



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, AUGUST 26, 2024, 8:30 A.M.
REGULAR SESSION, TUESDAY, AUGUST 27, 2024, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session & Special Called Meeting - August 12, 2024 & Regular Session - August 13, 2024
Recommended Action: Approve
Documents:

5. Appointment

- a. South Georgia Regional Library Board
Recommended Action: Board's Pleasure
Documents:

6. Public Hearing

- a. Basic Decorative Street Lighting Districts - The Landings, Ph. 3 and Quarterman Estates, Ph. 4
Sec. 2
Recommended Action: Accept
Documents:

7. For Consideration

- a. Annual Contract Renewal with VSU for Mosquito Identification and Testing
Recommended Action: Board's Pleasure
Documents:
- b. Annual Contract Renewal with the State of Georgia Department of Corrections
Recommended Action: Board's Pleasure
Documents:

8. Reports - County Manager

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

10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Georgia Regional Library Board

DATE OF MEETING: August 27, 2024

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing Members

HISTORY, FACTS AND ISSUES: The terms of Mr. William Booth and Mr. William Kent have expired. Mr. Booth has expressed a willingness to serve a second three-year term. Mr. Kent is not interested in being reappointed. Mr. Malcolm Warren, Mr. George Foreman, Ms. Debra Carruth, and Mr. Phillip Williams have all expressed a willingness to serve on the board.

OPTIONS: 1. Appoint/Reappoint Members
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #174

Date Submitted: 8/14/2024

Date:

8/14/2024

Board/Agency Applying For:

Library Board

Last Name

Warren

First Name

Malcolm

Street Address

City/State/Zip

31602

Phone Number

Email Address

Occupation

Attorney

Professional Experience

Attorney

Knowledge & Skills

Legal and professional

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

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

Extra Activities & Community Organizations

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #175

Date Submitted: 8/21/2024

Date:

8/21/2024

Board/Agency Applying For:

Lowndes County Library Board

Last Name

Foreman

First Name

George

Street Address

City/State/Zip

Valdosta Ga

Phone Number

Email Address

Occupation

Job development coordinator

Professional Experience

Memory updated

Here's your updated professional profile with the inclusion of your honorary doctorate:

Professional Experience

Job Development Coordinator (Current Position)

As a Job Development Coordinator, I work to bridge the gap between job seekers and employers. My role involves developing relationships with local businesses, identifying job opportunities, and creating training programs that equip individuals with the skills needed to succeed in the workforce. I also provide career counseling and support to help individuals achieve their professional goals, ensuring they are well-prepared for the job market.

Director, Choose Now (2018)

As the Director of Choose Now, an extension of Options Now, I led a remarkable turnaround of the program in less than 90 days. My focus was on educating students, teachers, parents, and community leaders about the importance of relationships, education, and leadership, leaving a lasting impact on the community.

Honorary Doctorate

In recognition of my contributions to education, leadership, and community service, I have been awarded an honorary doctorate, underscoring my commitment to making a positive impact.

Degree in Organizational Leadership

Specialization: Christian Counseling

My commitment to education and personal growth led me to pursue this degree, which has enhanced my ability to lead and counsel effectively.

Certification from the Center of Relationship and Education

I have earned certification to teach relationship, leadership, and education classes. This certification has allowed me to make a meaningful impact by imparting valuable insights to students, teachers, parents, and community leaders

Knowledge & Skills

Leadership

Natural gift for leadership demonstrated from a young age.

Proven ability to lead and revitalize programs, such as orchestrating a turnaround for Choose Now in less than 90 days.

Experience in mentoring and coaching emerging leaders through programs like the SMART start masterclass and Champions Corner.

Communication

Effective public speaking skills, evidenced by hosting radio broadcasts, delivering sermons, and ministering across the U.S.

Ability to connect with diverse audiences and inspire through faith-based communication.

Education and Training

Expertise in developing and implementing educational programs for students, teachers, parents, and community leaders.

Certification to teach relationship, leadership, and education classes from the Center of Relationship and Education.

Community Impact

Strategic thinking and administrative excellence in transforming programs to create positive change.

Recognized for impactful community work and philanthropy, including receiving features in local media and awards for humanitarian service.

Personal Development

Commitment to continuous self-improvement and lifelong learning, as demonstrated by pursuing advanced degrees and certifications.

Development of practical principles for leadership and business through the SMART start masterclass.

Faith-Based Guidance

Deep understanding of Christian principles and values, guiding leadership style and personal interactions.

Dedication to empowering individuals through faith, mentorship, and character development.

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

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

Greater Lowndes Valdosta planning commission

Extra Activities & Community Organizations

Leadership Lowndes, South GeorgiaLeads, IMPACT of Valdosta rotary

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #149

Date Submitted: 11/9/2023

Date:

11/9/2023

Board/Agency Applying For:

South Georgia Regional Libraries Board of Trustees

Last Name

Carruth

First Name

Debra

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

University Professor

Professional Experience

Numerous acts of service on university, college, and departmental committees. Current university professor in MLIS (Library and Information Science) at Valdosta State University.

Knowledge & Skills

Leadership, group work, public libraries, community building, trauma-informed care, hobby support for youth

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

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

N/A

Extra Activities & Community Organizations

N/A

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #140

Date Submitted: 7/17/2023

Date:

7/17/2023

Board/Agency Applying For:

LOWNDES COUNTY LIBRARY BOARD

Last Name

Williams

First Name

Phillip

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

Historian/Freelance Researcher/Director of the Wiregrass Region Digital History Project

Professional Experience

I am a published historian and a published librarian. I have a master's degree in history and a second master's degree in library and information science. I have worked as a freelance researcher for hire for over a decade, helping with whatever a contractor needs to be researched and analyzed.

Knowledge & Skills

I have extensive knowledge of computer programs of all sorts. I am thoroughly familiar with the management of libraries, the problems that routinely come up with budgeting, and general business operation problems. I am a long-time patron of our library system.

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

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

Extra Activities & Community Organizations

Lowndes County Historical Society, Phi Kappa Phi,

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Basic Decorative Street Lighting Districts - The Landings, Ph.
3 and Quarterman Estates, Ph. 4 Sec. 2

DATE OF MEETING: August 27, 2024

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Basic Decorative Street Lighting Districts - The Landings,
Ph. 3 and Quarterman Estates, Ph. 4 Sec. 2

HISTORY, FACTS AND ISSUES: This request concerns petitions to add 54 lots of Phase 3 of The Landings Subdivision and 33 lots of Phase 4, Section 2 of the Quarterman Estates Subdivision into the County's basic decorative street lighting district under the Street Lighting Ordinance. For reference, staff has verified that the petitions are ready for Board consideration, including the verification that at least 2/3 of the owners' signatures for the proposed lot additions have been obtained, and testing the financial solvency of the addition. Additionally, notice for the proposed district has been advertised in the VDT and signs have been posted to advertise the public hearing on the petition. The current charge for the basic decorative street lighting district is \$61.50 per lot, per year.

Staff recommends adding the 54 lots of Phase 3 of The Landings Subdivision and 33 lots of Phase 4, Section 2 of the Quarterman Estates Subdivision into the County's basic decorative street lighting district as defined on the petitions into the County's basic decorative street lighting district through approval of the attached amendment to the current Street Lighting Ordinance.

- OPTIONS: 1) Accept
2) Reject
3) Redirect

RECOMMENDED ACTION: Accept

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ORDINANCE

AN ORDINANCE (“FOURTEENTH AMENDMENT”) BEING THE FOURTEENTH AMENDMENT TO THAT CERTAIN ORDINANCE (“STREET LIGHTING ORDINANCE”) CREATING SPECIAL DISTRICTS FOR PROVIDING STREET LIGHTING THEREIN, FOR THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS TO PAY THE COST OF PROVIDING STREET LIGHTING THEREIN, AND FOR OTHER PURPOSES, ADOPTED BY THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY ON MARCH 27, 2018.

WHEREAS, Fleming Williams, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 40 through 80 and 180 through 192 of Phase 3 of The Landings Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment I);

WHEREAS, William Touchton, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 16 through 38 and 51 through 60 of Phase 4, Section 2 of the Quarterman Estates Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment II);

WHEREAS, Notice of the Petitions and the public hearing before the Board of Commissioners at which the Petitions are presented was published in the official legal organ of Lowndes County at least one time no less than ten (10) days prior to such public hearing; and

WHEREAS, the Petitions are found to meet the requirements of the Street Lighting Ordinance for presentation to the Board of Commissioners for its consideration and approval, including without limitation pursuant to Section 7(t) of the Street Lighting Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (“Board of Commissioners”), and it is hereby ordained by authority of the same, including without limitation, pursuant to the lawful authorities cited in the Street Lighting Ordinance, as follows:

1. The Street Lighting Ordinance is hereby amended as follows:
 - a. The Petitions are hereby accepted and approved, the Lots set forth in the Petitions are hereby added to the Basic Decorative Street Lighting District, and such Lots shall receive as of the Commencement Date Basic Decorative Street Lighting pursuant to the terms, conditions and requirements (including without limitation the levy and collection of a special assessment which is a lien against each Lot) of the Street Lighting Ordinance.

- b. To reflect such addition of the Lots set forth in the Petitions to the Basic Decorative Street Lighting District, the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 03/2023” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 08/2024” attached as Attachment III to this Fourteenth Amendment, and the page “Exhibit B - Basic Decorative – South Central Lowndes County 2 – Revised 03/2023” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – South Central Lowndes County 2 – Revised 08/2024” attached as Attachment IV to this Fourteenth Amendment.
2. Capitalized terms not otherwise defined in this Fourteenth Amendment shall have the same meaning as ascribed to them in the Street Lighting Ordinance, unless the context herein clearly requires otherwise.
 3. The singular and plural in this Fourteenth Amendment each includes the other unless the other is expressly excluded.
 4. Each separate provision of this Fourteenth Amendment is deemed independent of all other provisions herein so that if any portion or provision of this Fourteenth Amendment is declared invalid or unconstitutional by a court of competent jurisdiction, all other provisions therein shall remain valid and enforceable without regard to the section, subsection, paragraph, or part invalidated or held unconstitutional.
 5. All terms, conditions, and provisions of the Street Lighting Ordinance as amended in and by this Fourteenth Amendment are hereby ratified and confirmed and shall remain in full force and effect.
 6. All ordinances and resolutions of the Board of Commissioners, or parts of ordinances and resolutions of the Board of Commissioners, in conflict herewith are hereby repealed.
 7. This Ordinance shall be effective as of the date it is approved by the Board of Commissioners.

IT IS SO ORDAINED, this ___ day of _____, 2024.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: _____
 Bill Slaughter, Chairman

ATTEST: _____
 Belinda Lovern, County Clerk



PETITION FOR ADDITION TO STREET LIGHTING DISTRICT

Basic Decorative Street Lighting District

This Petition is submitted pursuant to Section 6 of the Ordinance Creating Special Districts for Providing Street Lighting adopted by the Board of Commissioners March 17, 2018. Capitalized terms in this Petition have the meaning ascribed to them in the Ordinance.

This Petition is submitted for a proposed Addition to the Basic Decorative Street Lighting District.

Attachment 1 is a plat or map depicting the Lots in the proposed Addition, adjoining Streets, and locations of existing and/or proposed Street Lights in the proposed Addition.

Attachment 2 are Signatories to this Petition. A Petition for an Addition must be signed within 120 days preceding submission by the owners of record of at least 67% of the Lots in the proposed Addition.

Petitioner is authorized to represent each Signatory with regard to the Petition. The County Manager may communicate with each Signatory by communicating with Petitioner who shall be responsible for relaying all communications of the County Manger to each Signatory.

The annual assessment levied by the Ordinance against each Lot in the Basic Decorative Street Lighting District is \$61.50.

Concurrent with submitting a Petition, Petitioner shall pay the County a processing fee of \$200.

The County is not responsible to install or to pay the cost to install Street Lights in the Addition.

Street Lights are installed in the proposed Addition.

Street Lights are not installed in the proposed Addition.

_____ will install the Street Lights.

_____ will pay the cost to install the Street Lights.

Petitioner:

Signature

Fleming Williams

Printed Name

8-22-2024

Date

3851 Kinderbou Forest

Mailing Address

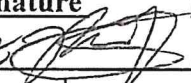
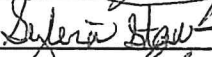
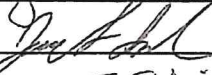
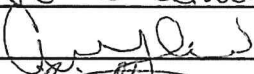
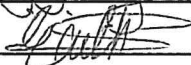
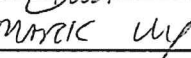
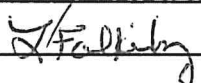
229-561-7503

Telephone

flemingwilliams22@yahoo.com

Email

The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

<u>Printed Name</u>	<u>Signature</u>	<u>Street Address/Lot #</u>	<u>Daytime Telephone #</u>	<u>E-Mail Address</u>	<u>Date Signed</u>
Vanessa Fernandez		39105 Landings Cir.	818-741-0179	vfernandez10211@gmail	6/11/24
Sylvia Staab		3961 Landings Cir.	678-446-4364	S-LittleAbel@aol.com	6/11/24
Benjamin Schoon		3977 Landings Cir	530-513-2852	bjschoon@gmail.com	6/11/24
Janet Schiavo	J. Schiavo	3973 Landings Cir	813-468-4114	schivano	6/11/24
Ashley Everett		3964 Landing Cir	814-249-5509	ashleyfranklin96@gmail.com	6/11/24
Charl Oberdor		3919 Landings Cir	(904)735-7493	oberdor1988@gmail.com	6/11/24
CHRISTOPHER MARK WY		3968 Landings Cir	229-281-4992	mark32767.cmv@gmail.com	6/11/24
Luanne Falkenburg		3969 Landings Cir	786-519-6635	luanneblueeyes@gmail.com	6/12/24

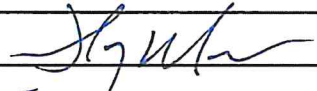
FLDPW, LLC		See attached	229 561 7503		6/12/24
	Fleming Williams, Manager	Exhibit "A".			

EXHIBIT "A"

38 Phase 3 lots owned by TLDPW LLC (Fleming Williams, Manager)

Lot 40	0071 722	3997 Landings Cir
Lot 41	0071 723	3993 Landings Cir
Lot 42	0071 724	3989 Landings Cir
Lot 43	0071 725	3985 Landings Cir
Lot 44	0071 726	3981 Landings Cir
Lot 52	0071 734	3949 Landings Cir
Lot 53	0071 735	3945 Landings Cir
Lot 54	0071 736	3941 Landings Cir
Lot 55	0071 737	3937 Landings Cir
Lot 56	0071 738	3933 Landings Cir
Lot 57	0071 739	3929 Landings Cir
Lot 59	0071 741	3915 Landings Cir
Lot 62	0071 744	3904 Landings Cir
Lot 63	0071 745	3908 Landings Cir
Lot 64	0071 746	3912 Landings Cir
Lot 65	0071 747	3916 Landings Cir
Lot 66	0071 748	3920 Landings Cir
Lot 67	0071 749	3924 Landings Cir
Lot 68	0071 750	3930 Landings Cir
Lot 69	0071 751	3936 Landings Cir
Lot 70	0071 752	3940 Landings Cir
Lot 71	0071 753	3944 Landings Cir
Lot 72	0071 754	Landings Cir
Lot 73	0071 755	Landings Cir
Lot 80	0071 762	3990 Landings Cir
Lot 192	0071 763	4505 Samuel Way
Lot 191	0071 764	4509 Samuel Way
Lot 190	0071 765	4513 Samuel Way
Lot 189	0071 766	4517 Samuel Way
Lot 188	0071 767	4521 Samuel Way
Lot 187	0071 768	4525 Samuel Way
Lot 186	0071 769	4529 Samuel Way
Lot 185	0071 770	4533 Samuel Way
Lot 184	0071 771	4532 Samuel Way
Lot 183	0071 772	4528 Samuel Way
Lot 182	0071 773	4524 Samuel Way
Lot 181	0071 774	4518 Samuel Way
Lot 180	0071 775	4510 Samuel Way



PETITION FOR ADDITION TO STREET LIGHTING DISTRICT

Basic Decorative Street Lighting District

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This Petition is submitted for a proposed Addition to the Basic Decorative Street Lighting District.

Attachment 1 is a plat or map depicting the Lots in the proposed Addition, adjoining Streets, and locations of existing and/or proposed Street Lights in the proposed Addition.

Attachment 2 are Signatories to this Petition. A Petition for an Addition must be signed within 120 days preceding submission by the owners of record of at least 67% of the Lots in the proposed Addition.

Petitioner is authorized to represent each Signatory with regard to the Petition. The County Manager may communicate with each Signatory by communicating with Petitioner who shall be responsible for relaying all communications of the County Manger to each Signatory.

The annual assessment levied by the Ordinance against each Lot in the Basic Decorative Street Lighting District is \$61.50.

Concurrent with submitting a Petition, Petitioner shall pay the County a processing fee of \$200.

The County is not responsible to install or to pay the cost to install Street Lights in the Addition.

Street Lights are installed in the proposed Addition.

Street Lights are not installed in the proposed Addition.

_____ will install the Street Lights.

_____ will pay the cost to install the Street Lights.

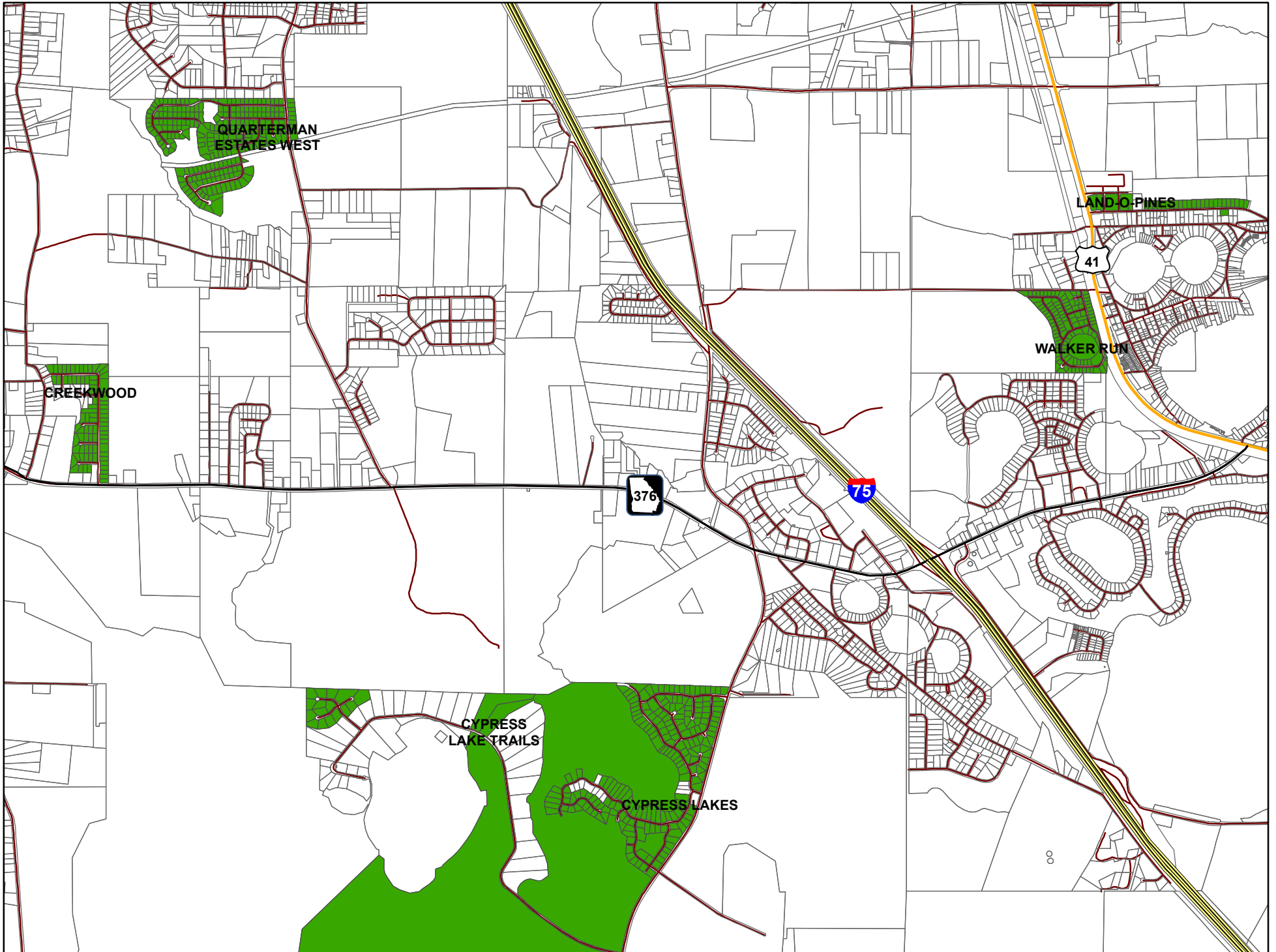
Petitioner: William G Touchton Jr William G Touchton Jr 6-19-24
Signature Printed Name Date

4094 White Water Rd Valdosta 229 561 1253 Wgtouchton@gmail.com
Mailing Address 31601 Telephone Email

Exhibit B - Basic Decorative - North West Lowndes County 2 - Revised 08/2024



Exhibit B - Basic Decorative - South Central Lowndes County 2 - Revised 08/2024



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal with VSU for Mosquito
Identification and Testing

DATE OF MEETING: August 27, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$56,197.58

FUNDING SOURCE:

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

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

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

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made as of the 1st day of July, 2024 by and between THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereafter referred to as the “County”) and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of VALDOSTA STATE UNIVERSITY (hereinafter referred to as “VSU”).

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

WHEREAS, County desires to have VSU perform such Services;

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

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

Section 2. Term of Agreement: This Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement may be extended for additional periods upon written agreement of the parties.

Section 3. Compensation: This is a fixed price agreement. County shall compensate VSU for Services provided in the amount of \$56,197.58. VSU will invoice County in accordance with the Fee Schedule outlined in Attachment 1. County will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to County as an additional cost.

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

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

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

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

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

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

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

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

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

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

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

Section 14. Notices: All notices under this Agreement shall be deemed duly given, upon delivery, if delivered by hand or by electronic means, or three business days after posting, if sent by postage prepaid, Registered or Certified Mail, Return Receipt Requested, to an address set forth below:

COUNTY:

Name: Paige Dukes
Title: County Manager
Address: 327 N. Ashley Street
3rd Floor
Valdosta, GA 31601

Phone: 229-671-2440
FAX: 229-245-5222
eMail: cmanager@lowndescounty.com

VSU:

Name: Elizabeth Ann Olphie
Title: Director
Address: Office of Sponsored Programs &
Research Administration
Valdosta State University
1500 North Patterson Street
Valdosta, GA 31698

Phone: 229-333-7837
FAX: 229-245-3853
eMail: ewolphie@valdosta.edu

Section 15. Applicable Law: This Agreement shall be governed by the laws of the State of Georgia.

Section 16. Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

Section 17. Amendment or Waiver: This Agreement may not be changed, waived, terminated (except as otherwise specified in Section 13), or discharged except in a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

Section 18. Assignment: No party hereto may assign all or any part of its rights or obligations under this Agreement without the prior written consent of the other party hereto; nor may any party subcontract any of its obligations or performance under this Agreement to any third party(ies) without the prior written consent of the other party hereto.

Section 19. Time of the Essence: Time is of the essence with respect to all provisions of this Agreement.

Section 20. Georgia Security and Immigration Compliance Act of 2006: The attached Attachment 2, "Contract Addendum – Georgia Security and Immigration Compliance Act of 2006," is an integral part of this Agreement, and the terms and conditions of which shall be performed and carried out by the parties as its terms provide.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement:

FOR COUNTY:

FOR VSU:

Signature

Date

Signature

Date

Name: Bill Slaughter
Title: Chairman, Lowndes County Board of
Commissioners

Name: Sheri Noviello
Title: Provost & Vice President
Valdosta State University

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal with the State of Georgia
Department of Corrections

DATE OF MEETING: August 27, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$147,954.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for three (3) Work Details
with the Georgia Department of Corrections

HISTORY, FACTS AND ISSUES: The annual contract for three (3) work details with the department of corrections is due for renewal. One (1) detail is assigned to the Engineering Department to meet state requirements for storm water and two (2) details are assigned to the Public Works Department to clean county-owned drainage easements.

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
LOWNDES COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is entered into this 1st day of July, 2024, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Lowndes County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Valdosta State Prison (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2024 through 11:59 p.m. on June 30, 2025 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that the Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.

the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES
Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
- C. **Compensation.** Governmental Entity agrees to pay Department the sum of One Hundred Forty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$147,954.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This

amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.