

Houston County Board of Commissioners Meeting Warner Robins, Georgia July 20, 2021 5:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING Warner Robins, Georgia

July 20, 2021 5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Robinson

Pledge of Allegiance

Houston County High School Resolution

Recognition of Employee Service (30 Years): Robbie Dunbar, Public Works

Terry Dietsch, Landfill

James Wheat, Detention Center

Approval of Minutes from July 6, 2021

Old Business:

1. Special Exception Application #2507 (Baker Donelson / Cell Tower) - Commissioner Byrd

New Business:

- 2. Bad Debt Write-Off (Water Dept. & Landfill) Commissioner Byrd
- 3. Memorandum of Agreement (Accountability Court / Middle Flint CSB) Commissioner Byrd
- 4. Engineering Consultant Services Agreement (R.K. Shah / Houston Lake Rd @ Feagin Mill Rd) Commissioner Byrd
- 5. Personnel Request (HCSO-Investigations) Commissioner Walker
- 6. Professional Services Agreement (Edifice Consulting / Juvenile Justice Complex Roof) Commissioner Walker
- 7. Personal Property Audits Agreement (Traylor Business Services) Commissioner Walker
- 8. FY22 Juvenile Justice Incentive Grant Acceptance Commissioner Walker
- 9. City of Perry Annexation Request (315 Langston Road / HCBOE) Commissioner Robinson
- 10. Disaster Management Software Agreement & IGA (HEMA) Commissioner Robinson
- 11. Change Order (Detention Center HVAC Project / J.M. Clayton Co.) Commissioner Robinson
- 12. Approval of Bills Commissioner Robinson

Public Comments

Commissioner Comments

Motion for Adjournment



A Resolution Recognizing the Houston County High School Baseball team as the 2021 GHSA 6A State Champions

WHEREAS, in the face of tremendous competition, the Houston County High School Baseball team fought hard, played well and defeated opponent after opponent to become the 2021 GHSA 6A State Baseball Champions on May 26th, 2021 at Truist Park in Atlanta, and

WHEREAS, after a run through the playoffs that included series wins over Tucker, Richmond Hill, East Paulding and Allatoona, the Houston County Bears Baseball team faced their final opponent – Lassiter High School – in a double header game that resulted in a 2-1 win for the Bears in the first match up and a 4-0 shutout for the championship win; and

WHEREAS, with an overall record of 33 wins and 7 loses for the season, the 2021 6A champions add to their list of 6A crowns having won the state title in 2014 and 2016; and

WHEREAS, even though the Bears baseball team will be losing several key seniors with their fielding and hitting abilities who are moving on to college baseball, the team has an exceptional group returning next season with plans for a back-to-back 6A Championship win.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Houston County recognizes, applauds, and congratulates the 2021 6A GHSA State Baseball Champions – the Houston County Bears – for an outstanding achievement and a job well done.

AND, BE IT FURTHER RESOLVED that the Houston County Board of Commissioners wishes each team member continued success in the future.

SO RESOLVED this 20th day of July, 2021

Attested By:

Barry Holland

Director of Administration

Tommy Stalnaker, Chairman

Gail Robinson

Mark Byrd

Dan Perdue

H Jay Walker III

Special Exception #2507 (Baker Donelson / Cell Tower) was tabled at the July 6, 2021 Board meeting. This action is to be continued until the next Board meeting on August 3, 2021.

Motion by		, second by	and carried	to
	approve disapprove table authorize			

Special Exception #2507 submitted by Baker Donelson on behalf of Tillman Infrastructure for a telecommunications tower.

APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE **HOUSTON COUNTY**

Application	No.	2507

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1.	Name of Applicant	Baker Donelson for Tillman Infrastructure LLC
	Applicant's Phone Number_	
3.	Applicant's Mailing Address	420 20th Street N, Ste 1400, Birmingham, AL 35203
4.		, 13th Land District of Houston County, Georgia, a on a plat of survey for AT&T, consisting of ±0.23 Acres
5.	Existing Use	Agricultural
6.	Present Zoning District	R-AG
7.	Proposed Use Special	Exception for a Telecommunications Tower
8.	Proposed Zoning District	Same
9.	Supporting Information: Attach	the following item to the application:

- 9 A. Surveyed plat of the property and easements.
- 10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;

B) The dollar amount(s) and date(s) of each campaign contribution made

by the applicant to each local government official during the two years immediately preceding the filing of this application; and

C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

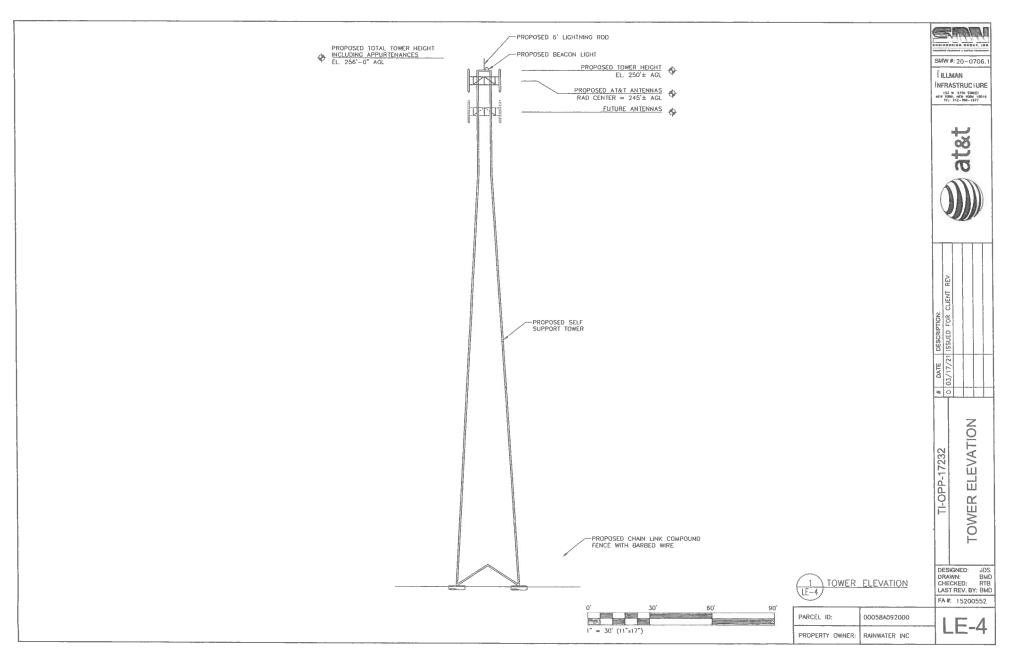
Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

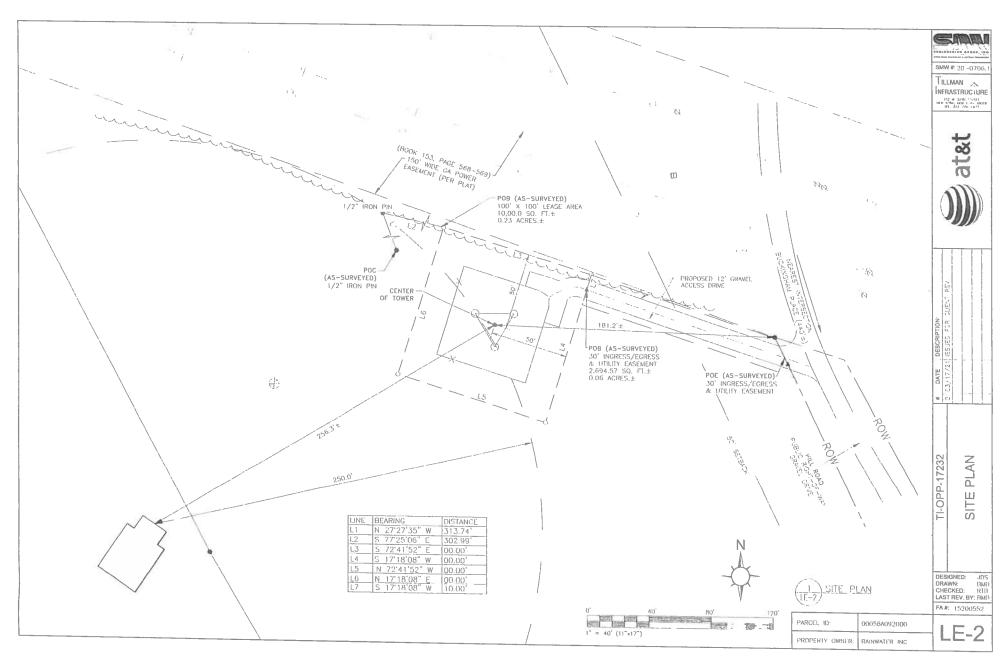
	Application	#	2507			
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For Official Use Only (Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed:	June 1, 2021
Date of Notice in Newspaper:	June 9 & 16, 2021
Date of Notice being posted on the p	property: June 11, 2021
·	******
Date of Public Hearing:	June 28, 2021
Fee Paid: \$100.00	Receipt # 41983
Recommendation of Board of Zoning	g & Appeals:
Approval X Deni	al Tabled
Comments: Approved unanimo	usly, subject to submittal of a fall zone letter prior to final
action by the Board of Commissione	rs.
June 28, 2021 Date	Zoning Administrator
ak ak	******
(Houston	For Official Use Only County Board of Commission)
Date of Recommendation Received:	July 6, 2021
Date of Notice in Newspaper:	June 9 & 16, 2021
Date of Public Hearing:	July 6, 2021
Action by Houston County Commiss	ioners:
Approval Denie	ed Tabled
Comments:	
Date	Clerk





AUTHORIZATION OF PROPERTY OWNER

Application for Special Exception/Conditional Use/Variance

I swear that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Houston County, Georgia.

I authorize the person(s) named below to act as applicant in pursuit of a special exception/conditional use or variance on this property.

Name of Applicant: Tillman Infrastructures, Inc

152 W 57th Street

New York, New York 10019

(212) 706-1677

Or Tillman's Legal Counsel:

Any representative of the Law Firm Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

RAINWATER, INC.

Signature Date: _________

Signed, Sealed and Delivered

In the Presence of:

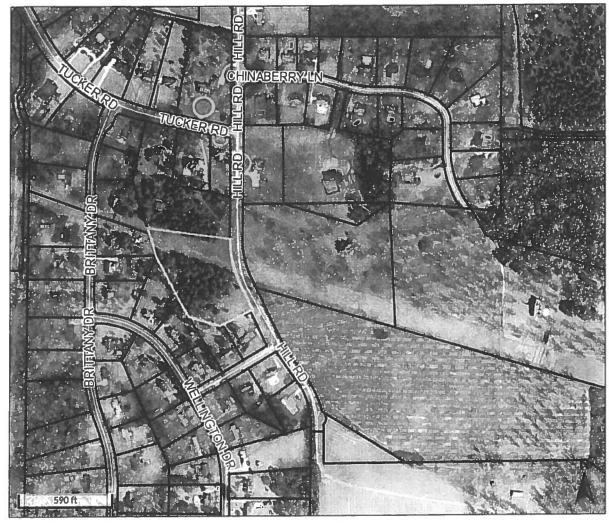
Notary Public, State of 6001-

My Commission expires: 10 (Notarialy) eachdle

NOTARY PUBLIC Bibb County State of Georgia

My Comm. Expires October 16, 2024

qPublic.net™ Houston County, GA



Overview

由

Legend

Parcels
Roads

Parcel ID 00058A 092000
Class Code Residential
Taxing District County
Acres 5.68

Physical Address Assessed Value Land Value Improvement Value

Accessory Value

Owner

RAINWATER INC P O BOX 1030 PERRY, GA 31069 HILL RD Value \$31300 Value \$31300 Last 2 Sales
Date Price Rea

Date Price Reason Qual 4/9/2020 30 U

(Note: Not to be used on legal documents)

Date created: 7/1/2021 Last Data Uploaded: 7/1/2021 6:13:06 PM



Uncollected (bad) debt needs to be written-off for FY2021 for the following departments:

	Bad Debt	Total Revenue
Water System	\$18,044.75	\$8.6 million
Waste Collection (Sanitation)	\$11,746.75	\$3.3 million
Solid Waste Disposal (Landfill)	\$ 0.00	\$4.2 million

Efforts to collect these bad debts will continue.

Motion by, second		, second by	and carried	to
	approve disapprove table authorize			

the FY2021 Water Fund debt write-off of \$18,044.75 (\$17,994.75 for the water system and \$50.00 for stormwater management); the Waste Collection (Sanitation) debt write-off totaling \$11,746.75 (\$8,799.42 for routes 10 thru 80 and \$2,947.33 for route 90). The Solid Waste Disposal (Landfill) has no debt to write-off.



Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent July 14, 2021

Houston County Board of Commissioners 200 Carl Vinson Parkway Warner Robins, GA 31088

Dear Commissioners,

For fiscal year 2020-2021, the Water System (4400) needs to write off \$17,994.75 uncollected debt out of approximately \$8.6 million in revenue (0.21%). The Stormwater Management Fund (4320) needs to write off \$50.00 uncollected debt out of approximately \$33,000 in revenue (0.15%).

The solid waste collection department (4520) needs to write off \$8799.42 uncollected debt from the 10 through 80 routes and \$2,947.33 uncollected debt from the 90 route. The Solid Waste Collection Department collected approximately \$3.3 million in revenue during the 2020-2021 fiscal year (0.36%)

The Solid Waste Disposal Department (4530) needs to write off \$0.00 uncollected debt out of approximately \$4.2 million in revenue during the 2020-2021 fiscal year (0%).

Every effort will continue to be made to collect this bad debt. The department goal is not to have any bad debt to write off.

Sincerely,

Robbie Dunbar

Director of Operations

Pelle S_



Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent July 14, 2021

Robbie Dunbar Director of Operations 2018 Kings Chapel Road Perry, GA 31069

Dear Robbie,

We have completed the FY21 Uncollected Debt Closeout. The following uncollected debt amounts need to be written off.

- Water \$17,994.75
- Storm Water \$50.00
- Sanitation (Routes 10-80) \$8799.42
- Sanitation (Route 90) \$2,947.33

The total amount of uncollected debt totals \$29,791.50. This is a 2.77% decrease over FY2020. Considering the circumstances of last year, I feel we did an outstanding job in keeping the bad debt down. Thanks to Angie Babb for all her hard work during and after hours.

Sincerely,

Jeff Chandler

Billing and Treatment Utility Superintendent

Houston County Public Works



Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

Memo

To:

Robbie Dunbar

From:

Terry Dietsch Teng Sittal

Date:

July 06, 2021

Subject:

Bad Debt

I am pleased to announce that there are **no** uncollected debts from the Solid Waste Disposal Department, 4530, for the fiscal year 2020/2021.

Total uncollected debts for this department 4530 - \$0.00

This request from the Superior Court Accountability Court is to renew the contract with the Middle Flint Area Community Service Board to provide therapeutic counseling services, healthcare education, case management, clinical evaluations and recommendations as covered under the current grant program.

Motion by		, second by	and carried	to
	approve disapprove table authorize			

Chairman Stalnaker signing a contract for services with the Middle Flint Area Community Service Board to provide services for participants of the Houston County Accountability Court. The contract terms will be effective July 1, 2021 and terminate June 30, 2022.

MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this <u>day of UMY 2021</u>, by and between <u>Houston County, Georgia</u>, a political subdivision of the State of Georgia ("County") and <u>Middle Flint Area Community Service Board</u> ("Contractor").

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of <u>Middle Flint Area Community</u>

<u>Service Board</u> (Contractor), for the purposes and during the time set out below; and,

WHEREAS, Houston County has the power and authority to utilize independent contractors in order to provide professional services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

- Designation of Contractor. Said Contractor represents that they are qualified to perform
 the duties of Therapeutic Counseling Services, Healthcare Education, Case Management,
 Clinical Evaluations, and have a Physician to Prescribe and Monitor Appropriate
 Medications.
- 2. <u>Services Provided by Contractor</u>. Contractor shall provide services agreed to by Houston County and the Contractor in cooperation with program staff. The services to be provided by the Contractor shall include, but are not limited to, the following:

MIDDLE FLINT AREA COMMUNITY SERVICE BOARD agrees to:

- a) Schedule an appointment within 24 hours of a referral to the Mental Health Court for a clinical evaluation by a licensed counselor using multiple screening tools (TCU DS-II, SASSI 4, CMHS for Men or Women as appropriate, and a clinical interview that addresses mental health and substance abuse issues) to rule in/out the presence of a severe and persistent mental illness. The evaluation is to be done within 10 business days of the referral.
- b) Attend treatment team meeting and participate in eligibility and compliance reviews, with the goal of maximizing participation and outcomes.
- c) All participants will be scheduled for an intake interview within 2 days of being accepted into the program, to determine specific needs ie., counseling, detox, medication and design an Individual Counseling Plan (ICP).
- d) Provide and/or Link to appropriate counseling/treatment services that may include but not limited to: Individual Therapy, Anger Management, Relapse Prevention, Criminal Addictive Thinking, Trauma Focused, Moral Reconation Therapy (MRT), Motivational Interviewing, Psycho Education Groups that include Transitional Skills and Co-Occurring, Peer Program, SAIOP Groups, Residential, Crisis Stabilization, and Inpatient Substance Abuse Programs.
- e) Within 24 hours have doctor's appointment scheduled for new participants within
 5 business days of said participant being accepted into program.
- f) Each new participant will be referred to case management within 24 hours and have a case manager assigned to new participant within 10 business days of being

- accepted into the program. Each new participant shall have at least one meeting with new said case manager before the next scheduled court date.
- g) When clinically appropriate, the participant shall be placed into the Motivational Interviewing group, Peer Program, or SAIOP. This is to be done within 5 business days of entering into the program.
- h) Provide gender specific treatment if necessary.
- i) Provide Mental Health Court Coordinator weekly updates on each participant's attendance at appointments, compliance with treatment recommendations progress and current medication and medication compliance. Such updates shall be entered in the web-based case management system utilized by the court.
- j) Appear in court and treatment team meetings.
- k) Other duties as required by the Mental Health Court Coordinator or Judge Katherine K. Lumsden.
- 1) Accept donations and put all donations in the Center's operating account under a separate cost center and line item. All donations will only be used for items approved by Accountability Court Team for the Houston County Accountability Court. If the Accountability Court is discontinued, the Accountability Court Team will make the decision of how the remaining funds shall be utilized or donated.
- 3. <u>Classification of Contractor</u>. The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia merit System or the Superior Courts of Houston

Judicial Circuit. Nothing in this agreement shall prohibit Houston County from utilizing other independent contractors for the same services as written in this agreement. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives ("Indemnitees") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgements, and settlements caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnitee arising out of contractor's provision of services as set forth in the Agreement.

- 4. <u>Compensation</u>. Middle Flint Area Community Service Board will bill the court participant or their third-party payer for services requested by Houston County.
- 5. <u>Duration of Contract</u>. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of <u>July 1, 2021 to June 30, 2022</u>.
- 6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be binding upon the parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

- 7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:
 - a) Arrest for a felony offense.
 - b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
 - c) Acts involving moral turpitude.
 - d) Fraternization outside the professional context with any participant of the Program.
 - e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.
 - f) Inability to provide contracted services.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

HOU	ISTON COUNTY, GEORGIA
BY:	
	Chairman, Houston County Board of Commissioners
	-

EY: HOgela (). HOLL CEO, Middle Flint Area Community Service Boar

WITNESS

Public Works staff recommends entering into an Engineering Consultant Services Agreement with R.K. Shah & Associates to develop construction plans for the intersection improvements of Houston Lake Road at Feagin Mill Road.

Motion by		, second by	and carried	to
	approve disapprove table authorize			

entering into an Engineering Consultant Services Agreement with R.K. Shah & Associates, Inc. of Suwanee, GA for the Houston Lake Road at Feagin Mill Road Intersection Improvements project in the amount of \$132,830. This is a county-wide 2018 SPLOST funded project.



Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief' EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch
Solid Waste Superintendent

Memo

To:

Houston County Board of Commissioners

From:

Robbie Dunbar, Director of Operations

Date:

July 12, 2021

Re:

Intersection Improvements of Houston Lake Road at

Feagin Mill

Staff would like for the Board of Commissioners to consider the attached proposal for Engineering Consulting Services from R.K.

Shah & Associates, Inc. for the Intersection Improvements of Houston Lake Road at Feagin Mill Road Project. The total contract amount is \$132,830. This will be a county-wide project, funded by the 2018 SPLOST.

Thank you for your consideration of this request.

Attachments: Memorandum from Ronnie Heald, County Engineer
Proposal from R.K. Shah & Associates, Inc.





MEMORANDUM

To: Robbie Dunbar, Director of Operations

From: Ronnie Heald, County Engineer RJH

Date: Friday, July 9, 2021

CC: Allen Mason

RE: Intersection Improvement Project of Houston Lake Road at Feagin Mill

The engineering department requests permission to enter into an agreement with **R. K. Shah & Associates, Inc.**, to complete construction plans for the Houston Lake Road and Feagin Mill intersection improvement project. Please find accompanying this memo, for your reference, a copy of Mr. Shah's proposal. The fee for the work would be \$132,830, and the time for the design would be 9 months from the Notice to Proceed. This project will be funded with the proceeds from the 2018 SPLOST.

I appreciate your consideration of this request.

R.K. SHAH & ASSOCIATES, INC.

• ENGINEERS •

RKS&A ESTABLISHED 1988

TRANSPORTATION / SITE / CIVIL

Raju (Rajendrakumar) K. Shah, P.E.

May 26, 2021/Revised June 11, 2021/ Revised July 12, 2021

Mr. Robbie Dunbar, Director Houston County Public Works 2018 Kings Chapel Road Perry, Georgia 31069

ATT: Mr. Ronnie Heald, RLS, County Engineer

RE: South Houston Lake Road @ Feagin Mill Road Intersection Improvements. Houston County, Georgia

SUB: Fee Proposal for Engineering Consultant Services

Dear Mr. Dunbar:

R. K. SHAH & ASSOCIATES, INC. is pleased to submit a Lump Sum Fee Proposal of \$132,830.00 for Engineering Consulting Services for the South Houston Lake Road @ Feagin Mill Road Intersection Improvements in City of Warner Robins.

Our Fee Proposal is based upon Roadway Engineering Design Requirements dated April 2012.

Our Scope of Work includes:

- 1. Database Preparation
- 2. Preliminary Plans
- 3. Prepared Construction cost estimate
- 4. Attend PFPR
- 5. Incorporate PFPR comments
- 6. Attend FFPR
- 7. Incorporate FFPR comments
- 8. Attend Office Review prior to PFPR, FFPR and plans approved for construction meeting
- 9. Prepare Construction Bid Documents
- 10. Attend Pre-Bid Conference
- 11. Respond to Contractor queries during Bidding process
- 12. Tabulate Contractor Bids

Deliverable:

- 1. Preliminary Construction Plans (35 % Submittal)
- 2. Preliminary Construction Plans (60 % Submittal)
- 3. Right of Way Plans and Legal Description
- 4. Final Construction Plans (95 % Submittal)
- 5. Plans Approved for Construction (100 % Submittal)
- 6. Revised Contract Document
- 7. Digital Copy of Contract Documents

Items not included in Scope of Work:

- 1. MS-4 Permit requirements
- 2. Pavement Design

970 PEACHTREE INDUSTRIAL BLVD. • SUITE 200 • SUWANEE • GEORGIA 30024 TELEPHONE: 770/436-5070//678-765-6188 • FAX: 678/765-6189 EMAIL: RAJU SHAH@RKSHAH.COM • WEBSITE: WWW RKSHAH COM

R.K. SHAH & ASSOCIATES, INC.

May 26, 2021/Revised June 11, 2021/Revised July 12, 2021

Mr. Robbie Dunbar, Director

Page 2

Items not included in Scope of Work:

- 3. Maintenance of Traffic Plans
- 4. Roadway Construction Staging Plans
- 5. Structural Design to mitigate R/W impacts
- 6. Permit fee(s) required by the government agencies
- 7. Plan set required for bidding purpose

Our Fee Estimates includes the following:

Estimated Project Length:

South Houston Lake Road:

1800 LF- Add southbound and northbound Dual Left Turn Lane

Feagin Mill Road

1650 LF- Add Eastbound Right Turn Lane and East bound

Receiving Lane

750 LF Add Eastbound Right Turn Lane and East bound

Receiving Lane

Total:

4200 LF

Engineering Fee:

De	S	1	g	n	:
	_	_	_		_

R. K. SHAH & ASSOCIATES, INC:	\$ 68,200.00
Maldino & Wilbur	\$ 5,000.00
Saunders Engineering Consultants, Inc.	\$ 5,000.00
Sub Total Design Fee:	\$ 78,200.00

Database Preparation:

R. K. SHAH & ASSOCIATES, INC:	\$ 1,420.00
McKim & Creed Field Survey/Design Database	\$ 31,710.00
Sub Total Design Fee:	\$ 33,130,00

Other Direct cost:

Sub Total Other Direct Cost:	\$	1.500.00
Travel:	\$	500.00
Printing:	\$	1,000.00

Total Estimated Basic Engineering Fee:

\$ 112,830.00

Additional Authorized Services, If Required

1.	Environmental Permit	\$ 18,000.00
2.	Revise R/W plans during Negotiation	\$ 2.000.00

Sub Total Additional Authorized Services: \$ 20,000.00

Total Estimated Engineering Fee: \$ 132,830.00

R.K. SHAH & ASSOCIATES, INC.

May 26, 2021/Revised June 11, 2021/Revised July 12,2021

Mr. Robbie Dunbar, Director

Page 3

Local Participation: RKS&A has retained Saunders Engineering Consultants, Inc. (SECI), a local Consulting Engineering firm located in Houston County, Georgia, to provide the required for the Roadway Design to prepare Erosion, Sedimentation and Pollution Control Plans.

Maldino & Wilbur Will provide Traffic Signal Design.

RKS&A has retained McKim & Creed to provide Field Survey and Design Level Database.

Schedule: We estimate our design effort will require 6 - 9 months.

If any additional services are required on the project, the following are our proposed Billing Rates:

Project Manager: \$ 155.00/hour Senior Engineer: \$ 115.00/hour Engineer: \$ 112.00/hour Technician: \$ 90.00/hour

Cadd: \$ 80.00/hour

RKS&A appreciates the opportunity to submit the Lump Sum Fee Proposal for Engineering Consultant Services for the South Houston Lake Road @ Feagin Mill Road Intersection Improvements. in City of Warner Robins. and looking forward to working on this Houston County Public Works Department.

Please call me concerning any question regarding these clarifications.

Yours very truly,

R. K. SHAH & ASSOCIATES, INC.

Accepted by,

Houston County Public Works Department

Raju (Rajendrakumar) K. Shah, P.E.

President Project Manager

Ronnie Heald RLS.
County Engineer

Sheriff Talton has requested to hire Eric Salter in the Investigations Division at a Grade 18-F. Mr. Salter previously worked for the Sheriff's Department and left a Sergeant's position earlier this year. Staff agrees that he possesses the necessary requirements to meet the F-step.

Motion by		, second by	and carried	to
	approve disapprove table authorize			

hiring Eric Salter for the vacant Sergeant's position in the Sheriff's Department Investigations Division at a Grade 18-F effective July 21, 2021.



Houston County Personnel Department

Houston County Board of Commissioners 200 Carl Vinson Parkway Warner Robins, GA 31088 478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners

From: Kenneth Carter, Director of Personnel

Date: July 15, 2021

Re: Rehire for Sheriff's Office

Sheriff Talton has a vacant Sergeants position open in the Criminal Investigation Unit and has no internal applicants apply. Eric Salter who was a Sergeant in Criminal Investigations and resigned back on May 24, 2021, has expressed an interest in returning to work in this position. Sheriff Talton would like to hire Eric Salter back at the Grade 18-F (\$52,228.80). Mr. Salter exceeds the requirements for this step and worked for Sheriff Talton for 20 years before resigning in May. This pay is less than what Mr. Salter was making before his return. Please consider this request effective July 21, 2021.

Public Works staff recommends entering into a Professional Services Agreement with Edifice Consulting on the Juvenile Justice Complex Roof project. Under this agreement Edifice will produce all contract documents and provide project administration for the re-roof of the building. The preliminary estimate on the roof project itself is \$350,000.

Motion by	, second by	and carried	to
approve disapprove table authorize			

entering into a Professional Services Agreement with Edifice Consulting, Inc. of Byron for the Houston County Juvenile Justice Complex Roofing project. Edifice will be paid six percent (6%) of the actual contract total for project document production, and four percent (4%) of the actual contract total for project administration. This is a 2018 SPLOST funded project.



Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

Memo

To:

Houston County Board of Commissioners

From:

Michael Phillips, Facilities Superintendent

Date:

July 09, 2021

Re:

Juvenile Roof Projecet

Staff would like for the Board of Commissioners to consider the attached proposal for Project Administration Services from Edifice Consulting, Inc. for the Houston County Juvenile Roof Project. The contract would be for six percent (6%) of the contract total for production of the contract documents, and four percent (4%) for project administration. This will be funded by the 2018 SPLOST.

Thank you for your consideration of this request.

Attachments: Proposal from Edifice Consulting, Inc.





PROPOSAL

OWNER	Houston County Commission,	
EACHITY:	Houston County Juvenile Court Building	
FACILIT.	Houston County Juvenile Court Building 206 Carl Vinson Pkwy, Warner Robins, GA 31088	
OWNER'S REP:		
QUOTED BY:	Jody Usry QUOTED ON 09 JULY 2021	
DESCRIPTION:	ROOFING PROJECT	

DETAIL:

- A. Execute the necessary due diligence to discover the information needed to outline potential treatment options to replace the existing low slope roof systems in place.
- B. Produce and provide project documents for the same, per owner's chosen treatment option.
 - 1. Technical specifications
 - 2. Diagrams and detail drawings
- C. Provide project administration to the successful conclusion of the project including:
 - 1. Interface and coordinate with the procurement professionals to produce and publish the project manual.
 - 2. Conduct a pre-bid conference.
 - 3. Evaluate pre-bid submittals from bidders.
 - 4. Produce necessary addendums.
 - 5. Evaluate bid proposals supply recommendations.
 - 6. Conduct a pre-construction conference.
 - 7. Monitor, enforce the requirements, and reporting on the progress of the project during construction.
 - 8. Review and make recommendations regarding any proposed changes or change orders.
 - 9. Review and make recommendations on pay requests or draws.
 - 10. Execute a final inspection, and as necessary, re-inspection.
 - 11. Execute project close out, including but not limited to securing the specified warranty or warranties, and archiving the job.

Edifice Consulting Inc., will accept, as full payment for these services, six percent (6%) of the contract total for production of the project documents, and four (4%) for project administration. In the case the project is not awarded, the fees will assessed on the lowest bid, or in the case of no bids, the project budget.

ACCEPTED BY ACCEPTED ON SIGNATURE P.O. NUMBER

Quotation good for 90 days of date on proposal. Payment terms, unless otherwise noted will be net 30. Please remit the accepted proposal to facsimile # 866 801 3983 or email to jody@edifice.biz, or mail to P.O. Box 1060, Byron, GA 31008 Purchase orders numbers are optional

This contract between Houston County and Traylor Business Services, Inc. (TBS) provides personal property verification reviews of business taxpayers only when requested by the Chief Tax Appraiser. The County will pay a set fee amount pursuant to the fee schedule outlined in the contract.

Moti	on by	, second by	and carried	to
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	authorize			

Chairman Stalnaker to sign an agreement (#1036) with Traylor Business Services, Inc. (TBS) for personal property audits in FY2022. Audits will only be performed when requested specifically by the Chief Tax Appraiser.



TRAYLOR BUSINESS SERVICES INC.

BUSINESS PERSONAL PROPERTY VERIFICATION PROGRAM

TBS CONTRACT #1036...BETWEEN

HOUSTON COUNTY BOARD OF ASSESSORS

(Hereafter called "the Board"), and Traylor Business Services Inc.,

(Hereafter called "TBS"), having its principal office located in Kennesaw, Georgia.

PROCESS OF THE VERIFICATION PROGRAM

The purpose of this program is to assure that equal treatment is provided to all taxpayers by establishing a verification program in which all accounts are examined. TBS is to assist the Board by providing consultation in organizing this program and by performing personal property verification reviews of Houston County's business taxpayers. Verification reviews will be executed in compliance with all principles set forth by the Board, and as detailed in the TBS Personal Property Audit Services Proposal prepared especially for Houston County. The Proposal is incorporated herein by reference and made a part of the contract, except for any sample dates, account numbers or estimated costs. The Board will make all decisions relating to the accounts selected for review and to any final assessments. The Board will furnish to TBS the personal property records of all accounts to be reviewed. TBS and the Board will meet as needed to address any concerns which arise and to discuss the status of the program. TBS will provide monthly reports showing the progress of each account assigned for review. TBS shall supply the Board the needed expertise in dealing with any appeals which may occur from any discovery in Houston County. If any questions or inconsistencies occur, as seen by the Board, TBS agrees to reexamine the results of this account at no additional cost. TBS agrees to provide its services in accordance with Generally Accepted Accounting Principles (GAAP) as a guideline, and follow the methodologies taught by the Georgia Department of Revenue.

ADDITIONAL BENEFITS OF PROGRAM

The Houston County Appraisal staff and Board of Assessors shall have each TBS employee working on this program available for any questions and services needed, and, shall have the right of denying their participation in this program for Houston County for any reason. TBS provides on the job training to any employee of Houston County, which includes all aspects of the verification program. The Board is liable for any expenses that these employees incur. TBS will pay all expenses incurred by its employees for travel relating to this verification program. TBS will also defend all of our audit findings before the taxpayer, taxpayer's agent, Board of Assessors, Board of Equalization, Arbitration or the Superior Court, if necessary, at no additional charge to the county.

ADMINISTRATION PERIOD OF CONTRACT

The original period of this Contract shall begin June 24, 2021 and shall run for a twelve month period from said date. This agreement, if neither party is in default hereunder, will automatically renew itself for successive periods of one year each unless either of the parties furnishes to the other written notice to the contrary. The Board agrees to pay TBS during their fiscal year, or contract period if contract is not renewed, for accounts assigned. Accounts already assigned to TBS cannot be put on hold to be paid by the Board in a later fiscal year. If the Board cannot fulfill its obligation for payment to complete the accounts during the fiscal year for which the accounts were assigned, the Board is to notify TBS immediately and those accounts are to be pulled and billed for the amount of work already completed by TBS. TBS and the Board may terminate this Contract at any time by giving a thirty day notice to the other party. Notices given by either party to the other, shall be made in writing and sent by First Class, U.S. Mail, postage prepaid. If this Contract is terminated before all reviews are complete, TBS will complete the review of all accounts assigned (copied and in their possession) by the Board for review before termination and the Board agrees to pay TBS for those reviews. If for any reason the Board desires to pull (cancel or void) any accounts originally assigned, the fees for these accounts will be reduced as follows: Account file data entered and set up in TBS database is reduced to 35% of original fee; Review information letter prepared and/or mailed out is reduced to 65% of original fee; and Appointment made and/or appointment letter mailed out is reduced to 85% of original fee. Work performed after the appointment is made will be billed at 100% of original fees.



FEES FOR VERIFICATION PROGRAM

The Board agrees to pay TBS a set amount per review for all accounts assigned by the Board for review, based upon the actual Fair Market Value (FMV) of the business personal property account for the 2020 tax year. The account will be sized before any exemptions are taken, including Freeport and Payroll Development Authority Agreements. The fees per size of account are listed below:

Account Class	FMV Size	Fees Per Review
1	UNDER \$ 50,000	\$ 325
2	\$ 50,000 - \$ 250,000	\$ 475
3	\$ 250,001 - \$ 1,000,000	\$ 850
4	\$ 1,000,001 - \$ 5,000,000	\$ 1,850
5	\$ 5,000,001 - \$ 50,000,000	\$ 4,150
6	OVER \$ 50,000,000	\$ 5,500

The amounts charged per review are all-inclusive of TBS's expenses in performing its responsibilities under this Contract. TBS shall bill the Board on a monthly basis for completed reviews only. The Board shall pay TBS the total amount due within sixty (60) days of the billing date. A 2% discount will be given if bill is paid within 30 days of invoice date, and a 5% discount will be given if bill is paid within 10 days of invoice date. For any bill not paid within 60 days, 10% interest will accrue annually along with a late fee of \$25 per month for the outstanding amount owed.

ACCOUNTS AND LETTER PREPARATION

Copies of the needed records from the accounts to be reviewed shall be furnished by the Board. The Board will also furnish stationary and postage required for correspondence and notices to be sent to taxpayers of Houston County, and shall approve and sign all such correspondence. TBS shall review three prior tax years and obtain the current years information if applicable for each account assigned by the Board.

EMPLOYMENT LAWS

TBS shall adhere to all employment laws, federal and state, including the Fair Labor Standard Act and Title VII of the Civil Rights Act of 1964 as amended, and shall hold the Board and Houston County harmless from any actions that could result from violating those statutes.

TAXPAYER CONFIDENTIALITY

As written in the Georgia Code, O.C.G.A. Section 48-5-314 requires confidentiality of taxpayer records. TBS shall adhere to these same statutes and hold the Board and Houston County innocent from any actions that could result from breaking this statute. TBS shall not entertain interviews or answer questions concerning any variances which may be found during the verification review in Houston County without prior approval.

EXCLUSIVE RIGHTS

The Board shall have all exclusive rights to the actual verification reports of all accounts reviewed. TBS shall have all exclusive rights to the Business Personal Property Verification Program. The Board shall not sell, lease, or permit access to this program to any other person, company, or taxing jurisdiction, except for employees of Houston County.

EFFECTS OF SEVERABILITY

This Contract is approved in the general terms allowed in Georgia's Revenue and Taxation Statutes O.C.G.A. Sections 48-5-298. Should a court of law determine any section of this Contract illegal, the Board and TBS shall arbitrate new terms for said illegal section. All other sections shall remain enforceable, so that the full intention and results of this Verification Program may be fulfilled.

The Boards and TBS acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions. This Contract will be governed by the laws of the State of Georgia. Signed and entered into by the parties hereto:

TRAYLOR

Approved:	TRAYLOR BUSINESS SERVICES INC.
Authorized Signature: Name: Title:	Bryan E Draylor Bryan E. Traylor President
Date:	6-11-21
Approved: Authorized Signature:	HOUSTON COUNTY BOARD OF ASSESSORS
Name:	William Fowler
Title:	Chairman
Date:	7-13-21
Approved: HO	DUSTON COUNTY BOARD OF COMMISSIONERS
Authorized Signature:	
Name:	Tommy Stalnaker
Title:	Chairman
Date:	

The Juvenile Court has applied for, and been awarded, the FY22 Juvenile Justice Incentive Grant in the amount of \$272,000. This continued grant funding will assist us in our overall goal of reducing felony commitments to the Department of Juvenile Justice. The Juvenile Court would continue to serve as the referral source for youth to receive Multi-Systemic Therapy (MST) services that will be provided by Community Solutions, Inc.

There are two awards that make up the total of \$272,000. The award for \$158,536 is federal funds while the other for \$113,464 is state funds.

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Chairman Stalnaker signing all documents necessary to accept the 2022 Juvenile Justice Incentive Grant award in the amount of \$272,000 (\$158,536 federal funds T17-8-006 and \$113,464 state funds Y22-8-020) which will provide funding for a local Multi-Systemic Therapy (MST) program designed to serve youth in the community who would otherwise be committed to the Georgia's Department of Juvenile Justice; and to sign the Service Contract and Memorandum of Understanding with Community Solutions, Inc.

REFERENCE NO.: 28J17

OFFICE OF THE GOVERNOR CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Houston County Board of Commissioners

IMPLEMENTING FEDERAL FUNDS: \$ 158,536

AGENCY: Houston County Commissioners MATCHING FUNDS: \$ 0

PROJECT NAME: Diversion TOTAL FUNDS: \$ 158,536

SUBGRANT NUMBER: T17-8-006 **GRANT PERIOD:** 07/01/21-06/30/22

Award is hereby made in the amount and for the period shown above for a Subgrant authorized by the Juvenile Justice and Delinquency Prevention Act of 2002, Sections 221-223, 42 U.S.C. Sections 5631-5633.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Juvenile Justice and Delinquency Prevention Act of 2002. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

in The	
Jay Neal, Director Criminal Justice Coordinating Council	Signature of Authorized Official Date
Date Executed: 06/08/21	Typed Name & Title of Authorized Official
	58-6000843-000
	Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	28J17	1	07/01/21	9		**	T17-8-006
OVERRIDE	ORGAN	CLASS		PROJECT		VENDO	R CODE
2	46	4		28144			

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Diversion	624.41	\$ 158,536

OFFICE OF THE GOVERNOR CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Houston County Board of Commissioners

IMPLEMENTING 57ATE FUNDS: \$ 113,464

AGENCY: Houston County Commissioners MATCHING FUNDS: \$

PROJECT NAME: Juvenile Justice Incentive Grant TOTAL FUNDS: \$ 113,464

SUBGRANT NUMBER: Y22-8-020 **GRANT PERIOD:** 07/01/21-06/30/22

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

La Charles	
Jay Neal, Director Criminal Justice Coordinating Council	Signature of Authorized Official Date
Date Executed: 06/08/21	Typed Name & Title of Authorized Official
	58-6000843-000
	Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/21	9		**	Y22-8-020
OVERRIDE	ORGAN	CLASS	PROJECT		VENDO	R CODE	
2	46	4		01			

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 113,464

Houston County Juvenile Court

Memorandum of Understanding

Re: 2022 Juvenile Justice Incentive Grant

This Memorandum of Understanding (MOU) outlines the agreement between the Houston County Board of Commissioners/Houston County Juvenile Court and **Community Solutions, Inc. (CSI).**

Background on 2022 Juvenile Justice Incentive Grant

The purpose of this grant opportunity is to provide funding for local programs designed to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice (DJJ).

Role of Houston County Juvenile Court

Houston County Juvenile Court will serve as the referral source for youth to receive MST services. In addition, the Court will facilitate communication between families, school personnel, the Department of Juvenile Justice, the Community Service Board, court personnel and MST.

Role of the Vendor

Community Solutions Inc. (CSI) will provide Multisystemic Therapy (MST) to 30 youth and families, residing in Houston County, annually. MST is a family-based treatment model for juvenile offenders designed to improve the psychosocial functioning of youth and their families and to reduce delinquent behavior. The foundation of MST is that the family will learn new skills early in treatment that they will be able to use and sustain throughout the rest of treatment and thereafter, thus eliminating the need for future services. Evaluations of MST have demonstrated significant and sustained reductions in delinquency and in the length of stay in out of home placements. The MST program delivers a home-based service to address the major risk and need factors that predict further involvement within juvenile justice systems. The ultimate goal of MST is to empower families to build an environment that promotes health. The key to this empowerment plan is building a relationship with the family.

CSI will hire a Clinical Supervisor and two therapists and train them in the MST model. Therapists will deliver services in the homes. MST services are typically delivered in home and community settings to increase cooperation and enhance generalization, the ability to continue skills learned without the support and oversight of the therapist. Therapists will carry caseloads of 4-6 clients with service duration of 4-6 months. To make ecological changes, MST staff will be available 24 hours per day, 7 days per week, using an on-call schedule of week-ends and holidays. CSI track program data and provide regular reports to Houston Juvenile Court.

Funding

The contract amount under this Agreement will be paid on a per diem per youth basis (\$90 per diem). The Contractor will send the invoices to County no later than the 10th day of each month for the previous month services. The total amount of this Agreement is \$272,000 for the period of 7/1/2021 to 6/30/2022.

Modification or Termination of MOU

This MOU will remain in effect until one of the parties notifies the other of its intent to modify or terminate the agreement. Each party will provide a 30-day notice of its intent to modify or terminate the agreement. Should the modification or termination of the agreement take place while individuals are still being served under the term of this agreement, both parties agree to work together to find alternative services for these individuals.

For Houston County Juvenile Court:	Date:
Deborak	A. Edwards, Judge
For Houston County Board of Commissioners	s: Date:
	Tommy Stalnaker, Chairman
For Community Solutions, Inc.:	Date:
	, Chief Executive Officer

Houston County Juvenile Court

Service Contract

Re: 2022 Juvenile Justice Incentive Grant

THIS AGREEMENT is entered into this 1st day of July 2021 by and between Community Solutions Inc., 340 West Newberry Road, Suite B, Bloomfield, CT 06002, hereinafter referred to as the contractor or "CSI", and Houston County Board of Commissions/Houston County Juvenile Court, 206 Carl Vinson Parkway, Warner Robins, GA 31088, hereinafter referred to as "HCJC".

Whereas CSI provides Multi-systemic Therapy to the youth of HCJC, and

Whereas, as the addendum attached to this Service Contract, this contract is required to incorporate all terms in the Criminal Justice Coordinating Council Subgrant Award <u>Y22-8-020</u> & <u>T17-8-006</u> and Criminal Justice Coordinating Council Special Conditions, and

Whereas the parties have agreed upon mutually satisfactory terms of association as hereinafter expressed.

Now, therefore, in consideration of the mutual terms and considerations herein contained, the parties agree as follows:

1. Scope of Services

Community Solutions Inc. (CSI) will provide Multi-systemic Therapy (MST) to 30 youth and families, residing in Houston County, annually. The MST program delivers a home-based service to address the major risk and need factors that predict further involvement within juvenile justice systems. The ultimate goal of MST is to empower families to build an environment that promotes health. The key to this empowerment plan is building a relationship with the family. MST services will provide therapeutic services in the youth's home, school and community and the program operates 24 hours a day, seven days a week. In the first several weeks, a therapist may see members of the referred families almost daily. The frequency of contact decreases as the treatment progresses. There are generally 60 hours of direct contact over three to four months.

MST addresses the causes of delinquency and problem behaviors for an individual within a broader environment. The interventions focus on the youth and family, the peer context, the school and vocational performance, and neighborhood/community supports. The overarching goal is to help parents develop the skills and resources needed to independently address the inevitable difficulties that arise in rearing teenagers and to teach youth to cope with family, peer, school and neighborhood problems.

CSI MST Clinical Supervisors set up the first appointment for the Therapists to ensure it will occur with 24-72 hours. CSI MST Therapists make the face-to-face contact with each family member within 72 hours (immediately, if an emergency), from time of referral to MST. If unavailable to make face-to-face contact within 24-72 hours, the referring unit of the Houston

County Juvenile Court shall be immediately notified. Whenever possible the therapist will begin consultation with the family prior to the youth's release from the out-of-home placement to ensure the first face-to-face can occur within 24-72 hours.

Upon opening a new case, CSI MST Therapists make every effort to work with probation and anticipate any barriers to service delivery. This assessment informs the therapist and reduces the need for the family to be referred for a higher level of care.

CSI MST Therapists meet with the family to learn what each person would like to see changed. The MST overarching and weekly intermediary goals must reflect the family's desires for change and goal should be evaluated as such.

Time of Performance

Per the grant, the services should commence on July 1, 2021, and run through June 30, 2022. Any program extension will be based on need and require the completion of an amendment

2. Compensation

The contract amount under this Agreement will be paid on a per diem per youth basis (\$90 per diem, billing begins once the referrals are assigned to a therapist for treatment), with the total contract amount of \$272,000 for the contract period from July 1, 2021, to June 30, 2022. Community Solutions (CSI) agrees to submit invoices to Houston County Juvenile Court (HCJC) no later than the 10th day of each month for the previous month services.

3. Termination

Either party can terminate the contract by 30 days written notice. Houston County Juvenile Court should reimburse Community Solutions for the services done during this month.

4. Witness Whereof

The parties hereto have caused this Service Contract to be executed by their duly authorized officers.

Community Solutions, Inc.		Houston County Juvenile Court
		Houston County Board of Commissioners
Ву		Ву
	, CFO	Tommy Stalnaker, Chairman
		5.4
Date:		Date:

Dr. Mark Scott, on behalf of the Houston County School District, has requested annexation into the City of Perry for a property totaling 38.57 acres (Tax Parcel 000550 198000 / Langston Road Elementary School) located at 315 Langston Road. The property is currently zoned County R-AG and the proposed zoning upon annexation is Perry GU (Governmental Use District). The property is contiguous to the existing city limits of Perry. The property does have County water services and staff recommends that it remains a county water customer.

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with	a City of Perry annexation requ	est for the propert	y described as:		

315 Langston Road, Langston Road Elementary School, Tax Parcel 000550 0198000, 38.57 acres.



Where Georgia comes together.

Department of Community Development

Received

July 2, 2021

Houston County Board of Commissioners 200 Carl Vinson Parkway Warner Robins, Georgia 31088 JUL 6 2021

Houston County Commissioners

Warner Robins, GA

CERTIFIED MAIL

Dear Commissioners,

Please be advised the City of Perry, Georgia, has received an application requesting annexation into the City of Perry for the property listed below:

Property is located on 315 Langston Road

Parcel #000550 0198000 38.57 acres

Legal descriptions are attached.

Current zoning for the property within Houston County is R-AG. The request is for annexation and zoning into the City of Perry for GU, Governmental Use District.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, September 7, 2021 at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director Community Development

Enclosures





Where Georgia comes together.

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

Application # Annx 0203-203

*Indicates Required Field

(478) 988-6241

mark.scott@hcbe.net

*Name

*Address

*Phone

*Email

*Title

uired Field	
Applicant	Property Owner
Dr. Mark Scott	Houston County School District
Superintendent of Schools	
1100 Main Street, Perry, GA 31069	

Property Information

*Street Address or Location	315 Langsto	n Road,	Perry,	Georgia 31069
*Tax Map #(s) 000550	98000			
*Legal Description				
A. Provide a copy of the deed	as recorded in the C	ounty Court	house, or a r	metes and bounds description of the land if a
deed is not available;		•	•	and the second s
B. Provide a survey plat of the	e property, tied to the	Georgia Pla	nes Coordin	nate System.

Request

*Current County Zoning District RAG	*Proposed City Zoning District GU
*Please describe the existing and proposed use of the propert	y Pily Sill and Oliver
	Public School use by Owner
	U

Instructions

- 1. The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- 2. Fees:
 - a. Residential \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - b. Planned Development \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - c. Commercial/Industrial \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- 3. The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- 4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- 5. Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- 6. The applicant must be present at the hearings to present the application and answer questions that may arise.
- 7. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes No Y lf yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

Signatu	res:
---------------------------	------

*Applicant ,) , O , O , I	*Date
Houston Gunty School Wistrict	6/8/2,
*Property Owner/Authorized Agent	*Date
dhe Vest	6/8/21

Standards for Granting a Zoning Classification

- 1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
- 2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
- 3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
- 4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
- 5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
- 6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 4/13/21

qPublic.net™ Houston County, GA



Overview

Legend

Parcels
Roads

Parcel ID 000550 198000
Class Code Exempt
Taxing District County
Acres 38.57

Owner HOUSTON COUNTY SCHOOL

DISTRICT 1100 MAIN ST PO BOX 1850 PERRY, GA 31069

Physical Address 315 LANGSTON RD
Assessed Value Value \$8511900
Land Value Value \$455900
Improvement Value \$7.9758e+006

Value

Accessory Value Value \$80200

(Note: Not to be used on legal documents)

Date created: 7/6/2021 Last Data Uploaded: 7/6/2021 6:04:57 AM

Developed by Schneider

 Last 2 Sales

 Date
 Price
 Reason
 Qual

 11/9/2018
 \$140000
 02
 U

 6/29/2007
 02
 U

PR.070621.HOCOBOE.315LangstonRD

Request for annexation received 07-06-2021 - Agenda 7-20-2021 - 30th Day 08-05-2021

City Request Received From: Perry

Property Location: 315 Langston Road, Perry, GA 31069 (Langston Road Elementary School)

Parcel ID: 000550 0198000; 38.57 Acres

Zone Change: Houston County – R-AG to Perry – GU (Governmental Use District)

Debra Presswood – No comments. No concerns.

Tom Hall – Comments: The property is adjacent to the Perry city limits. This annexation does

not create an unincorporated island. The zoning is consistent with the

use of the property and the surrounding property.

Concerns: Preserve any County utilities.

Chief Stoner – Comments: None

Concerns: None

Tim Andrews – No comments. No concerns.

James Moore – Comments: No objections to annexation or zoning change.

Concerns: None.

Public Works - Robbie Dunbar - Comments: Water customer to remain with Houston

County Water System.

Concerns: None.

Terry Dietsch – No comments or concerns.

Ronnie Heald – No comments or concerns.

Van Herrington – No comments or concerns.

Brian Jones – Comment: Current County customer.

Allen Mason – No comments or concerns.

Travis McLendon – No comments or concerns.

Ken Robinson – No comments or concerns.

Jeff Smith – No comments or concerns.

Sheriff Talton – No comments or concerns.

Alan Smith – No response.

Capt. Ricky Harlowe – No response.

The County and all three cities have agreed to share the cost of a disaster management software package known as Crisis Track that will be used to track pertinent data related to individual disaster responses including data on personnel, equipment, and damage assessment. Chief Stoner and the County EMA will be the lead agency and primary contact with the vendor Geopliant LLC. Each city will be issued a sub account for the Crisis Track software. Council of all three cities have approved this agreement.

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	approve disapprove table authorize			

Chairman Stalnaker signing the Intergovernmental Agreement with the City of Warner Robins, the City of Perry, and the City of Centerville concerning the use and cost-sharing of the disaster management software Crisis Track; and to authorize Chief Stoner signing the Geopliant LLC License and Service Agreement.

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _______ day of _________, 2021 by and between HOUSTON COUNTY, Georgia, hereinafter referred to as the "County"; and HOUSTON COUNTY EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "County EMA", and the CITY OF WARNER ROBINS, Georgia, hereinafter referred to as "Warner Robins"; and the CITY OF PERRY, Georgia, hereinafter referred to as "Perry"; and the CITY OF CENTERVILLE, Georgia, hereinafter referred to as "Centerville"; Warner Robins, Perry and Centerville, hereinafter will collectively be referred to as "City" and "Cities".

WITNESSETH:

THAT, WHEREAS, in accordance with the Pre-Disaster Mitigation Plan adopted by the Parties, it is necessary for the Parties to participate in the use of a disaster management software for the purpose of inputting all data related to disaster response including, but not limited to personnel, equipment, damage assessment; and

WHEREAS, the County EMA has determined that the disaster management software program Crisis Track offered by vendor Geopliant, LLC, is the most appropriate disaster management software for the Parties to use in order to determine what is needed for declaration and reimbursement purposes following a disaster; and

WHEREAS, the County EMA will be the lead agency and primary contact on the contract with Geopliant, LLC for the Crisis Track software program, hereinafter referred to as "Crisis Track"; and

WHEREAS, the County EMA will issue each City a sub account for Crisis Track; and

WHEREAS, the sub accounts issued to the Cities will be managed by a designated person within each individual City; and

WHEREAS, the County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center (EOC) to ensure each operator in the EOC is up to date with all available information throughout the County; and

WHEREAS, the annual cost of the Crisis Track disaster management software will be shared by the Parties and will be based on the contract rate established by Geopliant, LLC and the most current census population numbers available for each of the Parties respective municipality or county.

NOW THEREFORE, in consideration of the mutual benefits to the Parties hereto it is agreed as follows:

1.

The Parties will participate in the use of the disaster management software Crisis Track offered by Geopliant, LLC with the County EMA being designated as lead contact for any and all contracts necessary for Crisis Track. As lead contact, County EMA will be responsible for contract updates and making the annual payment to Geopliant, LLC for Crisis Track.

2.

Each City will be issued a sub account for Crisis Track by County EMA and the Cities will designate a person within their city to manage the sub account. County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center (EOC) to ensure each operator in the EOC will be up to date with all available information across the County.

3.

Each City will pay to the County their portion of the annual payment to Geopliant, LLC for Crisis Track. Each Parties' portion of the annual payment will be based on the contract rate established by Geopliant, LLC and the most current census population numbers available for each of the Parties respective municipality or county. Attached hereto as Exhibit "A" is a memo with a break down of the current estimated cost for the Parties. The Parties understand that the annual

payment	is	based	on	numbers	that	fluctuate	and	agree	to	amend	payment	to	reflect	these
fluctuatio	ns													

4.

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

5.

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors, and assigns.

6.

No Party shall assign this Agreement at any time and from time to time without the prior written consent of the other Parties.

So AGREED, the day and year first written above.

HOUSTON COUNTY:	HOUSTON COUNTY EMERGENCY MANAGEMENT AGENCY:
Chairman Tommy Stalnaker	Chief Christopher Stoner
Barry Holland, Director of Administration	
Date Approved by Commissioners	

[Signatures Continue to Next Page]

CITY OF WARNER ROBINS:	WARNER ROBINS FIRE DEPARTMENT:
Randy Toms, Mayor	Chief Ross Moulton
Mandy Stella, City Clerk	
Date Approved by Mayor and Council	
CITY OF PERRY:	CITY OF PERRY FIRE DEPARTMENT:
Randall Walker, Mayor	Chief Lee Parker
Annie Warren, City Clerk	
Date Approved by Mayor and Council	
CITY OF CENTERVILLE:	CITY OF CENTERVILLE FIRE DEPARTMENT:
John Harley, Mayor	Chief Jason Jones
Krista Bedingfield, City Clerk	
Date Approved by Mayor and Council	



Houston County Emergency Management Agency

102 Chief Williams Dr, Kathleen, GA 31047 Office: (478) 542-2040 Fax: (478) 328-0618

Directors: Christopher R. Stoner

Deputy Director: David E. Newman

Cffice . llanager: Jenna Edger

Houston County Disaster Management Software

Vendor: Geopliant, LLC

Software: Crisis Track

Estimated Annual Cost Breakdown

Population	% Of Total Population	Estimated Cost	
77,617	49.20%	\$2,327.16	
17,894	11.30%	\$534.49	
7,884	5.00%	\$236.50	
54,468	34.50%	\$1,631.85	
_	77,617 17,894 7,884	77,617 49.20% 17,894 11.30% 7,884 5.00%	

This software is in line with the Pre-Disaster Mitigation Plan recently adopted by each municipality and Houston County. Several web meetings were held for demonstrations of 2 comparable platforms. Unfortunately, representatives from all pertinent departments were unable to attend. After reviewing both platforms it was determined that Crisis Track was the most appropriate for our needs. Implementation of this software will allow each municipality and County to input all data related to disaster response to include personnel, equipment, damage assessment, etc. that is needed for declaration and reimbursement following the disaster. Additionally, this information will be immediately available from all agencies in the Emergency Operations Center. Houston County EMA would be the lead agency and primary contact on the Crisis Track contract. Each municipality would receive a sub account issued by Houston County EMA that is managed by a designated person within each individual municipality. That designated person or persons would have full administrative access to their municipalities account allowing it to be managed as needed for their departments. It is recommended that this designated person issue access to each department head or their designee that oversees any FEMA/GEMA forms and/or reimbursement documents. Houston County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center access to ensure operators in the EOC are up to date on all information across the County.

Houston County EMA will be responsible for contract updates and payment of the overall total to Geopliant LLC annually. Each municipality will be requested to sign an intergovernmental agreement to reimburse Houston County EMA for their portion of the overall cost as indicated above. These totals are based on the most current census data available and subject to change as new data is published or as the contract with Geopliant is revised.

Please return indicating whether your municipality can support this for the FYE 22 budget year. Replies need to be sent to cstoner@houstoncountyga.org no later than April 27, 2021.

GEOPLIANT LLC LICENSE AND SERVICE AGREEMENT (Version 00631500)

THIS LICENSE AND SERVICE AGREEMENT ("AGREEMENT") BETWEEN GEOPLIANT LLC AND Houston County GA GOVERNS YOUR PURCHASE AND USE OF OUR SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

This Agreement is effective as of the date the Agreement is signed by both parties (the "Effective Date").

1. **DEFINITIONS**

- a) "Account" refers to the Service plans and features selected by You at the time of enrollment and accepted by Us, as such plans and features may change by mutual consent of the parties.
- b) "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- c) "Licensed Software" is the cloud-based, Geopliant-hosted software, accessible from the Website by Customer for access and use only in accordance with this Agreement.
- d) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Us, another customer of the Service, or any other third party.
- e) "Project Data" refers to data in electronic form collected through the Services from Your customers or other third parties, or collected or accessible directly from You.
- f) "Service" refers to Our Crisis Track service. The Service includes such features as are set forth in the quotation provided by Geopliant, LLC, attached as Exhibit A to this Agreement (the "Quote").
- g) "Territory" shall be as defined in the Quote.
- h) "User" refers to a person accessing the Service on your behalf including, without limitation, any employee, sub-jurisdiction employee, or volunteer assigned by You to use the Service.
- i) "We," "Us," "Our," or "Geopliant" refers to Geopliant, LLC.
- j) "Website" refers to the content located at www.crisistrack.com
- k) "You," "Your," or "Customer" means the legal entity identified above.

- "Your Data" refers to data in electronic form uploaded by You, or input or collected through the Service by or from You.
- m) "User Guide" refers to the content located at https://help.crisistrack.com/article/54-disaster-management-sop

2. LICENSE GRANT.

Geopliant hereby grants to the Customer a non-exclusive, non-transferable, limited license to use the Licensed Software in the Territory during the Term solely in accordance with the terms and conditions of this Agreement. In the event a specific organization, department, or party is identified in the Quote, the license granted pursuant to this paragraph will be strictly limited to the organization, department, or party identified in the Quote and its Users.

3. SCOPE OF USE

- a) Access. The Customer shall be permitted to access and use the Licensed Software for an unlimited number of Users. Users may remotely access and use the Licensed Software from any desktop computer. The Licensed Software may also be accessed through installation and use of Geopliant's mobile application, which is subject to additional terms of service. The Customer will designate an individual on the Quote as the "Administrative Point of Contact" to serve as the principal point of contact and liaison between the Customer and Geopliant regarding the Licensed Software and all account activity throughout the Term. Geopliant will provide the Administrative Point of Contact with all necessary usernames and account access to make use of the Licensed Software hereunder, and will communicate directly with the Administrative Point of Contact regarding the Licensed Software and the terms of this Agreement. The Administrative Point of Contact will be responsible for all actions of the Users authorized by the Administrative Point of Contact in connection with the License Software.
- b) **Permitted Use.** The Customer shall use the Licensed Software and Services solely for the purpose of hosting data and in order to conduct damage assessments, disaster recovery management, and Search and Rescue operations management, as provided for in the applicable tier of functionality set forth on the Quote (the "Permitted Use"), except as otherwise expressly provided in this Agreement. Geopliant may deny any individual access to the Licensed Software on written notice to the Customer if Geopliant, in its reasonable discretion, possesses credible information to substantiate that the person's use of the Licensed Software would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User.
- c) Responsibilities of Use by Customer. Customer shall:
 - (i) be responsible for Users' compliance with this Agreement;

- (ii) solely be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data;
- (iii) use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use; and
- (iv) use the Services only in accordance with the User Guide, applicable laws, and federal and state government regulations.

4. USE RESTRICTIONS

The Customer shall not, and shall not permit any Users, representatives or third parties to, in any manner to:

- a) modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the Licensed Software:
- b) reverse engineer, disassemble, decompile, decode or adapt the Licensed Software, or otherwise attempt to derive or gain access to the source code of the Licensed Software, in whole or in part, except as and only to the extent this restriction is prohibited by law;
- c) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Licensed Software;
- d) remove, delete or alter any trademarks, copyright notices or other Intellectual Property Rights notices of Geopliant or its Licensors, if any, from the Licensed Software;
- e) copy the Licensed Software, in whole or in part;
- f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Licensed Software available to any third party for any reason, other than with affiliated organizations approved by Geopliant its reasonable discretion;
- g) use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including:
 - (i) power generation systems;
 - (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems;
 - safety-critical applications, including medical or life-support systems, vehicle operation applications, and any police, fire or other safety response systems; and

- (iv) military or aerospace applications, weapons systems or environments;
- h) use the Licensed Software in violation of any federal, state or local law, regulation or rule, including but not limited to use of the Services to store or transmit harassing, threatening, or defaming Material to any person or entity material, or to store or transmit Material in violation of a person's privacy rights;
- i) use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Geopliant's commercial disadvantage;
- j) make the Services available to anyone other than Users;
- k) intentionally distribute a computer virus, launch a denial of service attack; or
- I) in any other way attempt to interfere with the functioning of any computer, communications system, or website.

5. DELIVERY

Geopliant shall make access to the Licensed Software available electronically via the Website, as a downloadable application or by other means as identified in the Quote, to the Customer within fifteen (15) business days after the Effective Date.

6. FEES

- a) License Fees. In consideration of the rights granted to the Customer under this Agreement, the Customer shall pay to Geopliant the fees set forth in the Fee Schedule attached hereto as **Exhibit A** in accordance with the terms of this Section 6, and **Exhibit A**. If the Term is renewed for any Renewal Term(s) pursuant to **Section 13**, Geopliant will provide the Customer with a new Quote providing for the terms and fees for the applicable Renewal Term. Execution of the Quote by the Customer, payment of the fees listed on the new Quote, or Customer's continued accessing and use of the Licensed Software confirms the Customer's assent to all of the terms and fees set forth in the Quote for that applicable Renewal Term. The Customer shall pay the then-current license fees that Geopliant charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion, as set forth in the newly issued Quote.
- b) Service Fees. In consideration of the services to be performed under this Agreement, Customer shall pay to Geopliant the fees set forth in **Exhibit A**, in accordance with the terms of this **Section 6** and **Exhibit A**. If the Term is renewed for any Renewal Term(s) pursuant to **Section 13**, the Customer shall pay the then-current Service fees that the Customer charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion.

- c) Third Party Data Fees. The Customer shall, at all times, be responsible for the direct payment of all fees related to the collection, loading, and processing of third-party data including, but not limited to, tax data and spatial and geographic data.
- d) Payment Terms. The Customer shall pay 100% of the license fees due and owing under this Agreement within thirty (30) days after the Effective Date. All payments hereunder shall be in US dollars and made by check or wire transfer and payable to GEOPLIANT, LLC, 2831 Summerfield Rd, Falls Church, VA 22042. If any amount due under this Agreement is not paid in full within thirty (30) days of the date due, Customer will pay late fees and interest at the greater of (i) 5% per month or (ii) the highest amount allowed by applicable law, and Geopliant's cost of collection.
- e) Geopliant shall provide Customer a new Fee Schedule for each new Term, not later than March 1st prior to the expiration of the then current Term.

7. SERVICES

Geopliant provides support services as detailed in the Service Level Agreement attached here as Exhibit B, and shall:

- a) provide Our reasonable support for the purchased Services to You at no additional charge,
- b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
 - (i) planned downtime (of which We shall give at least eight (8) hours' notice via the Services), or
 - (ii) any unavailability caused by any Force Majeure Event as set forth in **Section 14(d)**, and
- c) provide additional services as agreed upon in writing by the parties. In the event additional services are requested, any additional services will be detailed in a Task Order issued by Geopliant for review and execution by the Customer. Each Task Order, and the additional terms and services therein, will be made a part of this Agreement and will be governed by and subject to the terms and conditions of this Agreement. All fees associated with such additional services will be set forth on the Task Order.
- d) provide the Services only in accordance with applicable laws and government regulations.

8. DATA MANAGEMENT

a) Access, Use, & Legal Compulsion. Unless We receive Your prior written consent, We will not share Project Data with any third party. Notwithstanding the foregoing, We

may disclose Project Data as required by applicable law or by proper legal or governmental authority. We will give You prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure, at Your expense.

- b) Your Rights. You possess and retain all right, title, and interest in and to Project Data, and Our use and possession thereof is solely as Your custodian. You may access and copy any Project Data in Our possession at any time, through the Service. We will facilitate such access and copying promptly after Your request.
- c) Retention & Deletion. We will retain any Project Data in our possession until Erased (as defined below) pursuant to this **Subsection 8(c)**. We will Erase: (i) any or all copies of Project Data promptly after Your written request; and (ii) all copies of Project Data no sooner than 30 business days after termination of this Agreement and no later than 180 business days after such termination. Notwithstanding the foregoing, You may at any time instruct Us to retain and not to Erase or otherwise delete Project Data, provided You may not require retention of Project Data for more than 180 business days after termination of this Agreement. Promptly after Erasure pursuant to this Subsection 8(c), We will certify such Erasure in writing to You.
- d) Individuals' Access. We will not allow any of our employees to access Project Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Geopliant agreeing to comply with Our obligations set forth in this Section 8.
- e) Compliance with Law & Policy. We will comply with all applicable federal and state laws and regulations in provision of the Services.
- f) Leaks. We will promptly notify You of any actual or potential exposure or misappropriation of Project Data (any "Leak") that comes to Our attention. We will cooperate with You and with law enforcement authorities in investigating any such Leak. We will likewise cooperate with You and with law enforcement agencies in any effort to notify injured or potentially injured parties.
- g) *Email Contact*. The Customer agrees that the contact data of the Customer and Users may be used by Geopliant to provide the Customer and Users with news, service updates, product information, transactions, and compliance notices via email communication. The Customer and Users may select to opt out of these communications at any time by unsubscribing via a link in the emails, or by contacting Us directly.

9. GEOPLIANT PROPRIETARY RIGHTS

a) Ownership. The Customer acknowledges and agrees that the Licensed Software is being licensed, not sold, to the Customer by Geopliant. The Customer further acknowledges and agrees that it shall not acquire any ownership interest in the Licensed Software under this Agreement, and that Geopliant reserves and shall retain its entire

right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software except as expressly granted to the Customer in this Agreement. The Customer shall promptly notify Geopliant if the Customer becomes aware of any possible third-party infringement of Geopliant's intellectual property rights arising out of or relating to the Licensed Software and fully cooperate with Geopliant in any legal action taken by Geopliant against third parties to enforce its Intellectual Property Rights. The Customer shall use reasonable efforts to safeguard the Licensed Software from infringement, misappropriation, theft, misuse or unauthorized access.

b) *IP in General.* We retain all right, title, and interest in and to the Service, including without limitation all intellectual property used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant You any intellectual property rights in or to the Service or any of its components other than the limited license to use the Licensed Software.

10. REPRESENTATIONS AND WARRANTIES

- a) Mutual Representations. Each party represents to the other party that it:
 - (i) is an entity duly organized and validly existing under the laws of its jurisdiction of organization;
 - (ii) is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement;
 - (iii) has all necessary power and authority to negotiate, execute, deliver and perform its obligations under this Agreement; and
 - (iv) has no pending or threatened claim or litigation known to You that would have a material adverse impact on Your ability to perform as required by this Agreement
- THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND b) Disclaimers. GEOPLIANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITHOUT LIMITATION TO THE FOREGOING, GEOPLIANT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES (EXCEPT AS EXPRESSLY SET FORTH IN THE MATERIALS), OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) WE HAVE NO OBLIGATION TO INDEMNIFY

OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND (II) WE DO NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR IMMATERIAL INTERRUPTION. YOU AGREE THAT GEOPLIANT HAS NO LIABILITY WITH RESPECT TO YOUR USE OF THE SOFTWARE OR YOUR RELIANCE THEREON AND IN NO EVENT SHALL GEOPLIANT BE LIABLE FOR INCOMPLETE OR INACCURATE DATA CONTAINED IN THE SOFTWARE. YOU FURTHER AGREE TO HOLD GEOPLIANT HARMLESS FOR INCIDENTAL OR CONSEQUENTIAL OCCURRENCES RESULTING FROM YOUR IMPROPER RELIANCE ON THE DATA CONTAINED IN THE SOFTWARE.

c) Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface. You must obtain prior authorization by Us if you use Services in public websites. You may be restricted on the number of page views by visitors to those websites.

11. RESPONSIBILITY OF THE PARTIES

Geopliant agrees that it shall be responsible for its agents' and employees' acts and omissions within the scope of their duties under this Agreement which cause injury to persons or property, subject to the limitations of this Agreement. Customer shall be responsible for its agents' and employees' acts and omissions within the scope of their duties which cause injury to persons or property. Nothing herein shall be deemed as a waiver of sovereign immunity or other defense available to the Customer or Geopliant.

12. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVER OF SOVEREIGN IMMUNITY, IN NO EVENT: a) WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE YEAR OF FEES ACTUALLY PAID BY YOU AND (b) WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GEOPLIANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS **SECTION 12**, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

13. TERM AND TERMINATION

a) Term. This Agreement shall commence on the Effective Date and, unless otherwise agreed to in the Quote and shall continue thereafter for a period of 12 months (the "Term"), unless terminated earlier pursuant to any of the provisions of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive 12 month terms, or for such shorter period as may result

from termination pursuant to an express provision hereof, unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term(s) pursuant to this Section 13, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms in effect immediately prior to such renewal, subject to any change in the amount of license fees payable hereunder by the Customer during the applicable Renewal Term as set forth in Section 6. In the event either party provides timely notice of its intent not to renew this Agreement, then, unless otherwise terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

- b) *Termination.* This Agreement may be terminated prior to the expiration of the Term on written notice:
 - (i) by Geopliant, if the Customer fails to pay any amount when due hereunder and such failure continues for five (5) business days after the Customer's receipt of written notice of nonpayment;
 - (ii) by either party, if the other party commits a material breach of any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within fifteen (15) days after the receipt of written notice of such breach.
- c) Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation, that has already accrued hereunder. On the expiration or termination of this Agreement, for any reason, the Customer shall immediately discontinue use of the Licensed Software.

Customer, in its sole discretion, may also terminate this Agreement for any reason by providing no less than 30 days advance notice, and in such cases, all fees that have already been paid by Customer shall not be refunded and any fees then-due to Geopliant shall be paid by Customer.

d) Survival. The provisions of Sections **4**, **10**, **11**, **12**, **13**, **and 14(f)** shall survive the expiration or earlier termination of this Agreement for any reason.

14. MISCELLANEOUS

a) Notices. We may send notices pursuant to this Agreement to the Customer Representative identified in Exhibit A. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Quote in Exhibit A (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice

is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- b) Amendment. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement. Notwithstanding the foregoing, We may amend the Website Terms of Use and Privacy Policy at any time by posting a new version at the Website.
- c) No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- d) Force Majeure. Excepting only Customer's payment obligations under this Agreement, neither party shall be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to any cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Customer equipment, loss and destruction of property or any other circumstances or causes beyond such party's reasonable control (each, a "Force Majeure Event").
- e) Assignment & Successors. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.
- f) Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the Commonwealth of Virginia, without reference to such its principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts having jurisdiction over Arlington, Virginia.
- g) Severability. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- h) Conflicts among Attachments. In the event of any conflict between this Agreement and any of Our policies posted online, including without limitation the Website Terms of Use and Privacy Policy, the terms of this Agreement will govern.
- i) Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions

with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications. This Agreement may be executed in counterparts and digital copies, each of which will be an original and all of which will constitute a single instrument.

- j) Exhibits List. The following exhibits are hereby incorporated in this Agreement by reference and made a part hereof, and are subject to change by the written consent of both parties:
 - (i) <u>Exhibit A:</u> Customer's Quote
 - (ii) <u>Exhibit B:</u> Service Level Agreement

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as of the day and year below written.

AGREED AND ACCEPTED: CUSTOMER:	AGREED AND ACCEPTED GEOPLIANT, LLC:
	Joh Bay hi
By:(Signature)	By:(Signature)
By:(Printed Name)	By: John Maylie (Printed Name)
Title:	Title: <u>President</u>
Date:	Date: Monday, June 28, 2021

Exhibit A: Crisis Track Quote



Houston County GA 200 Carl Vinson Pkwy, Ste A, Warner Robins, GA 31088 Geopliant, LLC 2831 Summerfield Road Falls Church, VA 22042 (844) 273-7658

Quote Number: 905

Date: Monday, June 28, 2021

Expires: 08/01/2021

Name	Unit price	Qty	Description	Tax %	Amount
CTDM13 Crisis Track Disaster Management 100k-200k	\$4,730	. 1	Crisis Track Disaster Management is an annual subscription based on the population of your jurisdiction. The subscription provides you with an unlimited number of users to collect and view disaster management data within your jurisdiction's boundary.	0.00	\$4,730

Total: \$4,730

Terms:

Geopliant LLC License and Service Agreement (Version 00631500)

This price is exclusive of any applicable federal, state, and/or local taxes for which the Customer shall remain responsible.

Administrative Point of Contact is Christopher Stoner Territory is Houston County GA
Term is 08/01/2021 - 07/31/2022

Exhibit B: Service Level Agreement

Geopliant provides software and support when you need it the most. The following describes the service levels included as part of the software subscription.

Technical Support

Geopliant will provide email and phone support from 9:00am through 8:00pm Monday through Friday Eastern Time excluding Federal Holidays to assist with all questions relating to the operation, maintenance, and issues with the software. Technical Support is available to all Crisis Track users. Should an incident occur where after hours support is needed, the customer will notify Crisis Track support. Once notified, Geopliant will provide 24/7 email and phone support until the incident recovery operations subsides.

Uptime and Availability

Geopliant will ensure its services are available 99.8% of the time. Scheduled downtime, when the service is not available due to maintenance, upgrades or fixes, will occur during off-peak hours. Customers will receive a notice of a scheduled downtime at least 3 days before the scheduled downtime will occur.

Data Management

You possess and retain all rights to your data and our use and possession of your data is as your custodian. Unless we receive your prior written consent, Geopliant will not share your data with third parties. There are no limits on the size of data stored. Geopliant will erase your data after your written request or not sooner than 30 business days after termination of the subscription service. Unless you request otherwise, Crisis Track will retain the accounts data for up to six years.

Software Updates and Modifications

Geopliant regularly updates its applications with new enhancements and issue resolutions. All software updates will be available to all customers at no cost. In addition, Entry forms are easily configurable within Crisis Track. Technical Support will work with customers at no cost to configure Entry forms to meet specific data entry requirements. Other modification requests – such as feature enhancements, output documents, and interfaces with other systems – will be evaluated on a case-by-case basis. In general, if the enhancement is valuable to other Crisis Track customers, Geopliant will schedule and perform the enhancement at no cost. If the enhancement is customer-specific, then Geopliant will analyze the requirement and provide a cost estimate to complete the work.

Annual Data Refreshes

As part of future year renewals, Geopliant will update the infrastructure stored within each customer account using the GIS and/or tax data sources identified during the initial

implementation. At a time of the year previously identified during the initial implementation, Geopliant will contact the Data Point of Contact to request a new set of data. Once the data is received, Geopliant will update your Crisis Track account by processing, loading and testing the data. Data processing includes:

- Identifying features that have changed since the last update
- Distributing values for any multi-tenant properties, and
- Determining each property's disaster assistance grant eligibility type.

Following the data processing and upload, Geopliant will provide the Administrative Point of Contact and Data Point of Contact with a data processing report detailing how the county data was processed.

After a thorough review by JMA Architecture and NBP Engineers, staff recommends acceptance of Change Order #0001 on the Detention Center HVAC Upgrade project to include replacement of 130 valves at each RTU. The existing valves are deteriorating and leaking. This will add \$106,533 to the contract plus an additional 55 days to contract duration.

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Chairman Stalnaker signing Change Order #0001 with J.M. Clayton Company of Thomaston, GA on the Detention Center HVAC Upgrade project adding \$106,533 to the original contract price of \$3,065,000 for an amended contract total of \$3,171,533. An additional 55 days will be added to the original contract duration of 180 days due to the additional scope of work.



HOUSTON COUNTY BOARD OF COMMISSIONERS

MARK E. BAKER
PURCHASING AGENT

2020 Kings Chapel Road Telephone (478) 218-4800 * Perry, GA 31069-2828

* FACSIMILE (478) 218-4805

MEMORANDUM

To:

Houston County Board of Commissioners

From:

Mark E. Baker

Cc:

Barry Holland

Date:

July 15, 2021

Subject:

Change Order: Bid# 21-14 Detention Center HVAC Upgrades

In February 2021, the Purchasing Department solicited bids for a project to upgrade the HVAC system for the Detention Center. The Houston County Commissioners awarded the contract to JM Clayton at the March 2, 2021 meeting.

The Houston County Purchasing Department, Public Works Department, and JMA respectfully requests the Commissioners to approve the following Change Order to increase the contract price in the amount of \$106,533.00 and the completion date to increase by an additional 55 days. These changes are due to an unforeseen leakage with the isolation valves, therefore requiring the valves to be replaced.

Original	Contract Sum will	New Contract Sum	Original	Contract Time to	New Date of Completion
Contract	be Increased by	including	Contract	be increased by	including
Sum	Change Order	Change Order	Time	Change Order	Change Order
\$3,065,000	\$106,533	\$3,171,533	180 days	55 days	235 days

Attachment: Change Order to be signed

J. M. Clayton Company

CHANGE ORDER REQUEST No. 00001

98 Avenue H Thomaston, GA 30286 Phone: 706-647-8168 Fax: 706-647-8160

TITLE: Add Valves at RTUs

DATE: 7/13/2021

PROJECT: Houston Co. Det. Ctr.HVAC Upgrades

JOB: 21053-806

TO:

Attn: Mark Baker Houston County **CONTRACT NO:**

1

Houston County, Georgia 200 Carl Vinson Parkway Warner Robins, GA 31088

RE: COR

To: HOUSTON

From: IMC

Number: 00001

DESCRIPTION OF PROPOSAL

The response to RFI #1 (inaccessible isolation valves at RTUs) requested a proposal to add isolation valves at all RTUs. The existing isolation valves are not accessible when the curb adapters are installed. In addition, the 2-1/2" and 3" valves are grooved valves and are deteriorating and are leaking.

Therefore, we are submitting this proposal which includes:

- 1) Install isolation valves on the chilled water and hot water above ceiling and below on the 28 RTUs that are fed from below the roof. Total of 106 valves,
- 2) Replace existing isolation valves with new valves on the chilled water and hot water on the roof for the 6 RTUs that are fed from the piping on the roof. Total of 24 valves.

FOR A TOTAL OF 130 NEW VALVES.

- 3) Replace all of the piping thru the roof to minimize inaccessible joints in the piping.
- 4) Install new accessible isolation valves above the roof at the 28 RTUs on the chilled water and hot water piping. These valves will be furnished and installed under the original contract.
- 5) Insulate all new chilled and hot water piping and valves as specified.

This will require 5 shutdowns of the chilled water system (or portions of the chilled water system where isolation valves are installed in the mains) in order to install the new valves.

This will also require splitting Phase 1 into 2 phases. 1A (RTUs 3,11,12,26,27,28,29,30) and 1B (21,22,23,24,25,MAU1,MAU2,MAU3,MAU4).

WE REQUEST AN ADDITIONAL 55 DAYS BE ADDED TO THE CONTRACT DURATION DUE TO THE ADDITIONAL WORK AND THE CHANGE IN WORK SEQUENCE.

We would like to request to be allowed to use press valves in lieu of sweat valves on all 2" and smaller copper piping. See attached cut sheet.

In addition, we propose to use 3/4" armaflex insulation on the chilled water piping and valves in lieu of the 1-1/2" foamglas insulation as specified. This will save space in the curb adapters and piping cabinets which will provide better access for maintenance in the fitting

APPROVAL:	
By:	By:
Jeff Rabon	Mark Baker
Date:	Date:

J. M. Clayton Company

CHANGE ORDER REQUEST No. 00001

98 Avenue H Thomaston, GA 30286 Phone: 706-647-8168 Fax: 706-647-8160

Add Valves at RTUs **DATE:** 7/13/2021 TITLE:

PROJECT: Houston Co. Det. Ctr.HVAC Upgrades JOB: 21053-806

TO: Attn: Mark Baker

CONTRACT NO:

Houston County, Georgia 200 Carl Vinson Parkway Warner Robins, GA 31088

Houston County

RE: COR To: HOUSTON From: JMC Number: 00001

DESCRIPTION OF PROPOSAL maintenance in me future.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Pipe Valves and Fittings (see attached breakdown)		1.000	lot	\$26,620.00	7.00%	\$1,863.40	\$26,620.00
00002	Mechanical Labor (see attached breakdown)		660.000	hours	\$45.00	0.00%	\$0.00	\$29,700.00
00003	Overtime Premium		100.000	hours	\$20.00	0.00%	\$0.00	\$2,000.00
00004	Trucks with Tools (10 weeks @ 2 trucks per week)		20.000	weeks	\$500.00	0.00%	\$0.00	\$10,000.00
00005	Insulation (see attached quote)		1.000	lot	\$26,020.00	0.00%	\$0.00	\$26,020.00
00006	Deduct to use Armaflex on chilled water piping at RTU coils		1.000	lot	(\$3,000.00)	0.00%	\$0.00	(\$3,000.00)

Unit Cost: \$91,340.00 Unit Tax: \$1,863.40 \$93,203.40 **Unit Total:**

\$93,203.40 Subtotal:

Markup Percent Markup Amount **Description**

OH&P on JMC Work — → OH&P JMC (15%) \$10,544.16 OH&P on Insulcon Work —— \rightarrow OH&P Insulcon (7.5%) \$1,729.50

Bond 1%

Total Cost: \$106,533.00

APPRO	OVAL:	
By:	Jeff Rabon	By:
-	Jeff Rabon	Mark Baker
Date: _	7-14-21	Date:

Expedition ®

\$1,055.94

Summary of bills by fund:

•	General Fund (100)	\$	973,257.47
•	Emergency 911 Telephone Fund (215)	\$	35,196.40
•	Fire District Fund (270)	\$	36,678.05
•	2006 SPLOST Fund (320)	\$	378.70
•	2012 SPLOST Fund (320)	\$	122,622.04
•	2018 SPLOST Fund (320)	\$	315,188.48
•	Water Fund (505)	\$	434,614.93
•	Solid Waste Fund (540)	\$	188,242.54
	Total for all Funds	\$2	,106,178,61

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	approve disapprove table authorize			

the payment of the bills totaling \$2,106,178.61.