Bulloch County Board of Commissioners Regular Meeting

4.03.2012
Estimated Time: 1 Hour & 45 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30 PM

Meeting Function:	**Board of Commissioners**	Type of Meeting:	**Regular Meeting**
Meeting Chair:	**Chairman, Garret Nevil (Presiding)**	Recorder:	**Clerk of the Board, Maggie Fitzgerald**
Parliamentarian:	**Chief Legal Counsel, Jeff Akins**	Ex-Officio:	**Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Mike Rollins, SBCPR Director; Ted Wynn, Public Safety Director; Christy Strickland, Deputy Clerk; and Randy Newman, Zoning Administrator.**

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Vice Chairman Carolyn Ethridge	5:32 PM	
Roll Call	Clerk of the Board Maggie Fitzgerald	5:33 PM	
Zoning Agenda and Public Hearings	Chairman & Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	5:54 PM	
Presentations	Chairman Nevil	5:56 PM	
County Fire Department	Tony Deal		
Request from Hospice	Commissioner Roy Thompson	6:15 PM	
Noise Complaint	William Fouche	6:20 PM	
Public Comments	Audience	6:30 PM	
Consent Agenda	Chairman Nevil	6:35 PM	
Approval of Minutes – Regular Meeting held on March 20, 2012	Clerk of the Board		
Approval of an Alcoholic Beverage License for Nitaben Patel	Clerk of the Board		Tab A
Approval of Appointments to the Parks and Recreation Advisory Board	Parks and Recreation		Tab B
Approval of a Statewide Mutual Aid Agreement	Public Safety/EMA		Tab C
New Business		6:37 PM	
Discussion/Action: SPLOST Bond Underwriter Service	County Manager		Tab D
Commission and Staff Comments	Chairman Nevil, et al.	6:47 PM	
Executive Session: Personnel Matters	Deputy Clerk	6:55 PM	Tab: RED
Adjourn	Chairman	7:15 PM	

Additional Information - Background information in Board packets

March 20, 2012
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Walter Gibson gave the invocation and the pledge of allegiance.

Ms. Maggie Fitzgerald, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Vice Chairman Ethridge, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson. The following staff were present: County Manager Thomas Couch, Clerk of the Board Maggie Fitzgerald, County Attorney Jeff Akins, Development Services Director Andy Welch, Chief Financial Officer Harry Starling, Public Safety Director Ted Wynn, Area Road Superintendent Mike Boyett, Area Road Superintendent Therman Fail, Statesboro Bulloch County Parks and Recreation Director Mike Rollins, Human Resources Director Karen Grabenstein, and County Engineer Kirk Tatum.

After Roll Call, Chairman Nevil asked for amendments or modifications of the General Agenda. Hearing no amendments or modifications, Commissioner Ethridge offered a motion to approve the General Agenda as presented. Commissioner Mosley seconded the motion, and it carried unanimously.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Clerk of the Board Maggie Fitzgerald and County Manager Thomas Couch both stated there were no formal requests or petitions received in writing. Hearing no comments from the public, Chairman Nevil moved forward to the next item on the Agenda.

Chairman Nevil stated that the Board would recognize the Kiwanis "Rodeo Days" with a Proclamation. Chairman Nevil read and presented the proclamation to the Kiwanis members who were present, and thanked them for bringing the event to Bulloch County.

Next, Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) to approve the Minutes of the Regular Meeting held on

March 6, 2012; (2) to approve the E-TraK Plus Software system for the Parks and Recreation Department (See Exhibit #2012-34); (3) to approve a bid from Liberty Pyrotechnics for the Parks and Recreation Department; and (4) to grant an alcoholic beverage license for the sale of retail package beer and wine to Connie Sumner, Beverly Sumner, Jimmy Sumner Jr., and Philip Sumner of Po-Jo's Gas-N-Go, located at 3575 US Highway 301 South in Unincorporated Bulloch County. Commissioner Thompson asked that Item #3, the bid from Liberty Pyrotechnics, be moved to the New Business Agenda as Item #1 for further discussion. Without further discussion, Commissioner Mosley offered a motion to approve the Consent Agenda as amended. Commissioner Ethridge seconded the motion, and it carried unanimously.

With no items of Old or Unfinished Business, Chairman Nevil stated that the first item of New Business was the discussion and/or action regarding a bid from Liberty Pyrotechnics for the Parks and Recreation Department. Chairman Nevil called on Commissioner Thompson to initiate the discussion regarding the matter, and Commissioner Thompson asked why Liberty bid a free show for Swing into Spring 2013. Parks and Recreation Division Manager Sherrie Zeigler stated that the free show only applies to the bid package for both Swing into Spring and the 4th of July Celebration, and that Liberty was the lowest bidder with a longer show time and bigger shells. After some further discussion, Commissioner Thompson offered a motion to approve lowest and most responsible bid for fireworks for the Parks and Recreation Department's July 4th Celebration and Swing into Spring 2013, from Liberty Pyrotechnics (See Exhibit #2012-35). Commissioner Gibson seconded the motion, and it carried unanimously.

Chairman Nevil stated that the second item of New Business was the discussion and/or action regarding an amendment to the Alcohol Ordinance. Chairman Nevil called on County Attorney Jeff Akins to initiate the discussion regarding the matter, and Mr. Akins stated that the referendum question on Sunday alcohol sales by the drink passed with an affirmative vote of 55.93% in the election on March 6th, and that an ordinance amendment is necessary to allow Sunday alcohol sales for consumption on the premises. After some further discussion, Commissioner Ethridge offered a motion to approve an amendment to the Bulloch County Alcohol Ordinance regarding Sunday alcohol sales by

the drink (See Exhibit #2012-36). Commissioner Mosley seconded the motion, and it carried unanimously.

Chairman Nevil stated that the third item of New Business was the discussion and/or action regarding the selection of a bond underwriter. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch gave the Board an update on the selection process for sale of the 2013 sales tax bonds. After further discussion, Mr. Couch suggested that the review panel meet one more time to review the candidates, and then bring a recommendation to the Board at the next meeting. Commissioner Ethridge stated that she would abstain from the discussion and voting due to her employment with BB&T, which is one of the candidates. No formal action was taken.

Chairman Nevil stated that the fourth item of New Business was the discussion and/or action regarding an amendment to the FY2012 general budget for a one time allocation of $10,000.00 to the Main Street Farmers Market. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the $10,000.00 would be a one-time allocation for the sustainability and growth of the Farmers Market, and that the funds would be manager by the Downtown Statesboro Development Authority. After some further discussion, Commissioner Thompson offered a motion to approve an amendment to the FY2012 general budget for a one time allocation of $10,000.00 to the Main Street Farmers Market (See Exhibit #2012-37). Commissioner Ethridge seconded the motion, and it carried unanimously.

Chairman Nevil stated that the fifth item of New Business was the discussion and/or action regarding a bid for paving S&S Railroad Bed Road. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch asked County Attorney Jeff Akins about adding a liquidated damages clause to the paving contract to insure that the work would be completed on time. Mr. Akins stated that the bid did not include the clause, and therefore could not be added to the contract. Chairman Nevil stated that he would personally discuss the issue of time sensitivity with completing the paving with Ellis Wood Contracting. After further discussion, Commissioner Ethridge offered a motion to approve a bid from Ellis Wood

Contracting for paving S&S Railroad Bed Road (See Exhibit #2012-38). Commissioner Mosley seconded the motion, and it carried unanimously.

With no further items of New Business, Chairman Nevil asked each Commissioner to take thirty seconds for any general comments or statements, beginning with Commissioner Ethridge and then proceeding down the bench accordingly. Commissioner Ethridge thanked the Staff for their hard work, and thanked the Kiwanis Club for bringing the Rodeo again this year. Commissioner Mosley also thanked the Staff and the Kiwanis Club, and invited everyone to attend a forum regarding community issues in the Portal area with a focus on adult education and senior programs to be held on Saturday, March 24th, at 2:00 p.m. at the Willow Hill School. Commissioner Walter Gibson thanked Human Resources Director Karen Grabenstein for her service, and wished her luck with her new career.

After further discussion, Chairman Nevil asked for comments from the Staff, and County Manager Thomas Couch thanked everyone for the outpouring of support for the past few weeks while he was busy with a sick father. Mr. Couch stated that at the next meeting the Board would discuss deeding the last piece of land that extends to Granade Street to the Hospital Authority with consideration to deed it to the Ogeechee Area Hospice, and opening up for public sale the remaining land from the old Bulloch Hospital.

Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters and Pending Litigation. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-3 and other applicable laws, pursuant to the advice of the Chief Corporate Counsel, Jeff Akins, for the purposes of deliberating on Personnel Matters and Pending Litigation. Without further discussion, Commissioner Mosley offered a motion to enter into Executive Session to discuss Personnel Matters and Pending Litigation (See

Exhibit #2012-39). Commissioner Gibson seconded the motion, and it carried unanimously. Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voted in favor of the motion.

The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Rushing offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously.

J. Garrett Nevil, Chairman

Attest: Maggie Fitzgerald, Clerk of the Board

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 04.03.2012		
Public Safety: Sheriff, Administration: County Clerk	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Nitaben Patel of Yogiji, INC., doing business as Quick Stop, and is located at 17216 Highway 67, Statesboro, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application is attached. Criminal history is attached.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
			NO			NO	X
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	x						
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

17257 HWY 301 NORTH
STATESBORO, GA 30458
(912) 764-8888
FAX (912) 764-2917

The following information is furnished to the Bulloch County Board of Commissioners, in regards to an application for a beer and Wine License. This information is furnished by the Bulloch County Sheriff's Department for the purpose of the Board in their decision on the issuance of a license.

NAME: Nitaben Patel

BUSINESS: Quick Stop

LOCATION: 17216 Hwy 675
Statesboro

CRIMINAL HISTORY: OK

RESIDENCY: OK

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

LYNN M. ANDERSON, SHERIFF, BULLOCH COUNTY, GA.

This 20 Day of March, 2012

NOTARY PUBLIC

"The sheriff shall keep and preserve the peace of his county."

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

_____	Retail beer and wine packaged only	$1,500.00
_____	Retail beer and wine by the drink (pouring license)	$1,500.00
_____	Retail liquor by the drink (pouring license)	$3,000.00
_____	Pouring license (beer, wine, and liquor)	$4,500.00
_____	Wholesale license	$1,200.00
_____	Farm Winery	$2,250.00
_____	Catering License (off premise)	$ 500.00
✓	Application Fee (***due upon returning application***)	$ 250.00 — Pd 3/12/12
_____	Event Permit	$ 50.00
_____	License Transfers	$ 250.00
_____	Temporary Permit (all forms)	$ 250.00

Total license fee (include the application fee) $ _____

***Late Penalty ***
All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name NITABEN PATEL
Name of business YOGISI INC DBA QUICK STOP
Location of business 17216, HWY 67 S, STATESBORO, GA 30458
Type of business organization (Corporation, limited liability company, partnership, etc.)
CORPORATION
Business mailing address 410 S COLLEGE ST, STATESBORO, GA Phone 912-681-1230
Applicant's home address 410 S COLLEGE ST, STATESBORO, GA Phone 912-492-9584
Applicant's age 39 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?
YES ✓ NO ____

Are you a resident of Bulloch County?

YES ✓ NO ____

If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES ✓ NO ____

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? _____

List all partners, shareholders, members, or managers of the business below:

NITABEN PATEL

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee EVER been arrested for anything other than a traffic violation?

YES ____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest.

Has the applicant or designee EVER been denied an alcoholic beverage license?

YES ____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Maggie R. Fitzgerald, Clerk

Response Key: .BUSX-

0601992 GA-CCH 20120319 10:59:55 20120319 10:59:55 2015039C85
IR.GASIR0000.GA0160001.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20120319 PUR: E ATTN: NEVILS/KCM
ARN: ALR QUICK STOP
RESPONSE DATE: 20120319

QUERY REQUESTED ON:
NAM/PATEL, NITABEN
DOB/[redacted]
SEX/F
RAC/U
SOC/[redacted]

NO RECORD FOUND

END OF RECORD

U[a]

No GCIC Record on File
Bulloch County Sheriff's Office
-35- 3/19/12
Communications Officer Date

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) April 3, 2012		
PARKS & RECREATION DEPT.	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve the following appointments to the Parks and Recreation Advisory Board.

Effective Immediately
Seat H : Bubba Hunt
Seat I : Steven Sanders

Effective July 1, 2012
Seat A : Todd Hall
Seat B : Craig Tremble
Seat C : Matthew Wise

Seat D : Tony Natson (2nd Term)
Seat E : Beth Sands (2nd Term)

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

See attached.

AGENDA CATEGORY (CHECK ONE) (Box 6)	
PRESENTATION (6a)	
PUBLIC HEARING (6b)	
CONSENT (6c)	X
NEW BUSINESS (6d)	
OLD BUSINESS (6e)	
OTHER (6f)	

FINANCIAL IMPACT STATEMENT (Box 7)

BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQURED? (7b)	YES	
	NO			NO	

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES ✓	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL MW	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 3/28/12	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

MEMORANDUM

TO: Tom Couch, County Manager
FROM: Mike Rollins, Director of Parks and Recreation MR
SUBJECT: Recreation Advisory Committee Vacancies
DATE: March 28, 2012

The Parks and Recreation Advisory Committee currently has two vacancies and three additional vacancies will occur July 1 of this year. I would like to recommend a proposed list of candidates for the five open slots on the committee. We are requesting that two of the vacancies be filled immediately and the remaining three vacancies be appointed Effective July 1, 2012. Below is a list of the proposed candidates.

Proposed Candidates:

Effective Immediately	Bubba Hunt, Steven Sanders,
Effective July 1, 2012	Todd Hall, Craig Tremble, Matthew Wise

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE 4-3-2010		
Public Safety/EMA	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

To sign off on the Statewide Mutual Aid Agreement.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

This agreement allows for local Government that assist other local Government to recover costs in doing so.

AGENDA CATEGORY (CHECK ONE) (Box 6)	
PRESENTATION (6a)	
PUBLIC HEARING (6b)	
CONSENT (6c)	x
NEW BUSINESS (6d)	
OLD BUSINESS (6e)	
OTHER (6f)	

FINANCIAL IMPACT STATEMENT (Box 7)

BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
	NO			NO	

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

Attached Agreement

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
elw INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
3-28-2012 DATE		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY
STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

(1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement" (SWMAA).
(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
(3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement.
(5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
(6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

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

ARTICLE II
GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

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

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

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

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

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

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

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

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

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII
RIGHTS AND PRIVILEGES

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

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act.

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

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

ARTICLE IX
IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

(b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.
(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

_____
County/Municipality

_____
Authorized Representative

_____
Date

_____
Director of GEMA-Homeland Security or
Authorized Representative

_____
Date

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 04.03.11		
Review Committee	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion/Action to consider the recommendation of the review committee to enter into negotiations with R.W. Baird for SPLOST/GO bond underwriting services.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

The review committee consisting of Comrs. Nevil, Thompson, Gibson; staff Couch, Starling, Welch Akins, met last week for final reconciliation. The unanimous recommendation is to enter into negotiations with RW Baird based on the best written proposal and favorable fees and interview performance.

AGENDA CATEGORY	
(CHECK ONE)	
PRESENTATION	
PUBLIC HEARING	
CONSENT	
NEW BUSINESS	X
UNFINISHED BUSINESS	
OTHER	

FINANCIAL IMPACT STATEMENT

BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQURED?	YES	
	NO			NO	X

ATTACH DETAILED ANALYSIS, IF NEEDED:
Scoring results of RFP:

Factor	BB & T*	Raymond James	RW Baird*	Stephens	SunTrust	Synovus*
Technical Plus Price	43.8	45.25	71.25	50.24	29.5	40.25
Reference	9		9			9
Interview Score	20		18			14
Total Score	72.8	45.25	108.25	50.24	29.50	63.25

- Denotes interview finalists.

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	W
DATE		DATE		DATE		DATE		DATE		DATE	3.27.12

COMMISSION ACTION AND REFERRAL

APPROVED		DATE TO BE RETURNED TO AGENDA:
DENIED		NOTES:
DEFERRED		

Revised: 01.01.07, MAC