



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**05.17.2016  
Estimated Time: 45 Minutes  
North Main Annex Community Room  
Statesboro, Georgia  
8:30 AM**

Meeting Function: **Board of Commissioners** Type of Meeting: **Regular Meeting**

Meeting Chair: **Chairman, Garret Nevil (Presiding)** Recorder: **Clerk of the Board, Olympia Gaines**

Parliamentarian: **County Attorney, Jeff Akins** Ex-Officio: **Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland Chief Financial Officer; Kristie King, Chief Accountant; Cindy Steinmann Management Analyst; Chief Christopher Ivey; Bob Hook, Building and Facilities Maintenance Director; Kathy Boykin, Statesboro Airport Director; Kirk Tatum, County Engineer; Chief Deputy Jared Akins**

**General Business Agenda**

<b>ITEM</b>	<b>RESOURCE PERSON/FACILITATOR</b>	<b>TIME</b>	<b>REFER</b>
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Simmons	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman Nevil	8:36 AM	
Public Comments	Audience	8:38 AM	
Public Comments from Lynn Kever		8:40 AM	
Presentation		8:45 AM	
Tanker Shuffle Operation & Long Hose Lay Deployment	Skip Starling		
Consent Agenda	Chairman	8:55 AM	
To approve the minutes of the Regular Meeting held on May 3, 2016 and the Special Called Meeting held on May 6, 2016	Clerk of the Board		Tab A
To approve replacement of roof panels and add insulation to Hanger #3	Building & Facilities/Airport		Tab B
To approve purchase of football Helmets from Hobbs Sporting Goods, Ridell and Bolt Athletics	Parks and Recreation		Tab C
To approve the purchase of (1) John Deere Pro Gator with HD200 Select Sprayer	Parks and Recreation		Tab D
To approve the purchase of (2) John Deer Gators	Parks and Recreation		Tab E
To approve the 3 year lease bid for the lease of 4- John Deere 5gang reel mowers	Parks and Recreation		Tab F
To authorized the CEO to sign the Statewide Mutual Aid Agreement	Public Safety EMA		Tab G
To approval of Sponsorship Agreement with AT&T Mobility,	Recreation/Legal		Tab H

LLC			
New Business		9:00 AM	
Discussion and/or Action: to approve an emergency contract With Gregory Bridge Co. for repairing the bridge on Cypress Lake Road at Wateringhole Branch	Engineering		Tab I
Commission and Staff Comments	Chairman Nevil, et al.	9:05 AM	
Adjourn	Chairman Nevil	9:10 AM	
<b>Additional Information:</b> None			
Background information in Board packets.			

May 3, 2016  
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. He gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Ethridge. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Accountant Kristie King, Zoning Administrator Randy Newman, Solid Waste Director Fred White, Management Analyst Cindy Steinmann, Transportation Director Dink Butler, Public Safety Director Ted Wynn, Purchasing Manager Faye Bragg, Coroner Jake Futch, Sergeant Jimmy Billings, Chief Deputy Jared Akins, Sheriff Lynn Anderson, and County Engineer Kirk Tatum.

Chairman Nevil stated the first item of business was the approval of the Zoning Agenda. Commissioner Mosley offered a motion to approve the Zoning Agenda as presented. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman stated Bonnie Grist submitted an application for a conditional use for a salvage yard. The property is located on US Highway 301 South, parcel number MS3400006 00. Wes Lee acted as agent. There was one person signed up to speak on the request (See Exhibit #2016-39). Mr. Lee stated that he and his partners would like to turn what was previously the Stubbs Metal and Wrecking Yard into a used auto parts store. He provided a brief background of the formation of his business. Mr. Lee stated he and the other partners took over the Stubbs Metal and Wrecking Yard in late March of 2013. He stated they have grown out of their current location and have shifted their business focus to include salvage parts. He would like to construct

a metal building with an eight (8) foot metal fence, with available parking in the front of the building.

Mr. Lee stated they currently lease 22 acres from the Stubbs family, but only use about 4 of those acres. He stated they have worked to get previous environmental issues into compliance and have not had any citations since they have taken over. Jeanmarie Deloach expressed her concerns with the approval of the request and how it would affect the community overall. She stated she is concerned that the request is contradictory to the County's Comprehensive Plan for land use. She presented pictures for the Board of Scrap Partners' other locations in Metter, Jesup, and Cordele, Georgia and of Aiken, South Carolina to give a perspective of how the salvage yard would look.

Mr. Lee stated that he and his partners are looking to bring a business that is similar to auto part stores such as Advance Auto or LKQ in Savannah. He stated the business would have a uniform presence similar to surrounding businesses. Both Commissioner Thompson and Commissioner Rushing referenced how the request could interfere with the City of Statesboro Blue Mile plan and the goals they are promoting. Mr. Lee stated that they have looked at other locations, but have not been able to find something that fits what they need. After some discussion, Commissioner Thompson offered a motion to table until the next meeting on June 7, 2016. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for changes or modifications to the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented. Commissioner Simmons offered a motion to approve the General Agenda as presented. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for public comments from the audience at large or in writing. Jill Johns expressed her concerns with the increased speeding on Parrish Road. She stated that she has lost one pet to a super speeder and another pet was recently injured and hospitalized by a super speeder. She stated she has researched various ways to reduce speeding along the road, but

is requesting assistance from the Board for guidance and input into what can be done. Chairman Nevil thanked her for her comments and stated the Board will look into the issue.

Chairman Nevil stated next on the agenda was a presentation concerning a proposal from Joiner-Anderson Funeral Home & Crematory regarding the disposition of the cremains of deceased indigent persons. Bulloch County Coroner Jake Futch made the presentation and stated that he currently has a number of indigent cremains in his office as well as in local funeral homes here in Bulloch County. He stated in lieu of storing the cremains in his office or the offices of local funeral homes, Joiner-Anderson is proposing that the County purchase a mausoleum crypt or columbarium for the current cremains and any future cremains. Mr. Futch stated the crypt would accommodate around 300 cremains. After some discussion, Chairman Nevil asked the Board to review the proposal and asked that Mr. Futch provide additional information on how other counties handle their indigent remains and other alternatives to the crypt. The Commissioners thanked him for his presentation.

Chairman Nevil stated the next item on the agenda was the approval of the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on April 19, 2016; (2) to approve the appointment of Alice Holloway to the Aging Advisory Council of the Coastal Regional Commission; (3) to approve Used Tire Recycling/Disposal Agreement with Quality Tires Recycling, LLC (See Exhibit #2015-40); (4) to approve Easement to Georgia Power Company (See Exhibit #2016-41); (5) to approve Right-of-way Agreement with Stephan Paul Hutchins (See Exhibit #2016-42); (6) to approve Right-of-way Agreement with Merville M. Cumberbatch (See Exhibit #2016-43); (7) to approve Lease Agreement with Pineland Mental Health (See Exhibit #2016-44); (8) to approve Resolution authorizing acceptance of roads in Talon's Lake and The Landings at Talon's Lake Subdivisions (See Exhibit #2016-45); (9) to approve Right-of-way Mowing and Spraying Contract award to Jimmy Haire in the amount of \$139,156.50 (See Exhibit #2016-46).

Commissioner Thompson offered a motion to approve the Consent Agenda as presented. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion and/or Action to approve an Intergovernmental Agreement with Bulloch County School District for

School Resource Officers (SROs). Chairman Nevil called on Chief Deputy Akins to initiate discussion on the matter. Chief Deputy Akins stated the Sheriff's Department and Board of Education (BOE) had been in discussion concerning the need for resource officers within the schools and have been able to construct an agreement that is mutually beneficial to the Sheriff's Department and the BOE. He stated the purpose of the SRO program is to provide resources and support for the school districts, students, teachers, and staff in law enforcement related matters. Chief Deputy Akins stated the SRO's assignment will be determined by the BOE and the SROs will also attend extracurricular activities after the regular school day both at school and at out of town events. Anytime the school district is not in regular academic session, each SRO will report to the Sheriff's office and perform duties assigned by the patrol division. He stated there will be little cost in the budget and estimates \$20,000 will need to be added to the FY2017 budget, with the school district paying a portion of the cost for the SROs.

After some discussion, Commissioner Thompson offered a motion to approve the Intergovernmental Agreement with Bulloch County School District for School Resource Officers (See Exhibit #2016-47). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments from the commissioners and staff. The commissioners thanked everyone for attending the meeting, the staff for all they do, and the citizens for their comments and input. They congratulated Ms. Phyllis Thompson and the Blue Mile Team for their advancement in the America's Best Communities Competition and the finalist award of \$100,000. Commissioner Gibson thanked Mr. Futch for his presentation and stated the Board will look into the proposal. Commissioner Rushing stated that he is glad that the Ag Arena is moving along and is happy about the new recycling center to be placed on Union Church road. Commissioner Simmons and Commissioner Ethridge expressed appreciation for Bulloch County and the community. Sheriff Anderson stated his department will address speeding issues and work with Mrs. Johns to find a solution.

Mr. Couch informed the Board of a potential Special Called Meeting to discuss the stop loss insurance for the Employee Health Plan and a MOU for an economic development project to be scheduled on Thursday or Friday of this week depending upon receipt of the information. Mrs. Jennifer Durham, Regional Director of Statesboro Regional Library shared a calendar of

events for the upcoming months and notified the Board of upcoming vacancies on the Library Board of Trustees.

Hearing no further comments from the Commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Gibson offered a motion to adjourn the meeting. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Ethridge, Commissioner Thompson, Commissioner Simmons, and Commissioner Mosley all voting in favor of the motion.

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

May 6, 2016  
Statesboro, GA

### Special Called Meeting

The Board of Commissioners met for a called meeting at 12:00 pm in the Community Room of the North Main Annex. Chairman Nevil called the meeting to order and welcomed staff. He gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Thompson, Commissioner Simmons, Commissioner Mosley, Commissioner Gibson, Commissioner Ethridge, and Commissioner Rushing. The following staff were present: Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Management Analyst Cindy Steinmann, Chief Accountant Kristie King, and Chief Deputy Jared Akins.

Chairman Nevil asked for changes or modifications of the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented. Commissioner Mosley offered a motion to approve the General Agenda as presented. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Ethridge, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil called for public comments from the audience at large or in writing. Hearing none, he stated the first item under New Business was for Discussion and/or Action to approve a Memorandum of Understanding for an economic development project. Mr. Couch began discussion on the matter. Mr. Couch stated the memorandum of understanding pertains to Project Greyhound. He provided a brief analysis of the project by county staff to include performance metrics in which Project Greyhound is estimated to bring in a minimum of forty (40) full time jobs, a \$ 12 million capital investment, and an average wage of \$15.80 per hour for full time jobs. Project Greyhound will be located on 31.176 acres in Gateway Industrial Park Phase II, north –northeast of Great Dane, and will generate an estimated \$59,232 in annual real and personal ad valorem taxes by year three of its operation.

Mr. Couch asked Benjy Thompson, executive director of the Development Authority of Bulloch County, and Steve Rushing, attorney for the Authority, to explain additional aspects of

the MOU and Project Greyhound. Mr. Thompson stated the Authority was contacted initially in December 2015 concerning the project. The Company visited Statesboro in January 2016 and was pleased with what they saw. He stated the Company has committed to providing a minimum of 40 full time jobs and a capital investment of \$12 million, but he believes they will exceed this threshold. Mr. Thompson stated that Gateway Boulevard will have to be extended. He stated the Company would like to start in the fall of 2016. Mr. Thompson stated the Authority will apply for a One Georgia grant to pay for necessary costs in connection with the extension of Gateway Boulevard; however, if the grant is insufficient to cover the total cost, the Authority has agreed to pay the first \$100,000. If the grant is not awarded, the County will build a narrower road with the Company paying the first \$100,000 in costs and the County being responsible for any costs in excess of \$100,000. Mr. Thompson also stated the County will apply for an EIP grant to construct a rail spur. If the grant is insufficient to cover costs of the rail spur, or if the grant is not awarded, the Company will pay the first \$100,000 in excess costs, the County/Authority will pay the next \$110,000 in excess costs, and the Company will pay any additional costs above that amount for the rail spur.

Mr. Rushing stated that incentives have been built into the agreement and the Company is committing to 40 full time jobs and capital investment of \$12 million. He stated in the event the anticipated jobs and investment do not fully materialize, the Company will be subject to the provisions regarding force majeure. After some discussion, Commissioner Thompson offered a motion to approve the memorandum of understanding for Project Greyhound (See Exhibit #2016-48). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the next item under New Business was for Discussion and/or Action to adopt a resolution to approve stop-loss insurance for the Employee Health Plan. Mr. Couch stated the stop-loss insurance quotations have been received from Reliance Standard, who is the current insurer, and from Nationwide. He stated that Reliance was the lowest and most advantageous proposal, and that premiums would not need to be increased if Reliance's proposal is accepted. After some discussion, Commissioner Ethridge offered a motion to adopt a resolution to approve the stop-Loss insurance for the Employee Health Plan (See Exhibit #2016-49). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner

Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments from the commissioners and staff. Hearing no comments from the commissioners or staff, Chairman Nevil commended the Development Authority in its efforts to provide economic growth and development to the community and thanked Mr. Thompson and Mr. Rushing for their presentations. Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:  Bulloch County Fire	MEETING DATE: 5/17/2016		
	RESOLUTION ATTACHED?	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE:  
  
Tanker Shuttle Operations/Single Class Rating

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:  
  
Skip Starling (Fire Consultant) will discuss a tanker shuttle operation, that can give the county as a whole, A single class rating through ISO.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION	X	BUDGETED ITEM?	YES	X	AMENDMENT REQUIRED?	YES	
			NO			NO	
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT							
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 CI		INITIAL		INITIAL		INITIAL		INITIAL <i>CPA</i>		INITIAL <i>W</i>	
DATE 5-9-16		DATE		DATE		DATE		DATE 5/12/16		DATE 5.12.16	

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:		MEETING DATE: 5/17/2016					
Bulloch County Fire		RESOLUTION ATTACHED?	<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input type="checkbox"/>						
NO	<input type="checkbox"/>						

REQUESTED MOTION OR ITEM TITLE:

Long Hose Lay Deployment (5 Mile District)

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Skip Starling (Fire Consultant) will discuss the need to deploy this tool, in order to lower the insurance rate, in the 5 mile district.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT													
PRESENTATION	X	BUDGETED ITEM?	<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	X	<table border="1"> <tr> <td>AMENDMENT REQUIRED?</td> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	AMENDMENT REQUIRED?	YES	<input type="checkbox"/>		NO	<input type="checkbox"/>
YES	<input type="checkbox"/>														
NO	<input type="checkbox"/>														
AMENDMENT REQUIRED?	YES	<input type="checkbox"/>													
	NO	<input type="checkbox"/>													
PUBLIC HEARING	<input type="checkbox"/>	ATTACH DETAILED ANALYSIS, IF NEEDED:													
CONSENT	<input type="checkbox"/>														
NEW BUSINESS	<input type="checkbox"/>														
OLD BUSINESS	<input type="checkbox"/>														
OTHER	<input type="checkbox"/>														

**APPROVED FOR AGENDA**

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL	CI	INITIAL		INITIAL		INITIAL		INITIAL	JS	INITIAL	
DATE	5-9-16	DATE		DATE		DATE		DATE	5/12/16	DATE	5.17.16

**COMMISSION ACTION AND REFERRAL (Box 9)**

APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA
DENIED	<input type="checkbox"/>	
DEFERRED	<input type="checkbox"/>	NOTES
OTHER	<input type="checkbox"/>	

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

MEETING DATE 5/17/16

**Buildings & Facilities/ Airport**

RESOLUTION ATTACHED? (Box 3)

YES
NO

REQUESTED MOTION OR ITEM TITLE (Box 4)

Replace the roof panels and add insulation to hanger #3

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

AGENDA CATEGORY  
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES	
NO	X

AMENDMENT  
REQUIRED? (7b)

YES	
NO	X

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

X

NEW BUSINESS (6d)

OLD BUSINESS (6e)

OTHER (6f)

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	
INITIAL	<i>[Signature]</i>	INITIAL	<i>[Signature]</i>	INITIAL		INITIAL		INITIAL	<i>[Signature]</i>	INITIAL	<i>[Signature]</i>
DATE	5/2/16	DATE	05/02/16	DATE		DATE		DATE	5/17/16	DATE	5.12.16

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

Parks, Recreation and Community Services

MEETING DATE (Box 2) May 17, 2016

RESOLUTION ATTACHED? (Box 3)

YES	
NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve purchase of football helmets from Hobbs Sporting Goods  
Approve purchase of football helmets from Ridell  
Approve purchase of football helmets from Bolt Athletics

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

See attached.

AGENDA CATEGORY  
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO	X		NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	Will be paid with insurance claim proceeds.					
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL	<i>MR</i>	INITIAL		INITIAL		INITIAL	<i>OB</i>	INITIAL	<i>JG</i>	INITIAL	<i>CC</i>
DATE	<i>5/9/2016</i>	DATE		DATE		DATE	<i>5/12/16</i>	DATE	<i>5/12/16</i>	DATE	<i>5.12.16</i>

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST (Box 1)</b> Statesboro – Bulloch County Parks and Recreation Department – Parks Division	<b>MEETING DATE (Box 2)</b> May 17, 2016		
	<b>RESOLUTION ATTACHED? (Box 3)</b>	YES	NO

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

Approve the purchase of (1) John Deere Pro Gator with HD200SelectSprayer

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

See attached Memo.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>				
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	YES	x	<b>AMENDMENT REQUIRED? (7b)</b>	YES
			NO			NO
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>				
<b>CONSENT (6c)</b>						
<b>NEW BUSINESS (6d)</b>						
<b>OLD BUSINESS (6e)</b>						
<b>OTHER (6f)</b>						

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL	<i>MM</i>	INITIAL		INITIAL		INITIAL	<i>OS</i>	INITIAL	<i>JK</i>	INITIAL	<i>JK</i>
DATE	5/9/2016	DATE		DATE		DATE	5/12/16	DATE	5/12/16	DATE	5.12.16

**COMMISSION ACTION AND REFERRAL (Box 9)**

<b>APPROVED</b>	DATE TO BE RETURNED TO AGENDA
<b>DENIED</b>	
<b>DEFERRED</b>	NOTES
<b>OTHER</b>	

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1) Statesboro – Bulloch County Parks and Recreation Department – Parks Division	MEETING DATE (Box 2) May 17, 2016		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve the purchase of (2) John Deere Gators

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

See attached Memo.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	x	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)							
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

**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	MR	INITIAL		INITIAL		INITIAL	OU	INITIAL	Ja	INITIAL	W
DATE	5/9/2016	DATE		DATE		DATE	5/12/16	DATE	5/12/16	DATE	5.12.16

**COMMISSION ACTION AND REFERRAL (Box 9)**

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: May 17, 2016</b>		
Parks and Recreation- Parks Division	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**  
To approve a 3 year lease for the lease of 4 John Deere 5gang reel mowers.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

<b>AGENDA CATEGORY (CHECK ONE)</b>		<b>FINANCIAL IMPACT STATEMENT</b>					
<b>PRESENTATION</b>		<b>BUDGETED ITEM?</b>	<b>YES</b>	<b>x</b>	<b>AMENDMENT REQUIRED?</b>	<b>YES</b>	
			<b>NO</b>			<b>NO</b>	
<b>PUBLIC HEARING</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b>					
<b>CONSENT</b>	<b>x</b>	Account code 100-62215-52.2320					
<b>NEW BUSINESS</b>							
<b>OLD BUSINESS</b>							
<b>OTHER</b>							

<b>APPROVED FOR AGENDA</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<b>x</b>	<b>YES</b>		<b>YES</b>		<b>YES</b>	<b>x</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<b>x</b>
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL MR</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL OG</b>		<b>INITIAL</b> <i>OG</i>		<b>INITIAL</b> <i>TC</i>	
<b>DATE 5/9/2016</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE 5/12/16</b>		<b>DATE</b> <i>5/12/16</i>		<b>DATE 5/12/16</b>	

<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

MEETING DATE 5-17-2016

**Public Safety EMA**

RESOLUTION ATTACHED? (Box 3)

YES	
NO	<b>x</b>

REQUESTED MOTION OR ITEM TITLE (Box 4)

To authorize the CEO to sign the Statewide Mutual Aid agreement attached. Others that will be authorized in agreement to request assistance in the event of disaster will be Edwin L. Wynn, Jr. Director EMA and Lee Eckles Deputy Director EMA. Chief Financial Officer listed in agreement will be Whitney Richland. Statesboro, Portal, Brooklet, and Register will also execute for their cities and also Authorize County EMA staff to request assistance on their behalf in the event of disaster in their cities. This agreement is required by GEMA and FEMA to be executed and protects those requesting assistance and those assisting. (See attached agreement)

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

County Legal Council has reviewed and approved.

AGENDA CATEGORY  
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	N	AMENDMENT REQUIRED? (7b)	YES	
			NO	A			NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	<b>x</b>	See attached Statewide Mutual Aid Agreement.					
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<b>x</b>	YES		YES		YES		YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
elw INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>OJA</i>		INITIAL <i>[Signature]</i>	
5-11-16 DATE		DATE		DATE		DATE		DATE 5/12/16		DATE 5/12/16	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: \_\_\_\_\_

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

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

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

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

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (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:

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

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V LIMITATIONS

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

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

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

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

#### ARTICLE VI LIABILITY AND IMMUNITY

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

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

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

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

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

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses 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; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

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

#### ARTICLE VIII IMPLEMENTATION

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

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

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

ARTICLE IX  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. 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 X  
VALIDITY

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

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

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

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

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



APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for

\_\_\_\_\_ (county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

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

\_\_\_\_\_  
Chief Executive Officer – Print Name

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>				<b>MEETING DATE (Box 2)</b> May 17, 2016							
Recreation/Legal				<b>RESOLUTION ATTACHED? (Box 3)</b>		YES					
						NO	X				
<b>REQUESTED MOTION OR ITEM TITLE (Box 4)</b>											
Approval of Sponsorship Agreement with AT&T Mobility, LLC											
<b>SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)</b>											
In accordance with the attached agreement, AT&T Mobility, LLC has agreed to pay \$4,000 in consideration for certain sponsorship rights through the Recreation Department. Approval is recommended.											
<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>			<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>								
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>		YES	<b>AMENDMENT REQUIRED? (7b)</b>		YES				
				NO			NO				
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>									
<b>CONSENT (6c)</b>								X			
<b>NEW BUSINESS (6d)</b>											
<b>OLD BUSINESS (6e)</b>											
<b>OTHER (6f)</b>											
<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b> <i>OD</i>		<b>INITIAL</b> <i>Jsa</i>		<b>INITIAL</b>	
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b> 5/12/16		<b>DATE</b> 5/12/16		<b>DATE</b>	
<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>											
<b>APPROVED</b>		<b>DATE TO BE RETURNED TO AGENDA</b>									
<b>DENIED</b>											
<b>DEFERRED</b>		<b>NOTES</b>									
<b>OTHER</b>											

May 12, 2016

AT&T Mobility LLC, a Delaware limited liability company, on behalf of itself and its operating AFFILIATE(S), (hereinafter "AT&T") and Bulloch County Georgia d/b/a Statesboro-Bulloch County Parks and Recreation, a governmental entity in the state of Georgia, located at: P.O. Box 408, Statesboro, GA 30459 ("SBCPR"), enter in to this agreement ("AGREEMENT") for a sponsorship of the Statesboro-Bulloch County Parks and Recreation. SBCPR, and AT&T, each of which may be referred to in the singular as "PARTY" or in the plural as "PARTIES", agree to the following:

#### 1. Definitions:

- 1.1. "AFFILIATE(S)" means an entity that controls, is controlled by, or is under common control with, a PARTY or third party, now known or hereafter in the future during the TERM. For purposes of this definition, AT&T Inc. is not an AFFILIATE of AT&T.
- 1.2. "AT&T COMPETITOR" shall mean all the entities that are engaged in the manufacture, offering, or sale of PRODUCTS.
- 1.3. "AT&T MARKS" shall mean the trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned, controlled or used by AT&T or its AFFILIATE(S).
- 1.4. "LAW(S)" shall mean all applicable laws, including but not limited to all federal, state, and local statutes, ordinances, regulations, orders, codes, decrees, judgments, decisions of any governmental agency or court, regardless of origin, type or jurisdiction.
- 1.5. "MARK(S)" means SBCPR MARKS, AT&T MARKS, and individually and collectively the corporate brand, trademarks, copyrights, trade names, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned or used by a PARTY or third party.
- 1.6. "THIRD-PARTY INCLUSION" shall be defined as the right to incorporate any third-party identification, trademarks, service marks, services, products, or other defining characteristics of retailers, distributors, vendors and/or device manufacturers in or with AT&T's promotional materials.
- 1.7. "SBCPR MARKS" shall mean those trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned, controlled or used by SBCPR or its AFFILIATE(S). SBCPR MARKS available for use by AT&T are provided in Attachment C.
- 1.8. "PRODUCTS" shall be defined as those products and services identified and detailed in Attachment A.
- 1.9. "SPONSORSHIP RIGHTS" shall mean AT&T's rights and benefits outlined in Attachment A.

#### 2. Term and Exclusive Negotiation Period:

- 2.1. This AGREEMENT is effective on April 1, 2016 ("EFFECTIVE DATE") and expires on December 31, 2016 ("TERM").
- 2.2. AT&T shall retain a ninety (90) day period prior to expiration of the TERM for the exclusive negotiation of and extension of the rights and benefits contained herein.

#### 3. Exclusivity, Promotion Rights and Sponsorship Rights:

- 3.1. AT&T shall be the exclusive, in the category of PRODUCTS, sponsor of the Statesboro-Bulloch County Parks and Recreation and SBCPR exclusively, in the category of PRODUCTS, grants and licenses the SPONSORSHIP RIGHTS to AT&T.
- 3.2. SBCPR shall be prohibited from and shall prohibit its agents and AFFILIATE(S) from offering, granting, authorizing, or licensing any rights regarding the Statesboro-Bulloch County Parks and Recreation to an AT&T COMPETITOR.
- 3.3. SBCPR further grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of promotional materials associated with SBCPR MARKS, the Statesboro-Bulloch County Parks and Recreation and the SPONSORSHIP RIGHTS.
- 3.4. Except as otherwise specifically set forth in Attachment A hereto:
  - 3.4.1. SBCPR shall grant AT&T the SPONSORSHIP RIGHTS for the TERM.
  - 3.4.2. All SPONSORSHIP RIGHTS provided to AT&T are AT&T's rights but not AT&T's obligations.
  - 3.4.3. SBCPR shall be solely responsible for and shall bear all costs associated with the initial design, installation, preparation and maintenance of promotions, displays, advertisements and signage provided under this AGREEMENT. AT&T shall bear all costs associated with any modifications to such promotions, video spots, displays, and advertisements and signage during the TERM.

#### 4. Designations and Social Media:

- 4.1. AT&T shall receive official designations as outlined in Attachment B ("DESIGNATIONS"), attached hereto

##### Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

and incorporated by reference in to this AGREEMENT, and any other designations mutually agreed to by the PARTIES. SBCPR grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of DESIGNATIONS.

- 4.2. AT&T has permission to publicize news of this AGREEMENT in its traditional and social media channels on a frequency/schedule agreed to by both PARTIES. SBCPR will agree to support traditional media outreach and share social content on its social channels on a frequency/schedule agreed to by both PARTIES.

**5. Representations and Warranties:**

5.1. SBCPR represents and warrants:

- 5.1.1. That it has the power and authority to enter into this AGREEMENT and that this AGREEMENT is binding. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATE(S) to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
- 5.1.2. It shall comply with all LAW(S) that are in any way associated with SBCPR's performance of its obligations under this AGREEMENT.
- 5.1.3. The execution, delivery, and performance of this AGREEMENT by SBCPR does not and will not result in any violation of any LAW(S).
- 5.1.4. For all materials and content provided by or on behalf of SBCPR to AT&T under this AGREEMENT, SBCPR has obtained all permissions and licenses for AT&T to use such materials and content, including but not limited to AT&T's use in social media posts.
- 5.1.5. There are no contracts, obligations, agreements or understandings with anyone restricting or preventing:
  - 5.1.5.1. SBCPR from performing the obligations contained in this AGREEMENT; or
  - 5.1.5.2. AT&T from using or enjoying its rights under this AGREEMENT.
- 5.1.6. SBCPR is the sole record, legal and beneficial title holder of, or otherwise has sufficient rights in the SBCPR MARKS and has the legal right to license the SBCPR MARKS to AT&T for use in accordance with this AGREEMENT.

5.2. AT&T represents and warrants:

- 5.2.1. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATES to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
- 5.2.2. There are no contracts, obligations, agreements or understandings with anyone restricting or preventing:
  - 5.2.2.1. AT&T from performing the obligations contained in this AGREEMENT; or
  - 5.2.2.2. SBCPR from using or enjoying its rights provided by AT&T under this AGREEMENT.

**6. Rights Fees:**

- 6.1. AT&T agrees to pay SBCPR "RIGHTS FEES" for the rights and benefits described hereunder as follows:

Year	RIGHTS FEES	INVOICE DATES
2016	\$2,000	May 1, 2016
2016	\$1,000	August 1, 2016
2016	\$1,000	October 1, 2016

- 6.2. SBCPR agrees to submit invoices for RIGHTS FEES on or in advance of all INVOICE DATES in accordance with the schedule set, as follows:

To: AT&T  
 1025 Lenox Park Blvd NE, 5<sup>th</sup> Floor  
 Atlanta, GA 30319  
 Attention: Tom Burke – Sr. Marketing Manager Sponsorships

- 6.3. Payment shall be due by AT&T the later of sixty (60) days after the INVOICE DATES or AT&T's receipt of the invoices (the later date being the "DUE DATE"), subject to the following:

- 6.3.1. If the DUE DATE falls on a Saturday, Sunday or holiday, the RIGHTS FEES will be issued the following business day.
- 6.3.2. It may take two to three (2-3) business days after the DUE DATES for the RIGHTS FEES to clear AT&T's bank and to be issued to SBCPR.

- 6.4. Invoices received by AT&T more than six (6) months after the INVOICE DATES are untimely and AT&T

**Proprietary Information**

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has no obligation to pay such invoices.

#### 7. Taxes:

- 7.1. The RIGHTS FEES shall include all taxes except applicable sales taxes imposed upon the right to use all the rights and benefits furnished under this AGREEMENT, which taxes AT&T will pay to SBCPR provided they are added to the RIGHTS FEES as separate items on and at the time the applicable invoice is submitted by SBCPR. The foregoing notwithstanding, SBCPR will not invoice AT&T for taxes where AT&T provides SBCPR with an appropriate exemption certificate. AT&T shall have the right to require SBCPR to contest, at AT&T's expense, any taxes that AT&T deems improperly levied. SBCPR agrees to pay, and to hold AT&T harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of SBCPR, for any reason, to pay any tax or file any return or information required by LAW, rule or regulation or by this AGREEMENT to be paid or filed by SBCPR.
- 7.2. SBCPR must supply AT&T with a valid taxpayer identification number and a completed IRS Form W-9 prior to receiving compensation. If applicable, an IRS Form 1099 will be issued to SBCPR each calendar year for the aggregate value of cash and non-cash compensation received during that calendar year.

#### 8. Intellectual Property:

- 8.1. Subject to the terms and conditions hereunder, each PARTY hereby grants to other PARTY a revocable, non-exclusive, non-transferable, royalty free, fully paid up license during the TERM to use each other's MARKS in connection with this AGREEMENT, as approved by the licensor PARTY solely for the uses and as provided hereunder. A high standard of quality for the MARKS shall be maintained and all uses of the licensor PARTY's MARKS shall conform to the standards set by the licensor PARTY. Licensee PARTY acknowledges and agrees that maintaining the goodwill associated with the MARKS is of substantial importance to the licensor PARTY. All use of the respective licensor PARTY's MARKS and the goodwill generated thereby shall inure to the benefit of the licensor PARTY.
- 8.2. Each PARTY agrees that neither will create a combination MARK consisting of one or more of the other PARTY's MARKS and that all uses of the MARKS will be consistent with the licensor PARTY's standards, graphic guidelines and layout arrangements. Any use of the MARKS that is inconsistent with any terms hereof shall be grounds for immediate cancellation of authorization to use the MARKS. Neither PARTY has the right to register any MARK of the other PARTY or any confusingly similar MARK as a corporate or trade name, domain name, trademark or service mark in any country or territory.
- 8.3. The PARTIES hereby acknowledge each other's rights and interests in their respective MARKS and agree not to claim any right, title or interest in or to the other PARTY's MARKS or to, at any time, challenge or attack the other PARTY's rights in or to its MARKS for any reason whatsoever or assist any third party in so doing. Except as otherwise permitted in this AGREEMENT, no PARTY can use the MARKS of the other PARTY without approval per Section 9. The PARTIES acknowledge that they have no right, title or interest in each other's MARKS, promotional materials or otherwise, and agree that neither PARTY will claim any, in or to any of the other's MARKS or promotional materials, including without limitation advertising and merchandising, produced by the other PARTY hereunder.
- 8.4. If at any time during the TERM, AT&T changes the AT&T MARKS (e.g. corporate name, brand or names of PRODUCTS), both PARTIES will use the new AT&T MARKS in exercising all rights and benefits provided herein.

#### 9. Approval Process:

- 9.1. Each PARTY will submit to the other PARTY for written approval, no less than ten (10) business days prior to anticipated use, any use whatsoever of the other's MARKS, including without limitation in promotional materials, advertisements, banners, etc. in connection with the Statesboro-Bulloch County Parks and Recreation, SPONSORSHIP RIGHTS, and/or DESIGNATIONS
- 9.2. All written requests for consent to use the AT&T MARKS shall be made through one of the following:
  - 9.2.1. Directly [www.brandcenter.att.com](http://www.brandcenter.att.com) or as otherwise directed by AT&T ("BRAND CENTER WEBSITE") if SBCPR is granted access;
  - 9.2.2. AT&T's designated account manager for this AGREEMENT who will submit through the BRAND CENTER WEBSITE or;
  - 9.2.3. AT&T's designated agent who has been granted access to and will submit through the BRAND CENTER WEBSITE.
- 9.3. Notwithstanding the foregoing, AT&T shall have no obligation to obtain approval from SBCPR for use of any promotional materials that incorporate SBCPR MARKS when such promotional materials are used in internal AT&T corporate communications to AT&T employees or agents.
- 9.4. Notwithstanding any other provisions of this AGREEMENT, if approval is required under this Section, no use may be made by one PARTY of the other PARTY's MARKS without the other PARTY's prior written

#### Proprietary Information

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approval. If, however, after ten (10) business days, the receiving PARTY fails to respond to the request to use the receiving PARTY's MARKS, such approval shall be deemed approved.

9.5. Any approval obtained in this AGREEMENT shall not be unreasonably withheld by either PARTY.

**10. Indemnity:**

- 10.1. SBCPR shall at all times defend, indemnify and hold AT&T, its parent(s), directors, officers, employees, AFFILIATES and successors (including, without limitation, advertising and merchandising agencies) harmless from and against any and all liabilities arising out of:
  - 10.1.1. any breach by SBCPR of any warranty, representation, obligation or agreement made by SBCPR herein;
  - 10.1.2. any negligent acts or acts of intentional misconduct;
  - 10.1.3. the death of or injury to any individual at an event or at or around the venue holding an event;
  - 10.1.4. resulting from any use of SBCPR MARKS when such use of SBCPR MARKS has been expressly or impliedly approved by SBCPR; or
  - 10.1.5. the exercise by AT&T of any rights granted hereunder.
- 10.2. AT&T shall at all times defend, indemnify and hold SBCPR, its parent(s), directors, officers, employees, AFFILIATE(S) and successors (including, without limitation, advertising and merchandising agencies) and employees harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees, if any), arising out of:
  - 10.2.1. any breach by AT&T of any warranty, representation, obligation or agreement made by AT&T herein;
  - 10.2.2. any negligent acts, acts of intentional misconduct, or non-performance
  - 10.2.3. resulting from any use of AT&T MARKS when such use of AT&T MARKS has been expressly or impliedly approved by AT&T; or
  - 10.2.4. the exercise by SBCPR of any rights granted hereunder.

**11. Insurance:**

- 11.1. With respect to SBCPR's performance under this AGREEMENT, and without limiting any of its other obligations or liabilities, SBCPR shall at its sole cost and expense maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by LAW:
  - 11.1.1. at all times during TERM and until expiration or early termination of this AGREEMENT, whichever is later, and with respect to any coverage maintained for two (2) years following the TERM (if a "claims-made" policy is maintained, the retroactive date must precede the EFFECTIVE DATE);
  - 11.1.2. procure the required insurance from an insurance company eligible to do business in the State or States in which certain rights and benefits are to be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, or as an alternative SBCPR may obtain the required insurance through participation in the Association County Commissioners of Georgia-Interlocal Risk Management Agency ("ACCG-IRMA"), an interlocal risk management agency for counties established and operating in accordance with Georgia law; and
  - 11.1.3. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. SBCPR shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days (ten (10) days for non-payment of premium) advance written notice of cancellation, non-renewal, or material reduction in coverage, terms or limits to AT&T. SBCPR shall deliver such certificates prior to execution of this AGREEMENT, prior to expiration of any insurance policy required in this Section, and for any coverage maintained on a "claims-made" policy, for two (2) years following the TERM.
- 11.2. The PARTIES agree:
  - 11.2.1. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of SBCPR's liability to AT&T under this AGREEMENT;
  - 11.2.2. that the insurance required under this AGREEMENT does not represent that coverage and limits will necessarily be adequate to protect SBCPR;
  - 11.2.3. SBCPR may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability;
  - 11.2.4. SBCPR is responsible for any deductible or self-insured retention; and
  - 11.2.5. that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to additional insured(s).
- 11.3. The insurance coverage required by this Section includes:
  - 11.3.1. Workers' compensation insurance with benefits afforded under the laws of the state in which certain rights and benefits are to be performed and employers liability insurance with minimum

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limits of one million dollars (\$1,000,000) for bodily injury-each accident; one million dollars (\$1,000,000) for bodily injury by disease-policy limits and one million dollars (\$1,000,000) for bodily injury by disease-each employee (in Ohio, Washington, North Dakota or Wyoming, stop gap employers liability limits not less than one million dollars (\$1,000,000) each accident or disease will be added);

- 11.3.2. Commercial general liability insurance covering bodily injury and property damage with minimum limits of: one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate ; one million dollars (\$1,000,000) per incident for personal injury and advertising, two million dollars (\$2,000,000) products/completed operations aggregate and fire legal liability of three hundred thousand dollars (\$300,000);
  - 11.3.3. Automobile liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limits per accident for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles;
  - 11.4. SBCPR shall provide for AT&T, its AFFILIATES, officers, agents, and employees:
    - 11.4.1. to be included as an additional insured for premises/operations and products/completed operations with primary and non-contributory applicable to any insurance or self-insurance on the commercial general liability and umbrella liability policies);
    - 11.4.2. to be included as additional insured on automobile liability; and
    - 11.4.3. to be provided waivers of subrogation on all required coverages to the greatest extent available under LAW.
  - 11.5. Each PARTY shall waive rights of recovery against the other PARTY.
- 12. Limitation of Liability.** Except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this AGREEMENT, neither PARTY will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this AGREEMENT regardless of whether such liability arises from breach of contract, tort or any other theory of liability. AT&T's participation and responsibility under this AGREEMENT is limited solely to the role of a sponsor and AT&T shall have no responsibility or liability whatsoever outside of that responsibility including the safety of SBCPR'S facilities or the operations for which/where any event(s) take place. Moreover, AT&T's total liability shall be limited to total amounts paid under this AGREEMENT.
- 13. Termination Rights:**
- 13.1. **Breach.** In addition to all rights and remedies available under applicable LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the right, but not the obligation, to terminate the AGREEMENT if SBCPR breaches any provision of this AGREEMENT and such breach is not cured within ten (10) days after receiving written notice of such breach.
  - 13.2. **Other Termination Events.** In addition to all rights and remedies available under the LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the automatic right, but not the obligation, to terminate this AGREEMENT in its entirety and without providing any cure opportunity by providing written notice to SBCPR in the following situations:
    - 13.2.1. SBCPR's executive(s), manager(s), employees or any persons associated with SBCPR, the Statesboro-Bulloch County Parks and Recreation, and AT&T's rights and benefits described herein is arrested or charged with a criminal offense involving moral turpitude or fraud or engages in conduct that brings SBCPR or the Statesboro-Bulloch County Parks and Recreation into public disrepute or which conduct injures the potential commercial success of AT&T and/or of AT&T's PRODUCTS.
    - 13.2.2. SBCPR enters into or publicly announces an agreement with an AT&T COMPETITOR granting AT&T COMPETITOR any rights associated with the Statesboro-Bulloch County Parks and Recreation , events surrounding the Statesboro-Bulloch County Parks and Recreation , or venue(s) for which the Statesboro-Bulloch County Parks and Recreation is held.
    - 13.2.3. SBCPR enters into or publicly announces an agreement to relocate the Statesboro-Bulloch County Parks and Recreation, events surrounding the Statesboro-Bulloch County Parks and Recreation, or venue(s) for which the Statesboro-Bulloch County Parks and Recreation is held.
    - 13.2.4. To the extent there is any change in policy, rule, requirement, or other obligation that SBCPR is subject to, that adversely affects AT&T's benefits and enjoyment of rights under this AGREEMENT.
    - 13.2.5. As permitted in Section 14 (Force Majeure).
    - 13.2.6. SBCPR or the rights to the Statesboro-Bulloch County Parks and Recreation is acquired by an AT&T COMPETITOR.
    - 13.2.7. SBCPR fails to function as a going concern or to operate in the ordinary course of business.
  - 13.3. **Termination.** In the event of a termination or expiration of this AGREEMENT:

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- 13.3.1. Except as may be otherwise provided herein, immediately upon termination or expiration of this AGREEMENT, each PARTY shall cease displaying the other PARTY's MARKS, and AT&T shall cease displaying the SBCPR MARKS in any promotional materials; provided, however, that AT&T shall have a reasonable time period after the end of the TERM or termination of this AGREEMENT, not exceeding ninety (90) days, to remove or obscure (as a preliminary measure) the SBCPR MARKS.
- 13.3.2. Either SBCPR shall immediately return any funds paid to it by AT&T for rights or benefits which have not yet been performed or delivered to AT&T's satisfaction, or AT&T shall immediately pay any funds due SBCPR for such rights or benefits which have been performed or delivered prior to termination which have not yet been paid for by AT&T, as the case may be. AT&T shall also be entitled to any actual costs, expenditures, or like compensation related to any out-of-pocket expenses in money or in kind used in conjunction with its rights afforded under this AGREEMENT that are rendered worthless or unusable due to the early termination.

**14. Force Majeure:**

- 14.1. Neither PARTY shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing PARTY's control and without such PARTY's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes, or lockouts ("FORCE MAJEURE").
- 14.2. If any FORCE MAJEURE condition affects SBCPR's ability to perform its obligations set forth hereunder, SBCPR shall give immediate written notice to AT&T, and AT&T may:
  - 14.2.1. suspend this AGREEMENT or any part thereof for the duration of the FORCE MAJEURE condition in which case SBCPR will offer make-good benefits to AT&T in direct and fair proportion to the SPONSORSHIP RIGHTS and DESIGNATIONS not received by AT&T due to the FORCE MAJEURE condition; or
  - 14.2.2. terminate this AGREEMENT.

**15. Entire Agreement.** This AGREEMENT, including all attachments referenced and incorporated herein constitutes the entire agreement between the PARTIES. As such, this AGREEMENT supersedes all prior communications and agreements related to the Statesboro-Bulloch County Parks and Recreation, and this AGREEMENT shall not be modified except by a writing signed by both PARTIES.

**16. Confidentiality:**

- 16.1. This AGREEMENT is confidential and neither PARTY is authorized to release, or otherwise make public, any details of the terms and conditions of this AGREEMENT except as may be mutually agreed to in writing. The PARTIES acknowledge that the disclosure of confidential and proprietary information could cause the providing PARTY of confidential information or the non-disclosing PARTY of confidential information harm for which an adequate and/or quantifiable remedy would not exist at LAW. Therefore, the providing PARTY of confidential information or the non-disclosing PARTY of confidential information will be entitled, as a non-exclusive remedy, to seek injunctive relief for any breach of this Section.
- 16.2. If either PARTY is required by LAW or legal process (e.g., by interrogatories, requests for information or documents, subpoena, testimony, civil investigative demand or similar process) to disclose any confidential and proprietary information, it will, to the extent not expressly prohibited by the LAW, immediately notify the other PARTY in writing of such requirement, and cooperate with all efforts by the other PARTY to seek an appropriate protective order or to object to such request prior to disclosing any confidential and proprietary information.

**17. Cumulative Remedies.** Except as specifically identified as AT&T or SBCPR's sole remedy, any rights or remedies prescribed in this AGREEMENT are cumulative and are not exclusive of any other remedies to which a PARTY may be entitled to at LAW, in contract, or in equity. Neither PARTY shall retain the benefit of inconsistent remedies.

**18. Governing Law.** The interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Georgia without regard to the conflict of laws thereof. The PARTIES consent to the jurisdiction of the Federal Court for the State of Georgia with respect to the adjudication of any matters arising under or in connection with this AGREEMENT. The Federal Court for the State of Georgia shall have sole jurisdiction of any controversies regarding this AGREEMENT. The PARTIES waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

**19. Assignment.** This AGREEMENT shall be binding upon and shall inure to the benefit of the PARTIES hereto,

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AT&T's AFFILIATES, and their respective successors and assigns. AT&T shall have the right to assign this AGREEMENT to any present or future AFFILIATE, without securing the consent of SBCPR, and AT&T may grant to any such assignee the same rights and privileges that AT&T enjoys hereunder.

- 20. Protection from Ambush Marketing.** The PARTIES agree and acknowledge that AT&T has paid valuable consideration for the rights and benefits contained herein and that any dilution or diminution of said rights and benefits seriously impairs AT&T's valuable rights. Accordingly, in the event an AT&T COMPETITOR attempts to associate its MARKS, products, or services in any way with SBCPR or the Statesboro-Bulloch County Parks and Recreation, SBCPR shall take all action to stop such AMBUSH MARKETING (including but not limited to sending cease and desist notices to the violating party, issuing private and public cease and desist announcements, and filing of appropriate legal actions including but not limited to seeking temporary and permanent injunctive relief) to protect AT&T's rights herein.
- 21. Non-Disparagement.** During the TERM and for two (2) years after the end of the TERM, SBCPR will not and SBCPR will cause its agents, contractors, and other sponsors to not: disparage, criticize, or intentionally initiate negative publicity about AT&T, AT&T PRODUCTS, SBCPR's association with AT&T, or any advertising, promotions, marketing programs or materials of AT&T. This Section shall survive the AGREEMENT.
- 22. Notices.** Any notice pertaining to this AGREEMENT shall be in writing (unless an email address is provided) and shall be transmitted either by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the respective PARTIES at the following addresses as either PARTY may designate in writing to the other PARTY:

If to SBCPR: Bulloch County Georgia d/b/a Statesboro-Bulloch County Parks and Recreation  
P.O. Box 408  
Statesboro, GA 30459  
Attention: Broni Gainous, [bgainous@bullochrec.com](mailto:bgainous@bullochrec.com)

If to AT&T: AT&T  
1025 Lenox Park Blvd NE, 5<sup>th</sup> Floor  
Atlanta, GA 30319  
Attention: Tom Burke, [tb3167@att.com](mailto:tb3167@att.com)

With Copies to: AT&T  
208 S. Akard Street, Room 3316  
Dallas, TX 75202  
Attention: Legal Department – Corporate Sponsorships, [st7559@att.com](mailto:st7559@att.com)

AT&T  
1025 Lenox Park Blvd NE  
Atlanta, GA 30319  
Attention: Ambreen Delawalla, Executive Director – Sr. Legal Counsel, [ad4460@att.com](mailto:ad4460@att.com)

- 23. Offshore Work Prohibited.** There are no services being provided to AT&T under this AGREEMENT from a location outside of the United States.
- 24. Independent Contractors and Work Done by Others.**
- 24.1. The PARTIES are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employment or joint venture between the PARTIES.
- 24.2. Each PARTY's personnel shall be considered solely employees or agents of that PARTY and not employees or agents of the other PARTY.
- 24.3. Where a portion of the work is approved to be subcontracted, SBCPR remains fully responsible for performance thereof and shall be responsible to AT&T for the acts and omissions of any subcontractor. Nothing in this AGREEMENT shall create any contractual obligation or other liability of AT&T to any subcontractor or its employees. SBCPR agrees to bind every subcontractor to terms consistent with the terms of this AGREEMENT.
- 25. Survival of Obligations.** Obligations and rights under this AGREEMENT, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this AGREEMENT (including, but not limited to those in Sections: 5. (Representations and Warranties), 6. (Rights Fees), 10. (Indemnity), 11. (Insurance), 12. (Limitation of Liability), 16. (Confidentiality), 18. (Governing Law), 21. (Non-disparagement),

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25. (Survival of Obligations) will survive the termination, cancellation or expiration of this AGREEMENT.

**26. Execution of Agreement.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the PARTIES to the same extent as that of an original signature. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

**Signature Page to Follow**

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Signature Page

In Witness Whereof, the PARTIES have caused this AGREEMENT to be executed as of the EFFECTIVE DATE

**Bulloch County Georgia d/b/a  
Statesboro-Bulloch County Parks and  
Recreation**

**AT&T Mobility LLC  
By: AT&T Mobility Corporation  
Its Manager**

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

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

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

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

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

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

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

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

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## Attachment A – PRODUCTS

## I. Wireless Services:

- A. **Wireless Services.** Voice, messaging, data (e.g., mobile broadband, wireless broadband, SMS) utilizing any data protocol (e.g., Wireless Application Protocol (WAP, iMode, HTTP, IP)), web browsing, audio and/or video (streaming live, delayed or video/audio on demand) services, and other wireless applications provided through any or all of the following technologies:
1. Global System for Mobile Communications (GSM);
  2. General Packet Radio Service (GPRS);
  3. Enhanced GPRS (EGPRS);
  4. International Mobile Telecommunication – Single Carrier (IMT-SC);
  5. Code Division Multiple Access (CDMA);
  6. Evolution-Data Optimized (EV-DO);
  7. Enhanced Data Rates for GSM Evolution (EDGE);
  8. 3GSM, Digital Enhanced Cordless Telecommunications (DECT);
  9. Digital AMPS (IS-136/TDMA);
  10. Integrated Digital Enhanced Network (iDEN);
  11. Enhanced Push to Talk (ePTT)
  12. Universal Mobile Telecommunications Systems (UMTS);
  13. High Speed Packet Access (HSPA);
  14. Evolved High-Speed Packet Access (HSPA+);
  15. Long Term Evolution (LTE/3GPP/4G);
  16. WiMAX (mobile and fixed);
  17. "Wi-Fi" which means local radio frequency commonly known as wireless fidelity; and
  18. Near field communications (NFC) and Radio Frequency Identification (RFID) communications (short-range high frequency wireless communications which enable the exchange of data).
- B. **Other Wireless Services.** Wireless services also includes wireless applications, services, and/or technologies now known or hereafter developed which can be used for voice, messaging, data utilizing any data protocol (e.g., Wireless Application Protocol (e.g., WAP, iMode, HTTP, IP), audio and/or video services and/or applications used in conjunction with mobile communication devices (e.g., mobile phones, smartphones, personal digital assistant, connected cars, notebooks, netbooks, wireless data cards, tablets, electronic readers, wireless tethered devices and Wi-Fi routers receiving a signal from a wireless network). In addition, wireless services also specifically includes any residential (i.e., not business-to-business) connectivity of items wirelessly to a hub via a network or other protocol (i.e., the Internet of Things).

## II. Wireline Services:

## A. Voice:

1. Plain Old Telephone Service (POTS) including traditional local and long-distance (including international long distance) service through Local Access and Transport Area (LATA);
2. Voice over Internet Protocol (VoIP) service;
3. Calling features (e.g., Caller ID, Call Waiting and voice mail);
4. Calling Cards (e.g., cards providing an alternate billing mechanism for calls placed away from home or business; stored-value phone cards, remote memory systems and virtual phone cards);
5. 1-800 services;
6. Conference calling services (including video conference calling services); and
7. Any like features offered with VoIP, or any other transmission medium.

## B. Data Services:

1. The provision of access to the Internet (e.g., wireless data services, high-speed data connections such as private lines, packet, dedicated Internet and enterprise networking services, as well as products such as DSL/broadband, U-verse, dial-up Internet access and Wi-Fi;
2. Enhanced Virtual Private Networks (EVPN);
3. Multi-protocol label switching/asynchronous transfer mode (MPLS/ATM) networks;
4. Private lines using high-capacity digital circuits to transmit from point-to-point in multiple configurations and allows customers to create internal data networks and to access external data networks;
5. Switched transport services using switching equipment to transfer the data between multiple lines before reaching its destination; Dedicated transport services using a single direct line to transmit data between destinations (e.g., Integrated Services Digital Network (ISDN), Dedicated Frame Relay, broadband digital subscriber lines (DSL), digital services and Synchronous Optical Network (SONET)) and dedicated Internet services designed to meet the needs of all types of commercial enterprises, including small and medium sized businesses; and
6. Packet services consisting of data networks using packet switching and transmission technologies, including Frame Relay, asynchronous transfer mode (ATM) and IP connectivity services.

## III. Video and Audio Services:

- A. All subscription and non-subscription based television and other video content delivery services, systems and hardware, including but not limited to cable, wireless, satellite, Internet Protocol Television (IPTV), broadcast, and or video television services (without regard to technology or resolution, i.e., analog and digital video, standard definition and high definition, etc.), Digital Video Recorders (DVR), Internet video streaming (e.g., Netflix) and download services, multi-channel video programming and Video-on-Demand (VOD) technologies and software; and
- B. All transmission of video and audio content and related data, images, graphics, and audio, regardless of the type of facilities used for transmission or distribution, including all types of television, internet and mobile wireless facilities, but excluding satellite or terrestrial radio.

## Proprietary Information

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- IV. **Advertising, Publishing, and Search Engines:**
  - A. Publishing Yellow and White Pages directories;
  - B. Selling directory and Internet-based advertising; and
  - C. Web search engine and web search directories.
- V. **Enterprise/Small Business Services:**
  - A. Managed web hosting providing network, server and security infrastructure as well as built-in data managed storage services, including but not limited to, application performance management services, database management, hardware and operating system management, and secure access to detailed reporting information about infrastructure and applications;
  - B. Security service for business continuity and disaster and enterprise recovery services as well as premise and network based security products;
  - C. Network security consulting services, security integration services, and security outsourcing (excluding consumer antivirus services);
  - D. Network integration services related to the installation of business data systems, local area networking and other data networking offerings;
  - E. Enterprise networking services which provide comprehensive support from network design, implementation and installation to ongoing network operations and management for networks of varying scales, including VoIP services, local area networks, wide area networks, and virtual private networks;
  - F. Customer premises equipment ranging from single-line and cordless telephones to sophisticated digital private bank exchange (PBX) systems;
  - G. Application Development and Deployment and Application Enabled Services;
  - H. Professional Services, including network consulting, network integration activities, network support and maintenance, network operations outsourcing and network operations out-tasking;
  - I. Conferencing and Unified Communications Services;
  - J. ISDN Services, private line services, packet services, Ethernet, managed IP services, content delivery networks; and
  - K. Any consulting services associated with products and services referenced in this Section **Error! Reference source not found.**
- VI. **Cloud Computing.** Cloud computing through any combination of services, including but not limited to infrastructure, platform, software and storage.
- VII. **Monitoring/Security:**
  - A. Security monitoring services and equipment, including, but not limited to, remote monitoring, lighting, cameras, sensors, software, and technology for interactive monitoring and/or automation of security and home related services.
  - B. A safety or security system for energy management/smart grid applications for remote medical and aging in place solutions, and applications related to the services or applications described in this Section **Error! Reference source not found.**
- VIII. **Mobile Payment Systems.** Mobile commerce platforms and mobile wallet applications that enable a person to use a Wireless Device to complete transactions through one or more payment networks and mobile commerce networks, including the use of credit and debit cards, offers, reward and loyalty cards, or other transactions including tickets and transit passes.
- IX. **Data Analytics.** The ability to collect, store, analyze and visualize data for marketing or analytical purposes, including, but not limited to: customer insight platforms; analytic reports and insights; audience measurement tools and platforms; social intelligence; advertising services; predictive modeling; customer service performance and improvement; and network management and improvement.
- X. **Devices.** All equipment, including mobile devices, used in conjunction with the products and services identified in this **Error! Reference source not found.**
- XI. **Other Services:**
  - A. Public communications (pay phones);
  - B. Directory and operator assistance services.
- XII. **Incorporation of Future Products.** The PARTIES acknowledge that the products and services listed herein are part of an evolving and dynamic industry which may in the future be recognized as including capabilities, applications and functions beyond those identified herein. The PARTIES therefore agree that the definition of PRODUCTS will be liberally construed and will be deemed to include future technologies, capabilities, applications, and functions that may arise in the future and that are understood to be part of the industry in which AT&T products and services participate.

**Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

**Attachment B – SPONSORSHIP RIGHTS**

**I. Sponsorship Rights/Benefits:**

**A. Events**

1. Disc Golf Course Tee Sponsor
2. Youth Basketball Team Sponsor
3. Splash in the Boro Waterpark Radio Advertising
4. ArtsFest Community Event Sponsor
5. Fall Kickoff Football/Soccer Season Opener – Title Sponsor (September 2016)
6. Trick or Treat at Mill Creek – Co-Sponsor (October 28, 2016)

**B. Disc Golf Course Tee Sponsor**

1. AT&T MARK on a 6"x9" rectangle sign that will be mounted just below the map on the tee box.

**C. Youth Basketball Team Sponsor**

1. AT&T's name on team's jersey.
2. Team listed on the [www.bullochrec.com](http://www.bullochrec.com) website and included in all marketing of scores, standings, etc.
3. Team plaque to place at business location.
4. AT&T recognized at the start of each game over the PA system.

**D. Splash in the Boro Radio & TV PSA Advertisements**

1. AT&T's commercial of choice will be broadcast throughout the Summer Season (May – September 2016).
2. AT&T's radio advertisement of choice will run two hundred fifty (250) times during the season (dates and times to be mutually agreed upon).
3. AT&T will receive ten (10) single-day entry tickets to the waterpark.

**E. Youth Baseball Tournament at Mill Creek Park**

1. AT&T will receive one (1) table and two (2) chairs as booth space at the April Showers and Bash in the Boro, youth baseball tournament to promote products and hand out information about AT&T.
2. AT&T's MARK will be included in all marketing and promotional materials.
3. AT&T will be included on the tournament website page on [www.bullochrec.com](http://www.bullochrec.com).

**F. ArtsFest Community Event Sponsor**

1. AT&T will be named in press release as a Silver Sponsor, AT&T's name/MARK promoted through social media regarding event and will be named several times during event announcement.
2. AT&T's name listing on the event t-shirt.
3. AT&T's name on official ArtsFest website.
4. AT&T's name on the ArtsFest map that will be distributed during the event.

**G. Football Bowl Game**

1. AT&T's name on bowl game title (i.e., AT&T Bowl Game).
3. AT&T's name on team's t-shirts that are provided to each team member.
4. AT&T's bowl game name in all marketing of bowl game schedules.
5. AT&T will receive two (2) sponsor t-shirts with bowl game name/teams.

**H. Trick or Treat at Mill Creek**

1. AT&T will receive one (1) table and two (2) chairs to use as booth/marketing space for the Trick or Treat at Mill Creek.
2. AT&T MARK will be included in all marketing materials and media articles for the Trick or Treat at Mill Creek (AT&T approved content).
3. AT&T will be included on the Trick or Treat website page on [www.bullochrec.com](http://www.bullochrec.com).
4. AT&T name and/or MARK will be included in all advertisements for the Trick or Treat at Mill Creek including print, radio, tv, web, etc.

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**Attachment C – DESIGNATIONS**

- I. "AT&T, Official/Proud/Exclusive/Preferred Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- II. "AT&T, Official/Proud/ Exclusive/Preferred Wireless Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- III. "AT&T Mobility/Wireless, Official/Proud/Exclusive/Preferred [Communications/Wireless/Mobile Services] Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- IV. Any other DESIGNATIONS mutually agreed upon by the PARTIES.

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**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) May 17, 2016					
Engineering		RESOLUTION ATTACHED? (Box 3)	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES							
NO	X						

REQUESTED MOTION OR ITEM TITLE (Box 4)

Request that the Board approve an emergency contract with Gregory Bridge Co. for repairing the bridge on Cypress Lake Rd at Wateringhole Branch.

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

On May 4, 2016 GDOT bridge inspectors found that the soil beneath the easternmost approach slab had eroded/washed away leaving no base support under the concrete. GDOT requested that the county close the bridge until repairs could be made.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)											
PRESENTATION (6a)		BUDGETED ITEM? (7a)	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X	AMENDMENT REQUIRED? (7b)	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES													
NO	X												
YES													
NO	X												
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)											
CONSENT (6c)		See attached sheet.											
NEW BUSINESS (6d)	X	We have asked for financial assistance from GDOT emergency LMIG funds.											
OLD BUSINESS (6e)													
OTHER (6f)													

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	
INITIAL	VT	INITIAL		INITIAL	CS	INITIAL	CS	INITIAL	JA	INITIAL	CS
DATE	05/11/2016	DATE		DATE	5.11.16	DATE	5.11.16	DATE	5/12/16	DATE	5.12.16

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

## Memorandum

To: Tom Couch

From: Kirk Tatum *KT*

Subject: Repair Estimate from Gregory Bridge Co. – Cypress Lake Bridge

Date: May 11, 2016

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The following is the estimate from Gregory Bridge Co. to repair the erosion/scour damage under the bridge:

		<u>Extension</u>
<b><u>Mobilization</u></b>	\$15,000	\$15,000
Includes labor, equipment and materials to shore up and prepare to pump Flowable Fill		
<b><u>Concrete Pump Rental</u></b>	\$1,500/day	\$1,500
<b><u>Cost to pump the Flowable Fill</u></b> +/- 100 CY	\$3.00/CY	\$300
<b><u>Flowable Fill</u></b> +/- 100CY	\$125.00/CY	\$12,500
<b><u>Total Anticipated Cost</u></b>		<b>\$29,300</b>