomon, GA Hwy 135, E-A  
to R-1, Well and Septic, (District 1 and 4)

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Rezoning Case REZ-2020-06 Cedric Solomon, GA Hwy 135, E-A to R-1, Well  
and Septic, (District 1 and 4)

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HISTORY, FACTS AND ISSUES:

In March of 2020, five parcels were reconfigured and subdivided as part of an estate settlement into various size lots at a minimum of 5 acres to comply with the current E-A (Estate Agricultural) zoning. This request is for a change in zoning from E-A to R-1 (Low Density Residential) and an additional subdivision of the property into three ~1.7-acre lots. The general motivation per the applicant's letter of intent is to place "a mobile home on each property" and "up to two per plot" on the property. The Agriculture/Forestry/Conservation Character Area that this property is located within encourages that "the rural character should be maintained by strictly limiting new development and protecting farmland and open space by maintaining large lot sizes and promoting use of conservation easements. Residential subdivisions should be severely limited and any minor exceptions should be required to follow a rural cluster zoning or conservation subdivision design." A change to R-1 zoning would create an island, or spot zoning, within the Character Area, and be inconsistent with the Comprehensive Plan's recommended development strategies.

The subject property possesses 210' of road frontage on GA Hwy 135, a GDOT-maintained major collector road. Per Chapter 8 of GDOT's Regulations for Driveway and Encroachment Control manual, "Individual drives shall not be approved for newly subdivided lots of less than 5 acres. Subdivision streets or shared drives shall be used to provide access to smaller lots or subdivided properties." A shared driveway between the proposed lots is discouraged from a Planning standpoint to decrease the possibility of a land use dispute should any of the three new lots be resold outside of the proposed family residences.

At the June regular GLPC meeting, the Planning Commissioners recommended for denial of the request by a 9-0 Vote. During the public hearing portion, two citizens spoke against the request. Their concerns centered on increased density, the rural character of the area, and a change in the regulations (adoption of the ULDC)

that resulted in the appearance of unequal requirements for building on family land.

Staff finds the request inconsistent with the Comprehensive Plan Character Area and Future Land Use Development Map, as further subdivision of the property will result in spot zoning that increases the population density, affecting the rural character of the area and impacting the traffic and safety on the state route.

OPTIONS: 1) Deny  
2) Board's Pleasure

RECOMMENDED ACTION: Deny

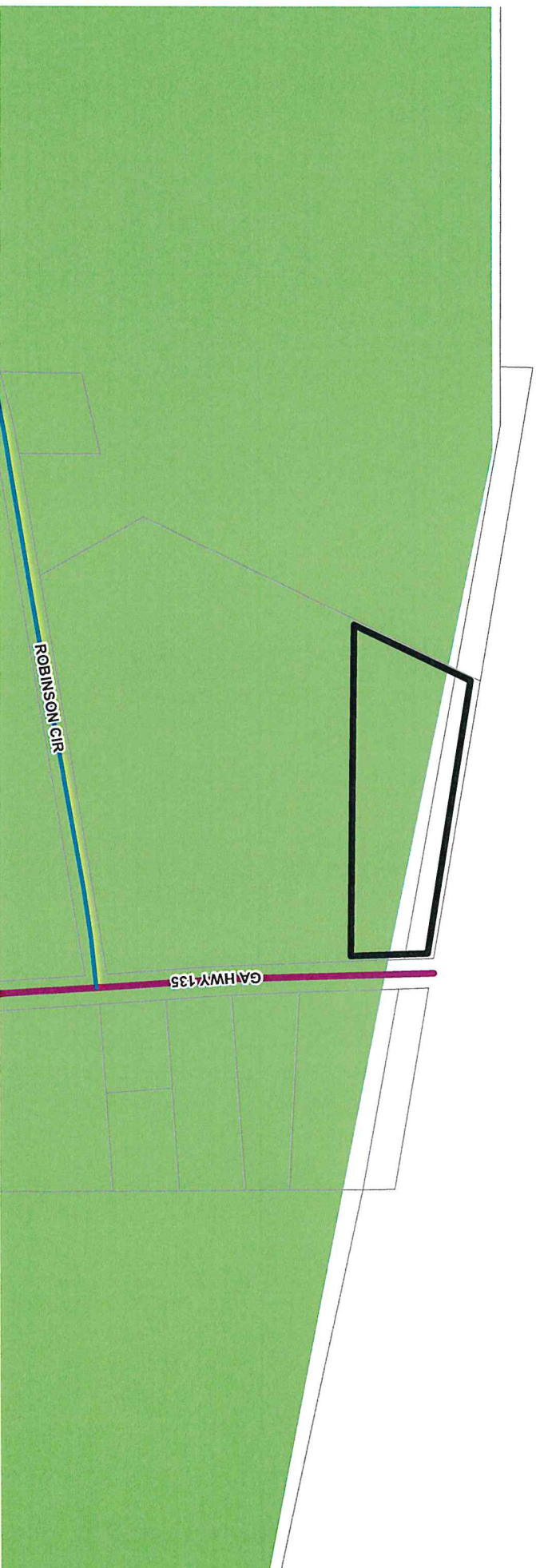
DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## CEDRIC SOLOMON Rezoning Request



- Roads**
- Functional Classification**
- 1, INTERSTATE
  - 3, OTHER PRINCIPAL ARTERIAL
  - 4, MINOR ARTERIAL
  - 5, MAJOR COLLECTOR
  - 6, MINOR COLLECTOR
  - 7, LOCAL
- Urban Service Area**
- City Limits
  - Parcels
  - Open Water
- Railroads**
- Moody Activity Zone
  - Mill Town
  - Linear Greenpace/Trails
  - Institutional Activity Center
  - Industrial Area
  - Industrial Activity Center
  - Established Residential
  - Downtown
  - Community Activity Center
  - Agriculture / Forestry
  - Neighborhood Activity Center
  - Park/Recreation/Conservation
  - Public / Institutional
  - Regional Activity Center
  - Remerton Neighborhood Village
  - Rural Activity Center
  - Rural Residential
  - Suburban Area
  - Transitional Neighborhood
  - Transportation/Communication/Utilities



# REZ-2020-06

# WRPDO Site Map

## Legend

- Roads
- Railroads
- Park
- Crashzone
- Crashzone West
- Urban Service Area
- Open Water
- Valdosta Airport
- Wetlands
- 100 Yr Flood
- Hydrology
- Drastic
- Recharge Areas
- Parcels

## CEDRIC SOLOMON Rezoning Request



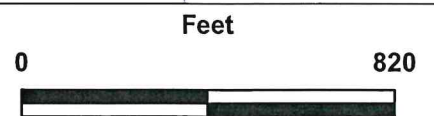
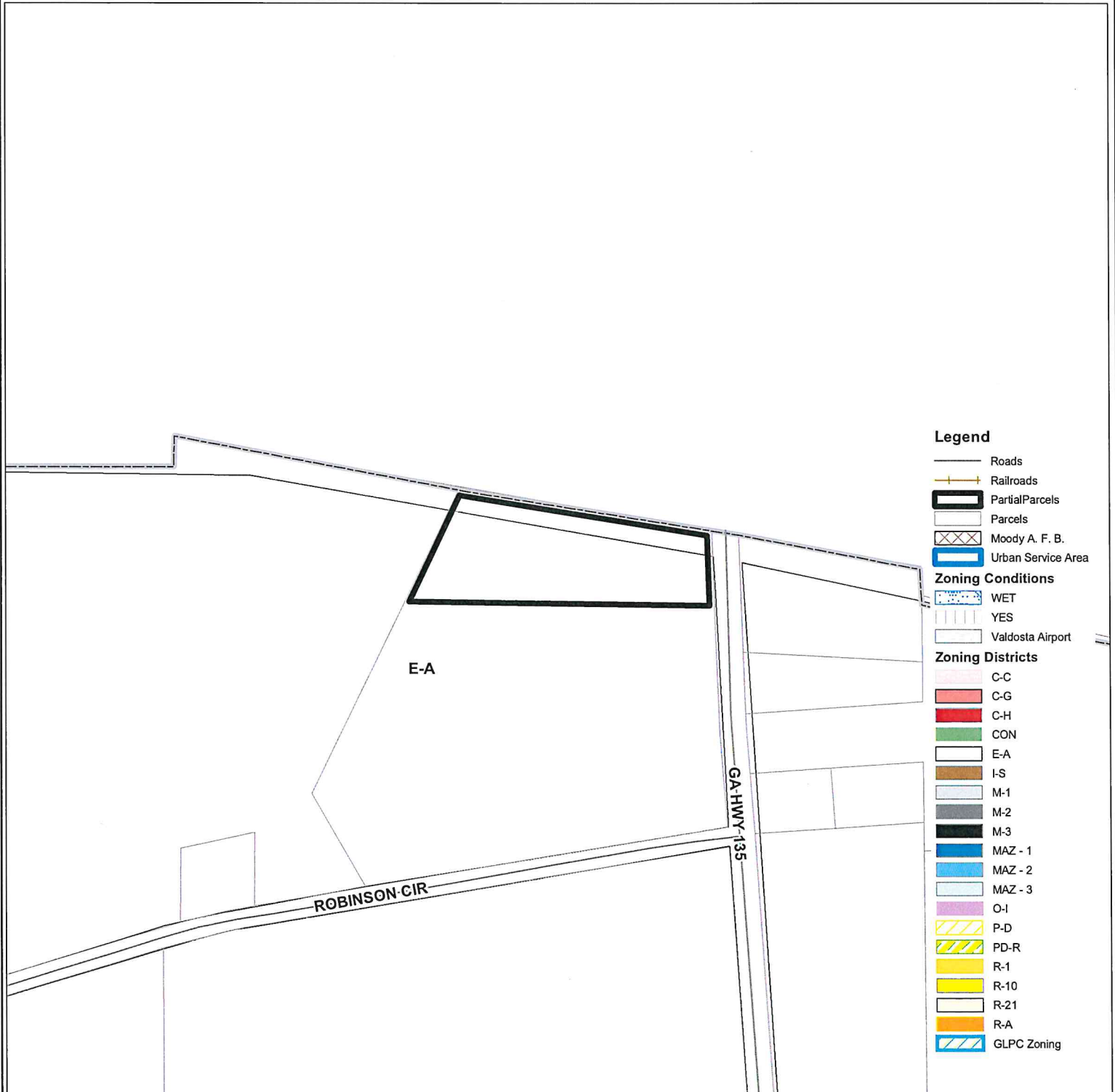


# REZ-2020-06

# Zoning Location Map

**CEDRIC SOLOMON**  
Rezoning Request

**CURRENT ZONING: E-A**  
**PROPOSED ZONING: R-1**



**Sharon Griffith**

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**From:** Molly Stevenson  
**Sent:** Monday, June 8, 2020 8:51 AM  
**To:** Sharon Griffith  
**Subject:** Solomon Letter of Intent

Good afternoon,

We are asking for rezoning so we can put a mobile home on each property. We are also thinking long term if we need 2 put 2 out there at the most per plot the rezoning has to be done. I hope this helps.. 229 232 9229

----- Forwarded message -----

**From:** **Barbara Herring** <[bherring@sesurveying.com](mailto:bherring@sesurveying.com)>  
**Date:** Fri, May 22, 2020, 2:52 PM  
**Subject:** Rezoning Application  
**To:** <[solomon64844@gmail.com](mailto:solomon64844@gmail.com)>

Molly at the County would you to send them a letter telling them the reason you are asking for rezoning. Mostly, because if you were dividing between immediate family it could have been done with a family tie division and would not have required a rezoning. They need to explain to the Board members what you are planning to do with the 3 lots.

Send the letter to the Lowndes County Board of Commissioners.

You can e-mail it to both Molly and Trinni

[tarniot@lowndescounty.com](mailto:tarniot@lowndescounty.com)

[mstevenson@lowndescounty.com](mailto:mstevenson@lowndescounty.com)

L.L. 374

LANIER COUNTY

LOWNDES COUNTY

L.L. 375

5" CMF

TRACT 1

5.099 ACRES

1A  
1.700 AC.

1B  
1.700 AC.

1C  
1.699 AC.

TRACT 2

1/8 S

1/8 S

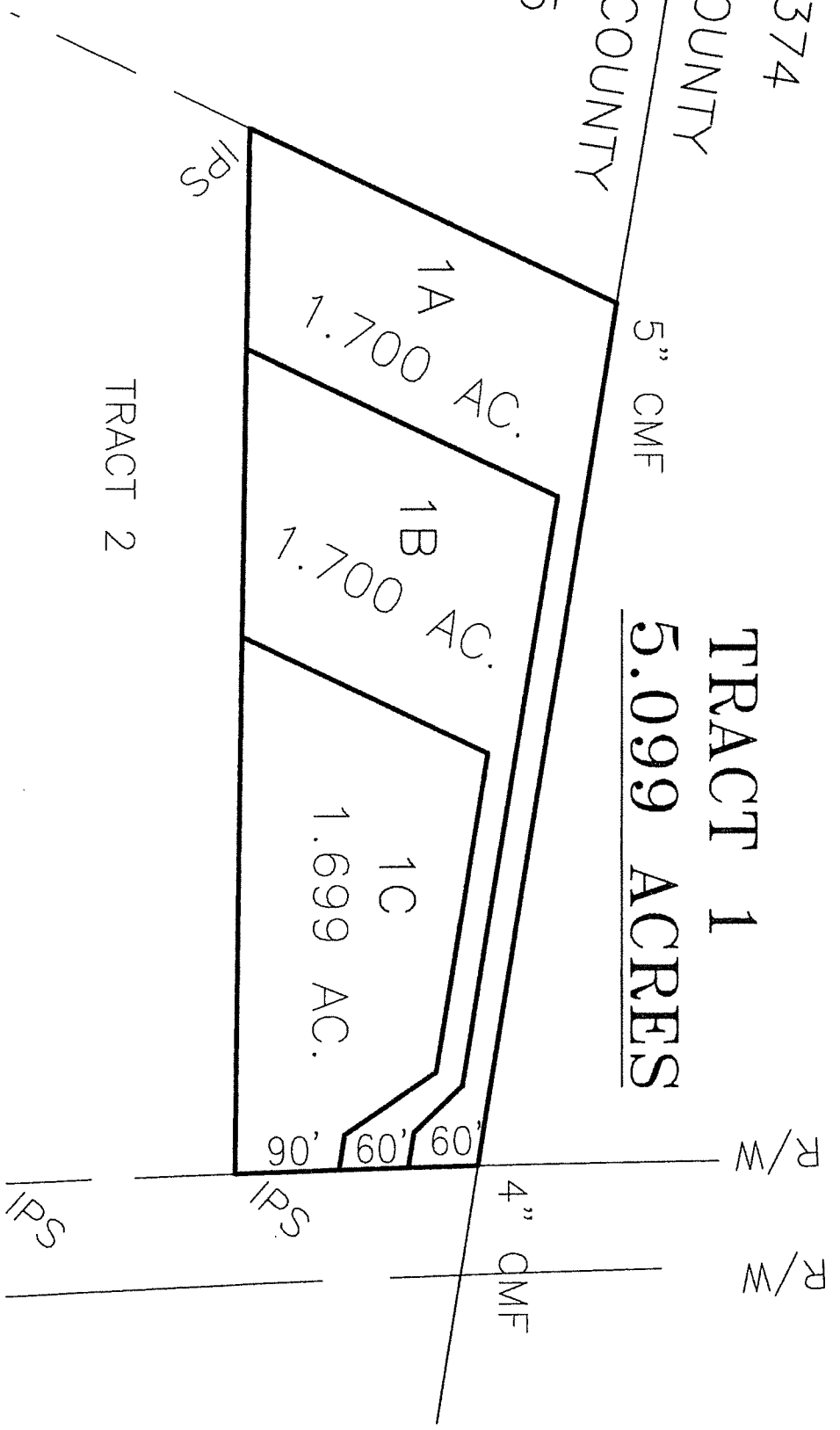
1/8 S

R/W

R/W

4" CMF

09', 09', 06'



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Fiscal Year 2021 Budget

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Adoption of Fiscal Year 2021 Budget

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HISTORY, FACTS AND ISSUES: Following the public hearing held on July 7, 2020, the Fiscal Year 2020-2021 budget is submitted for adoption by the Board of Commissioners. This budget will become effective July 1, 2020.

OPTIONS: Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer, wine, and liquor license - Saumil Patel and Shiv Patel of Lake Park Liquor, LLC. DBA. Smitty's Liquor - 1265 Lakes Blvd, Lake Park, GA

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

( ) Annual

( ) Capital

(X) N/A

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: Beer, wine and liquor license - Saumil Patel and Shiv Patel of Lake Park Liquor, LLC. DBA. Smitty's Liquor - 1265 Lakes Blvd, Lake Park, GA

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HISTORY, FACTS AND ISSUES: Saumil Patel and Shiv Patel of Lake Park Liquor, LLC. DBA. Smitty's Liquor - 1265 Lakes Blvd, Lake Park, GA, is requesting a license for the sale of beer, wine and liquor for consumption off premises. This is due to a change of ownership. The ordinance and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer, wine and Liquor license  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division**

***Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.***

**1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):**

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.



2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

LAKE PARK LIQUOR LLC - SAUMIL PATEL / Shiv Patel

3. Applicant's Business or Trade Name (if different than official legal name):

Smitty's LIQUOR

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

Franks Market

Southside liquor

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

SAUMIL PATEL

6. Street Address of establishment for which license is sought:

1265 LAKES BLVD

LAKE PARK, GA 31636

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Liquor package store off premise

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: 905 Lakes Blvd, Lake Park GA 31636 FRANCIS Lake AME Church

School, college or other educational facility or grounds: LAKE PARK Elementary

604 W Marion Ave, Lake Park GA 31636

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

\_\_\_\_\_  
\_\_\_\_\_

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

\_\_\_\_\_  
\_\_\_\_\_

12. Type of Legal Entity applying for license:  Individual  Partnership  
 Joint Venture  Corporation  
 Firm  Association  
 Limited Liability Company (LLC)  
 Other: \_\_\_\_\_

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

SAUMIL PATEL  
Member Name

\_\_\_\_\_  
Address

SHIV PATEL  
Member Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

NA  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES [ ] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Business purchased from unrelated party.

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17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  
 YES [ ] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D)  YES [ ] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the SAUMIL PATEL of LAKE PARK LIQUOR LLC, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 1956.<sup>75</sup> [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

*Saumil Patel*

Signature of Individual Making this Application

Sworn to and subscribed before me  
this 19<sup>th</sup> day of May, 2020.

Date: 5/19/20

*Ankura Patt*  
Notary Public

My commission expires: Nov. 28, 2022



Distance Check

Date: 6/15/2020

Establishment: Smitty's Liquor Store / Magic 44 Properties

Address: 1265 Lakes Blvd. Lake Park, Ga. 31636

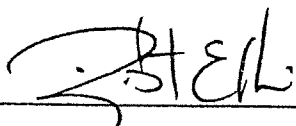
Nearest School: Francis Lake Baptist Church (Preschool)

Address: 5111 Springwater Dr. Lake Park, Ga. 31636 Distance: 2112 feet

Nearest Church: Francis Lake African Methodist Episcopal Church

Address: 905 Lakes Blvd. Lake Park, Ga. 31636 Distance: 1584 feet

Officer Assigned: Robert Ellis

Signature: 

Comments:





1265 Lakes Blvd

LAKES BLVD

MILL STORE RD

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and wine license - Mayank Pandya of Lake Park Food Mart,  
LLC DBA Lake Park Food Mart - 7215 Lakes Blvd, Lake Park, GA

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

( ) Annual

( ) Capital

(X) N/A

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: 1. Approval of the beer and wine license

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HISTORY, FACTS AND ISSUES: Beer and wine License - Mayank Pandya of Lake Park Food Mart, LLC DBA Lake Park Food Mart - 7215 Lakes Blvd, Lake Park, GA, is requesting a license for the sale of beer and wine for consumption off premise. This is due to a change of ownership. The ordinance and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the beer and wine license  
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division**

***Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.***

1. TYPE OF LICENSE(s) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

LAKE LAKES PARK FOOD MART LLC. Mayank N. Pandya

3. Applicant's Business or Trade Name (if different than official legal name):

~~LAKE~~  
LAKE PARK FOOD MART LLC.

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

—  
\_\_\_\_\_  
\_\_\_\_\_

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

—  
\_\_\_\_\_

6. Street Address of establishment for which license is sought:

7215 Lakes Blvd, Lake Park GA - 31636

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

—  
\_\_\_\_\_  
\_\_\_\_\_

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Wine & Beer For convenience store off premise

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any

school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: \_\_\_\_\_

School, college or other educational facility or grounds: \_\_\_\_\_

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Venture	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Firm	<input type="checkbox"/> Association
<input checked="" type="checkbox"/> Limited Liability Company (LLC)	
<input type="checkbox"/> Other: _____	

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Mayank N. Pandya

Member Name

Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Name

Address

Name

Address

Name

Address

Name

Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES [ ] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Leasing the property from an  
unrelated party. I will be paying  
a monthly rent.

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  
 YES [ ] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D)  YES [ ] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/~~she~~ is the Owner of Lake Park Food Mart LLC is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 1150.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

[Signature]  
Signature of Individual Making this Application

Sworn to and subscribed before me  
this 26<sup>th</sup> day of May, 2020

Date: 05-24-2020

[Signature]  
Notary Public

My commission expires: 09-24-21







7215 Lakes Blvd

TIMBER DR

LAKES BLVD

JEWELL FUTCH RD

Distance Check

Date: 6/15/2020

Establishment: Jay Shri Ganesh Corporation

Address: 7215 Lakes Blvd. Lake Park, Ga. 31636

Nearest School: Francis Lake Baptist Church (Preschool)

Address: 5111 Springwater Dr. Lake Park, Ga. 31636 Distance: 3168 feet

Nearest Church: Francis Lake African Methodist Episcopal Church

Address: 905 Lakes Blvd Lake Park, Ga. 31636 Distance: 2640 feet

Officer Assigned: Robert Ellis

Signature: [Handwritten Signature]

Comments:



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Fiber Optic to Lowndes EOC

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$198,775.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Fiber Optic to Lowndes EOC

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HISTORY, FACTS AND ISSUES: This request is to approve the installation of the fiber optic link to the EOC. The original design called for a fiber link as the primary connection with a wireless backup link to be used only in the case of a fiber cut. Due to funding constraints, the Lowndes County EOC has used the backup wireless link as the primary means of network connectivity since the building was first occupied in 2009. This has proven to be an inadequate link for the operation of the EOC.

OPTIONS: 1. Approve  
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

May 31, 2020

I am pleased to offer you a quote to install a 96 strand Single-Mode armored Fiber Optic Cable inside 1.25 in conduit from the Lowndes County Judicial building on Ashley St to the Lowndes County EOC on Cypress St. The Permitting price is subject to drop as Parrott Railroad has not responded to me with a total permit price. The Total job quote is 198,775.00.

This price includes:

- Supplying and installing 96-Strand Single-Mode armored Fiber Optic Cable and 1.25 in underground innerduct from Ashley street to Cypress Street.  
Supplying and installing 2 96-Strand Single-Mode dielectric Fiber Optic Cable and 1.25 conduit into EOC and Judicial building.
- Termination of Fiber Optic Cable @ at all ends of the Cable in Enclosures.
- Terminate the 2 transitions between armored and dielectric cable.
- Verify connectivity on all strands from Judicial Building to the EOC.
- Install (2) Rack Mounted FDP's to be mounted one at each termination point.

Estimate good for 30 days.

If I can assist you on this or any other matter, please let me know.

Regards,

David Stacey

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Judicial System Software Purchase

Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$102,762

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Judicial System Software Agreement

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HISTORY, FACTS AND ISSUES: This is a request for the County to purchase from Tyler Technologies certain Judicial System Software and services that includes software, installation, training and maintenance services. This technology will be for the Lowndes County Probate Court. The technology will greatly enhance process efficiencies in the Probate court as well as improve citizen access to licenses and other records. Budget impact includes 10% contingency.

OPTIONS: 1. Approve  
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Board of Commissioners of Lowndes County, GA.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Party”** means you or us. **“Parties”** means you and us.
- **“Statement of Work”** means the industry standard implementation plan describing how our



professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we



are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

- 1.7 We reserve all rights regarding the Tyler Software and Documentation not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the



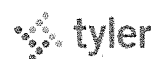
addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:



- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third



## Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO SUCH PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN- CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request. Such insurance shall be in addition to and not in lieu of your rights pursuant to this Agreement or otherwise.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. Each Party to this Agreement agrees to provide the other Party with written notice within thirty (30) days of becoming aware of a dispute. Each Party agrees to cooperate with the other Party in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in Valdosta, GA in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a federal or Georgia court of competent jurisdiction located in Valdosta, GA. Nothing in this section shall prevent you or us from seeking necessary injunctive relief in such court during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to

nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement or any part thereof without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted

to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) actual receipt by the receiving Party from Federal Express or other recognized overnight delivery company, (c) upon receipt by sender of proof of email delivery to the receiving Party; or (d) upon actual receipt by recipient if sent by United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials, but only upon your prior written consent as to each such identification, not to be unreasonably withheld.
  
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party;  
or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
  
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
  
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
  
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment

hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- |           |  |
|-----------|--|
| Exhibit A | Investment Summary   |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy   |
| Exhibit C | Maintenance and Support Agreement<br>Schedule 1: Support Call Process  |
| Exhibit D | Statement of Work  |
| Exhibit E | Addendum to License and Services Agreement<br>Attachment A: Contract Addendum, Georgia Immigration Reform and Enforcement Act<br>Attachment A-1: Contractor Affidavit<br>Attachment A-2: Subcontractor Affidavit |

SIGNATURE PAGE FOLLOWS  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Board of Commissioners of Lowndes County, GA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Lowndes County, GA  
327 North Ashley Street  
Valdosta, GA 31601  
Attention: County Manager



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of Clyattstone Rd.-Simpson Ln. ROW and Easement  
Purchases (Parcels 26 and 34)

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$23,590.50

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Clyattstone Rd.-Simpson Ln. ROW Purchases

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HISTORY, FACTS AND ISSUES: The County has negotiated the purchase of rights of way and easements for Parcels 26 and 34 for the Clyattstone Road - Simpson Lane TSPLOST project. The ROW Deeds set forth the grantors, identities of the properties, and purchase prices and terms of the acquisition for each property. The Commission is required to approve these acquisitions in a public vote.

- OPTIONS: 1. Approve the acquisitions from the grantors of the identified properties for the purchase prices and terms of the acquisition for each property, as set forth in the ROW Deeds.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Amendment to TPO Agreement FY2021 - Transit

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$0

FUNDING SOURCE:

( ) Annual

( ) Capital

(X) N/A

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: Amendment to TPO Agreement FY2021 - Transit

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HISTORY, FACTS AND ISSUES: At the request of GDOT to transition from Fixed Expense Reimbursement to Unit Price Reimbursement methodology, effective FY2021 (July 1, 2020); the TPO Agreement with MIDS, Inc. needs to be amended. This amendment does not have any financial impact on the County, as all FY2021 Operating and Capital expenses are covered 100% under the CARES Act which requires no State or Local Match.

The transition and amendment will be effective beginning FY2021 and continue to the expiration of the existing TPO agreement (December 31, 2022).

OPTIONS: 1. Authorize the Chairman to sign Amendment #1-2020 to the TPO Agreement with MIDS, Inc.

2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Amendment #1-2020**  
**Lowndes County Third Party Operator Agreement**

WHEREAS it is the desire of GDOT to have all Third Party Operating (TPO) agreements utilize unit rate reimbursement methodology effective FY2021. The existing TPO agreement between Lowndes County and MIDS Transportation, Inc.; which is presently utilizing fixed expense reimbursement; with this amendment will transition to unit rate reimbursement methodology effective July 1, 2020.

This amendment is made and entered into the 1<sup>st</sup> day of July, 2020 by and between the Board of Commissioners of Lowndes County, Georgia, hereinafter referred to as the "COUNTY" and MIDS Transportation, Inc., as the Third Party Operator, hereinafter referred to as "TPO";

The following language is hereby deleted from the existing TPO agreement:

**COMPENSATION**

TPO shall be reimbursed for the costs for the performance of this Agreement from farebox collections, purchase of services agreements, and GDOT in accordance with their rules and regulations. COUNTY shall at no time reimburse TPO for services rendered or have any monetary liability to TPO and TPO shall look solely to fares collected or received pursuant to service agreements and to GDOT for compensation under this Agreement. All profits and losses resulting from operation of this program shall belong to, and be the sole responsibility of, TPO.

The following language is hereby added to the existing TPO agreement:

**COMPENSATION**

TPO shall be reimbursed for the costs for the performance of this Agreement based on actual Trips Performed. Documentation from the scheduling and dispatching software will be utilized to compute the monthly trip numbers. TPO will invoice the COUNTY monthly for purchased transit operations. The COUNTY will seek monthly reimbursement from GDOT for purchased transit services and will reimburse the TPO the same. Dispatching, trip reservations, scheduling, supervision of these services and all other activities detailed in the TPO agreement are included in the Trip Rate.

For FY2021 as a result of COVID-19 the CARES Act Funding has provided for reimbursement of 100% of operating and capital cost with no local match requirement for all 5311 operations. The base trip rate for FY2021 will be \$20.79/trip. There will also be a Supplemental (floating/adjustable) trip rate used to reimburse for cost not recovered under the base trip rate.

This Supplemental Trip Rate will be adjusted each month to ensure that the cost of operating the system under current COVID-19 situations are covered. Information from the monthly vehicle reports will be utilized to determine this rate.

The sum of the # of trips x base trip rate and # of trips x supplemental trip rate minus actual farebox collected will equal the monthly purchased transit invoice amount. This amount will

also equal the amount of the Subreceipt Request for Reimbursement (SRR) which will be submitted monthly to GDOT in accordance with their rules and regulations.

All profits and losses resulting from operation of this program shall belong to, and be the sole responsibility of the TPO. Total annual compensation from the COUNTY to the TPO shall not exceed the GDOT approved annual budget amount unless documented justification is submitted and approved by GDOT, COUNTY and TPO.

IN WITNESS WHEREOF, COUNTY and MIDS Transportation, Inc. have caused this agreement to be duly executed by their authorized representatives as of the day and year first above written.

On behalf of the Board of Commissioners of  
Lowndes County, Georgia

\_\_\_\_\_  
Chairman  
Board of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

MIDS Transportation, Inc.

\_\_\_\_\_  
Danny Saturday  
Director of Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



**1610 River Street  
Valdosta, GA 31601  
229-247-1800  
229-316-0031 Fax**

June 29, 2020

Lowndes County Board of Commissioners  
PO Box 1349  
Valdosta, GA 31603-1349

RE: Amendment #1-2020 to  
5311 Third Party Operator Agreement

At the request of GDOT to transition from Fixed Expense Reimbursement to Unit Price Reimbursement methodology; please find the amendment which is needed to complete this transition.

This transition and amendment will be effective beginning with FY2021, July 1, 2020 and continue to the expiration of the existing TPO agreement.

Please have the attached Amendment #1-2020 executed by the Chairman and County Clerk, Notarized and returned to me ASAP for final execution from MIDS Transportation, Inc. We will then return a fully executed copy to the county for your files.

This Amendment does not have any negative financial impact on the county; as for FY2021 all Operating and Capital expenses are covered 100% under the CARES Act and requires no State or Local Match.

If you have any questions please contact me.

Sincerely,

**Danny Saturday**

Danny Saturday  
Director of Operations

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of FY 2021 Juvenile Justice Incentive Grant

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$289,498

FUNDING SOURCE:

- Criminal Justice Coordinating Council
- Funding
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Authorize the Chairman and Staff to sign all of the required documents in the Award Packet for submission to CJCC.

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HISTORY, FACTS AND ISSUES: Lowndes County has been awarded funding for diversion programs to be administered through the Juvenile Court since FY2014. For FY2021, Lowndes County has been awarded \$289,498 in funding to again be used for the continued administration of programs to provide services to Lowndes County youth, and their families, instead of placing them in a secured detention facility. The Juvenile Court Judge has requested that the entire amount be used to fund Functional Family Therapy. Evidence Based Associates (EBA) was selected in 2013 as the program administrator for grant funded services and have continued to provide those services in each of the subsequent funding cycles. In order to officially accept the awarded grant funding and continue these services, the Criminal Justice Coordinating Council requires submission of the signed award packet, to include an Agreement for Services between Lowndes County and EBA.

- OPTIONS: 1. Authorize the Chairman and Staff to execute and submit the Award Packet.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# AGREEMENT FOR SERVICES

## Georgia Juvenile Justice Incentive Grant Program

July 1, 2020 – June 30, 2021

This Agreement is executed by and between **Evidence Based Associates, LLC**, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as “EBA”), and **Lowndes County**, a local governmental entity, (hereinafter referred to as County”).

EBA and Lowndes County have commenced their work together for the implementation of juvenile justice system reforms throughout Georgia and have applied for and been awarded a grant in the amount of \$289,498 from the State of Georgia, Criminal Justice Coordinating Council (CJCC). The parties hereto have previously entered in to a Memorandum of Understanding for implementation of the Georgia Juvenile Justice Incentive Grant Program. Based on the grant award, this Agreement memorializes the scope of services for implementation as partners with EBA serving as the Managing Entity.

### A. Scope of Services:

Evidence Based Associates will confirm a budget, assist with the selection of therapeutic service providers, manage the direct service providers, ensure fidelity of services implemented, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Selection of and subcontracting with service providers. County will approve selections.
- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Web-based, system-wide data tracking to allow for program monitoring and continuous quality improvement.
- Regular (i.e., monthly, quarterly and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure sustainability of funding and effort.

In addition, EBA will provide training to key stakeholders, regional groups and/or circuits on evidence based programming for juvenile offenders upon request. The training will include information on the research base behind each of the models, including program outcomes, cost-benefit analysis, program eligibility, referral criteria and other areas of interest as identified by the groups. These sessions will be open to all stakeholders, policymakers and practitioners.

**B. Compensation:**

1. The contract amount under this Agreement shall not exceed **\$289,498** unless agreed to in writing by the Parties.

Method of Payment shall be made as follows:

2. Compensation shall be paid to Evidence Based Associates based upon a per diem basis per youth starting at the time of admission in the program until discharge. The per diem is based on the evidence-based program selected. See Exhibit A for rates. Invoices from EBA shall be submitted to the County by the 10<sup>th</sup> day of the month following services. If payment of an invoice is not received within 30 days after the invoice date the County shall pay EBA, in addition to the amount of the invoice, interest at a rate established pursuant to Georgia Law. Such interest shall be added to the invoice at the time of submission to the County, when applicable.
3. EBA shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements and consultant contracts.
4. When FFT is utilized, EBA will guarantee that 75% of the juveniles and families, enrolled in the program beginning 7/1/2020 through 4/1/2021, will successfully complete all components of the program leading to successful discharge.
5. If there is less than a 75% completion rate, EBA will provide services, at no cost, to additional juveniles and their families until such time as an aggregate total of 75% is attained.

**C. Copyrights and Right to Data:**

Where activities, services, materials, writings, pictorial reproductions, drawings, mental health direct services developed and provided by this Contract known as the provision of FFT services (herein known as "Works") are utilized by the State of Georgia or the County, and those Works are learned through training and experience by working with EBA for the provision of services to juveniles in Georgia, the County has no right to use, duplicate or disclose those works, in whole or in part, in any manner, for any

purpose whatsoever, or allow others acting on its behalf to do so, without the express written consent of EBA. The Works have been carefully developed and are solely owned by EBA and have been carefully developed, and the County has no right to claim any interest, demand of any claim of any kind, to any patent, trademark or copyright, or application of the same. All rights are vested in EBA.

**D. Program Requirements:**

**1. Religion:** Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

**2. Federal Criminal Background Checks:** All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the grantee must maintain a copy of these records for CJCC auditing purposes.

**3. Internet Security Policy:** CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

**E. Performance Objectives:**

The State identified goals for performance of the Counties. These performance metrics are provided in Exhibit B.

**F. Termination:**

Either party may terminate this Agreement for cause upon providing a notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination.

Either party may terminate this Agreement for convenience upon providing a notice to the other party giving 90 days' notice. All fees and costs due and owing shall be paid within 15 days of termination.

**G. Governing Law and Venue:**

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

**H. Notices:**

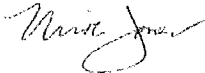
Any notice required to be given to the parties shall be in writing and shall be deemed given when delivered by hand or by one of the following: U.S. Mail, Receipted Mail (such as Federal Express or Priority Mail), Email, or Facsimile. Any party may change the address to which notice is to be given by written documentation given in one of the methods listed herein.

The project coordinator on behalf of EBA and the County Lead Contact are:

Nicole Janer  
EBA  
1005 Ward Circle  
Oviedo, FL 32765  
njaner@ebanetwork.com  
(315) 317-6025

Ashley Tye  
Lowndes County  
PO Box 1349  
Valdosta, GA 31603  
atye@lowndescounty.com  
(229) 671-2790

Both parties acknowledge good and valuable consideration has been given, the receipt and sufficiency of which are hereby acknowledged. This Agreement is a valid as of this 1st day of July, 2020.



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Nicole Janer  
On behalf of:  
Evidence Based Associates, LLC  
As its Director of Operations

---

Bill Slaughter  
On behalf of:  
Lowndes County Board of Commissioners  
As its Chairman

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan Application

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$2,500,000.00

FUNDING SOURCE:

- Annual
- Capital \$1,875,000.00
- Grant \$625,000.00
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan Application

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HISTORY, FACTS AND ISSUES: The Georgia Environmental Finance Authority offers funding through the State Revolving Fund. Local governments are able to secure low interest loans to be used for utility projects. Lowndes County has identified several lift station and manhole rehabilitation improvement projects. The loan can be structured to spread repayment over a period of up to 30 years; however, there is no penalty for paying the loan off early. The proposed interest rate will not exceed 1.94% While the total loan amount is \$2,500,000.00 it includes a grant component which allows for forgiveness of up to \$625,000.00 of the loan amount. Staff recommends approval of the GEFA Loan Application.

OPTIONS: Approve GEFA Loan Application  
Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal for Mosquito Identification and Testing

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$45,790

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for Mosquito Identification and Testing

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HISTORY, FACTS AND ISSUES: The Current Contract with Valdosta State University is up for renewal. The contract services includes trapping, identification and testing of mosquitoes. The data collected will be used by Lowndes County to help reduce the risk of mosquito borne diseases.

OPTIONS: 1. Approve  
3. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FIXED PRICE AGREEMENT  
BETWEEN  
THE BOARD OF COMMISSIONERS  
OF LOWNDES COUNTY, GEORGIA  
AND  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
VALDOSTA STATE UNIVERSITY**

**THIS AGREEMENT**, hereinafter referred to as “**Agreement**,” is made as of the 1<sup>st</sup> day of July, 2020 by and between THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereafter referred to as the “**County**”) and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of VALDOSTA STATE UNIVERSITY (hereinafter referred to as “**VSU**”).

**WHEREAS**, VSU possesses certain knowledge, skill, and expertise to perform certain functions and services regarding collection and identification of mosquitos and transmitting of samples of collected mosquitos to a laboratory for further analysis (the “**Services**”); and

**WHEREAS**, County desires to have VSU perform such **Services**;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

**Section 1. Statement of Work:** VSU shall perform the services outlined in Attachment 1. Statement of Work (hereinafter referred to as “**Project**”). Mark S. Blackmore, Ph.D. (mblackmo@valdosta.edu), Professor of Biology, shall serve as Project Director and shall not be replaced by VSU without prior written approval of County. The Project Director shall have primary responsibility for performance of the **Services** and supervision of qualified VSU faculty and students assisting the Project Director in performing the **Services**. The Project Director shall be the primary contact at VSU for the **Services** and this Agreement.

**Section 2. Term of Agreement:** This Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021. This Agreement may be extended for additional periods upon written agreement of the parties.

**Section 3. Compensation:** This is a fixed price agreement. County shall compensate VSU for **Services** provided in the amount of \$45,790.00. VSU will invoice County in accordance with the Fee Schedule outlined in Attachment 1. County will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to County as an additional cost.

**Section 4. City Agreement:** The parties acknowledge that VSU is also rendering services substantially similar to those hereunder to the City of Valdosta, Georgia, (hereinafter referred to as “**City**”) under separate agreement. VSU may share the results of the **Services** hereunder with the City if the substantially similar results of the services rendered to the City are likewise shared with the County.

**Section 5. Disclaimer of Warranty:** County acknowledges that VSU is an academic institution and, as such, may utilize collection, analytical, and/or other scientific methods that have not been accepted by standard setting organizations or certified by governmental agencies; provided, however, VSU shall endeavor to only use collection, analytical, and/or scientific methods reasonably designed to result in the information for which the



County has engaged VSU. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO COUNTY, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VSU SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY COUNTY AS A RESULT OF COUNTY'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

**Section 6. Liability:** Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees, agents or independent contractors acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of VSU will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act. Any liability of the County will be governed by the laws of the State of Georgia, including but not limited to the Georgia Constitution and Georgia Workers' Compensation Act.

**Section 7. Title to Equipment, Supplies, and Materials:** VSU shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.

**Section 8. Rights in Data:** Ownership of results, reports, data, and other deliverables developed under this Agreement shall vest with the County. The County hereby grants to VSU a non-exclusive, royalty free, irrevocable license to use such results, reports, data, and other deliverables to fulfill its mission.

**Section 9. Intellectual Property:** Title to any invention or discovery made by VSU personnel during the fulfillment of this Agreement shall vest with VSU, with County having first right to obtain a license under reasonable terms and conditions.

**Section 10. Publicity:** Neither party will use the name of the other party in any publicity, advertising, nor news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.

**Section 11. Independent Contractor:** For the purposes of this Agreement, VSU is an independent contractor. Neither VSU nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of County. VSU and all such agents, servants, and employees shall for all purposes be deemed to be employees of the State of Georgia, and this Agreement shall not be construed so as to create a partnership or joint venture between County and the State of Georgia or any of its agencies.

**Section 12. Modification of Agreement:** County may, from time to time, require changes in the Statement of Work to be performed by VSU hereunder. Such changes, including any increase or decrease in the amount of VSU's compensation or time of performance, which are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement. Attachments 1 and 2 attached hereto are a part of this Agreement; other attachments shall not have any bearing on the responsibilities or liabilities of either party unless signed by both parties and specific reference is made to such attachments within the provisions of this Agreement.

**Section 13. Termination:** Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, VSU has rendered a portion of the Services for which it has not been paid, County shall reimburse VSU for such Services on a fair and equitable basis.



## Attachment 1

### Statement of Work:

VSU will provide the following services:

1. Sample adult mosquito populations at seven (7) permanent locations (specified below) in unincorporated Lowndes County. Mosquitoes will be trapped three nights per week for approximately 35 weeks during the period of the contract.
2. Identify genus and species of mosquitoes collected from all locations.
3. Assay subsamples for mosquito-borne viruses. Virus isolation and identification will be carried out by the Southeastern Cooperative Wildlife Disease Survey (SCWDS), University of Georgia, and College of Veterinary Medicine. County will be notified immediately when viruses of public health concern are detected. Will process and ship approximately 800 mosquito samples based upon scientifically sound methodology for monitoring mosquito propagations and infection rates in unincorporated Lowndes County. When and where practical sampling will be divided evenly among the seven (7) locations.

### Locations:

1. 1411 New Statenville Hwy, Valdosta
2. 4511 Briggston Rd., Valdosta
3. 3336 Brown Rd., Valdosta
4. 2781 Old Clyattville Rd., Valdosta
5. 4990 Hammock Tr., Lake Park
6. 410 East Main St., Hahira
7. 3215 Woodmen Cir., Valdosta

### Deliverables:

VSU will provide written reports to Lowndes County and the Southern Georgia Regional Commission (SGRC) for GIS mapping no more frequently than weekly and no less frequently than every two weeks. Reports will summarize weekly mosquito counts and genus/species by location and will include results of virus testing as they become available from SCWDS.

Payment Schedule: Total Project Cost: \$ 45,790.00

<u>Service Dates</u>	<u>Est. Invoice Date</u>	<u>Amount Due</u>
July 1 – September 30, 2020	October 15, 2020	\$ 11,447.50
October 1 – December 31, 2020	January 15, 2021	\$ 11,447.50
January 1 – March 31, 2021	April 15, 2021	\$ 11,447.50
April 1 – June 30, 2021	June 15, 2021	\$ 11,447.50

### Terms:

Net 30 days

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Office of the Governor Criminal Justice Coordinating Council  
Accountability Court Lowndes County DUI Court- State Court

Work Session/Regular Session

DATE OF MEETING: July 14, 2020

BUDGET IMPACT: \$40,000

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County DUI Court Grant

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HISTORY, FACTS AND ISSUES: This award is made under the Accountability Courts State of Georgia grant program. The Lowndes County DUI Court has been awarded a grant by the Criminal Justice Coordinating Council for a total of \$104,057; with a 10% match requirement by the County in the amount of \$11,562. Lowndes County DUI Court is requesting a total of \$40,000 for the 2020-2021 grant period as the grant only pays for a portion of the Court Coordinator's salary and benefits and half of the surveillance officer's contract salary. The Court requests that the shortfall be paid by the DATE funds that are generated from fines and fees collected by the State Court of Lowndes County. The authorizing Georgia Law code section O.C.G.A. 15-21-101(b)(3) states "Moneys collected pursuant to this article and placed in the "County Drug Abuse Treatment and Education Fund" shall be expended by the governing authority of the county for which the fund is established solely and exclusively (3) if an operating under the influence court division has been established in the county under Code Section 15-1-19, for the purposes of the operating under the influence court division." The Lowndes County DUI Court began operating in January 2017 and currently has a total of 28 active participants in the program and anticipate growing to 30 participants by the end of the year.

- OPTIONS: 1. Approve  
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: State Court

DEPARTMENT HEAD: Judge Golden

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

FY'21 Budget Detail Worksheet

Court Name                      Lowndes County DUI Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel	Program Coordinator	21,840.00
	Benefits	10,632.00
	Law Enforcement Officer	7,800.00
	LEO Benefits	3,425.00
Contract Services	Counselors/Treatment	34,000.00
	Program Case Manager	0.00
	Counselors/Treatment	2,000.00
Drug Testing Supplies	Drug Testing Supplies	16,468.00
Other Costs		0.00
Equipment		0.00
In State Training and Travel	CACJ Conference	4,892.00
Transportation Funding	Transportation	3,000.00
		\$0
<b>Total Budget Request:</b>		<b>\$104,057</b>

Match: \$11,562

CACJ Funding Committee Notes: