



BULLOCH COUNTY
BOARD OF COMMISSIONERS
AGENDA • MARCH 21, 2023

Regular Meeting

Honey Bowen Building Multi-Purpose Room

8:30 AM

1 Max Lockwood Drive, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Commissioner Toby Conner

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board Venus Mincey-White

IV. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

V. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Minutes Approval: Tuesday March 7th, 2023 05:30 PM
2. Motion to approve bid from Shea Tractor for purchase of a Compact Excavator
3. Approve LOA with 258th Air Traffic Control Squadron
4. Motion to Approve the Purchase of One Truckload of Polymer Coated and Aluminized Pipe from Cherokee Culvert Company, Inc in the Amount of \$22,619.62.
5. Motion to accept proposal from Coca-Cola to provide beverages for resell at Recreation Concessions (Athletics, Splash in the Boro & Ag Complex)

VI. NEW BUSINESS

1. Resolution Approving Certain Agreements in the National Opioid Litigation

RESOURCE PERSON/FACILITATOR: County Attorney Jeff Akins

2. Motion to Approve the Recognition of Public Works as First Responders in Bulloch County.

RESOURCE PERSON/FACILITATOR: Public Works Director Dink Butler and Administrative Specialist Alexis Knox

VII. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VIII. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al

IX. EXECUTIVE SESSION (PERSONNEL AND POTENTIAL LITIGATION)

RESOURCE PERSON/FACILITATOR: Chairman Thompson and County Attorney Jeff Akins

X. WORK SESSION - BUDGET

XI. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • MARCH 7, 2023

Regular Meeting

Honey Bowen Building Multi-Purpose Room

5:30 PM

1 Max Lockwood Drive, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Chairman Thompson called the meeting to order and welcomed the media and visitors.

II. INVOCATION AND PLEDGE

Commissioner Stringer gave the invocation and Pledge of Allegiance.

Chairman Thompson recognized Boy Scout Troop# 935 and their Merit Badge Coordinator, Assistant Solicitor General, Mrs. Judith Oglesby. Chairman Thompson had them introduce themselves and thanked them for coming.

III. ROLL CALL

Clerk of the Board Venus Mincey-White performed the roll call for the Commissioners.

Attendee Name	Title	Status	Arrived
Ray Mosley	Vice-Chairman	Present	
Anthony Simmons	Commissioner	Present	
Curt Deal	Commissioner	Present	
Roy Thompson	Chairman	Present	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Commissioner	Present	
Toby Conner	Commissioner	Present	

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Planning and Development Director James Pope, Chief Financial Officer Kristie King, Special Projects Manager Randy Newman, County Engineer Brad Deal, Human Resources Director Cindy Mallett, Parks and Recreation Director Eddie Canon, Public Works Director Dink Butler, Deputy EMS Director Brian Hendrix, Fire Chief Ben Tapley, GIS Technician/Address Coordinator Shannon Mixon, Sergeant Randy Weyer, Clerk of the Board Venus Mincey-White

IV. APPROVAL OF GENERAL AGENDA

Chairman Thompson called for a motion to approve the General Agenda as presented.

1. Motion to approve the General Agenda as presented.

Minutes Acceptance: Minutes of Mar 7, 2023 5:30 PM (Consent Agenda)

RESULT:	Approved [Unanimous]
MOVER:	Curt Deal, Commissioner
SECONDER:	Timmy Rushing, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Curt Deal, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner

V. CONSENT AGENDA

Chairman Thompson asked if there was any discussion or modifications to the Consent Agenda. There being none, he asked if we could vote on them collectively.

Motion to approve the Consent Agenda as presented.

RESULT:	Approved [Unanimous]
MOVER:	Anthony Simmons, Commissioner
SECONDER:	Ray Mosley, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Curt Deal, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner

1. Minutes Approval: Tuesday January 31st, 2023 10:00 AM
2. Minutes Approval: Tuesday February 7th, 2023 05:30 PM
3. Minutes Approval: Tuesday February 21st, 2023 08:30 AM
4. Approve Neal's Plumbing & Electric replacement of plumbing in the Bulloch County Correctional Institute dorm bathrooms for \$64,000.00 (See Exhibit# 2023-67).
5. Approve an amendment to the budgets for Fiscal Year 2023 by appropriating amounts in some funds for various activities (See Exhibit# 2023-68).
6. Approve an Easement to Georgia Power Company in Consideration for \$935.00 (See Exhibit# 2023-69).
7. Approve the purchase of new management and reporting software from First Due in the amount of \$27,650.00 for the Bulloch County Fire Department (See Exhibit# 2023-70).
8. Approve the purchase of a Grapple Truck from Solid Waste Applied Technologies, Inc. in the amount of \$278,950.00 (See Exhibit# 2023-71).

VI. NEW BUSINESS

1. Approve and Ratify an Economic Development Agreement by and among the Development Authority of Bulloch County and Joon Georgia, Inc.

County Attorney Jeff Akins stated that the Development Authority of Bulloch County and Joon Georgia, Inc. have entered into an Economic Development Agreement for a local industrial project. Mr. Akins stated that a Memorandum of Understanding for this project was previously approved by the Board of Commissioners on December 6, 2022. Mr. Akins stated that the parties to the agreement have requested that the Board of Commissioners and Board of Tax Assessors acknowledge the Agreement and agree to applicable provisions. He stated that it was necessary to sign the Agreement prior to this meeting in order to meet the deadline for closing on the bonds for the project. He asked that the Board approve and ratify the agreement (See Exhibit# 2023-72).

Motion to Approve and Ratify an Economic Development Agreement by and among the Development Authority of Bulloch County and Joon Georgia, Inc.

RESULT:	Approved [Unanimous]
MOVER:	Timmy Rushing, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner
ABSTAIN:	Curt Deal

2. Discussion and/or Action to Change Road Name from Siggers Road to Nadine Way.

County Attorney Jeff Akins presented a petition requesting the road name change of Siggers Road to Nadine Way. Mr. Akins stated that Section 4-78(g) of the Code of Ordinances requirements have been satisfied. He stated that Jessi Shuman and other family members have requested the name change of the road to honor a family member (See Exhibit# 2023-73).

GIS Technician/Address Coordinator, Shannon Mixon, reiterated County Attorney Jeff Akin's statements, and stated also that it was a private road and family members have asked for the name changes and that she has approved the application.

Motion to approve changing the name of Siggers Road to Nadine Way.

RESULT:	Approved [Unanimous]
MOVER:	Toby Conner, Commissioner
SECONDER:	Curt Deal, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Curt Deal, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner

3. Approve a Change Order in the amount of \$42,232.00 to Lavender & Associates, Inc. for additional work on the North Main Annex renovation/addition project.

Special Projects Manager Randy Newman stated that a Change Order was needed for additional repairs and renovations, deemed necessary, that have been discovered during the ongoing work at the North Main Annex. He stated that the existing stairs and handrails at the building's Planning and Zoning entrance are not code compliant and needed updating. Mr. Newman stated that additional new floor covering was needed on two short sections of hallway because of the worn down and stained conditions of the current carpet.

Motion to approve a Change Order in the amount of \$42,232.00 to Lavender & Associates, Inc. for additional work on the North Main Annex renovation/addition project (See Exhibit# 2023-74).

RESULT:	Approved [Unanimous]
MOVER:	Ray Mosley, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Curt Deal, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner

VII. PUBLIC COMMENTS

Two people signed up to speak (See Exhibit# 2023-75).

Minutes Acceptance: Minutes of Mar 7, 2023 5:30 PM (Consent Agenda)

Cassandra Mikell stated that at the last Commission meeting a Clear Bag policy for Splash in the Boro was discussed. Ms. Mikell stated that she and other concerned mothers and park attendees were opposed to the clear bag policy. She stated that for various reasons, she does not think it is needed, and expressed concern about issues such as harmful toxins released by the plastic material, financial burden of purchasing clear bags, and worry of theft due to items being visible. She asked that the board reverse this policy.

Parks and Recreation Director Eddie Canon stated that staff have looked at various ways to be proactive about safety at Splash in the Boro. He stated that he has heard the public's comments and concerns and that he and staff are looking again to reevaluate and look at other options. He stated that there have not been any incidents, but again wanted to be proactive about safety. He stated that he will come back before the Commission with his findings and recommendations if necessary.

Lawton Sack also stated that he was opposed to the Clear Bag policy. He stated that he looked at other parks in Valdosta, Jekyll Island, and a Six Flags location, and that they are not implementing this policy. He stated that he felt the policy would be burdensome to park attendees.

Commissioner Curt Deal asked Mr. Canon to bring this issue back to the Commissioners prior to the opening of Splash in the Boro.

VIII. COMMISSION AND STAFF COMMENTS

Assistant County Manager Cindy Steinmann presented a calendar for the month of March to Commissioners and Staff including upcoming dates and times scheduled for the Budget Retreat and Budget Work sessions.

County Manager Tom Couch thanked Georgia Southern University for making the Bishop Field House available to the county to hold the Budget Retreat. He also thanked the staff for all the work they have done in preparation for the retreat and working on the budget.

Clerk of the Board Venus Mincey-White reminded Commissioners and Administration of the ACCG Annual Conference to be held in Savannah in April. She asked that anyone planning to attend contact her to get registered.

Chairman Thompson, Commissioner Curt Deal and Commissioner Timmy Rushing commended Boy Scout Troup# 935 for their attendance.

Commissioner Toby Conner stated that he and Department Heads have received numerous calls from citizens praising the County on the conditions of the dirt roads. He commended Department Heads for the work they do and their communication with the citizens.

County Manager Tom Couch thanked the Parks and Recreation Department for their continued support in preparing the facility for the county meetings.

IX. ADJOURN

There being no further discussion, Chairman Thompson called for a motion to adjourn the meeting.

- 1. Motion to adjourn.

RESULT:	Approved [Unanimous]
MOVER:	Timmy Rushing, Commissioner
SECONDER:	Jappy Stringer, Commissioner
AYES:	Ray Mosley, Anthony Simmons, Curt Deal, Roy Thompson, Jappy Stringer, Timmy Rushing, Toby Conner

Chairman

Minutes Acceptance: Minutes of Mar 7, 2023 5:30 PM (Consent Agenda)

Attest:

Venus Mincey-White,
Clerk of the Board

Minutes Acceptance: Minutes of Mar 7, 2023 5:30 PM (Consent Agenda)



**Bulloch County Board of Commissioners
Agenda Item Summary**

**Department Making Request:
Parks and Recreation**

Meeting Date: March 21, 2023

**Requested Motion or Item Title:
Motion to approve bid from Shea Tractor for purchase of a Compact Excavator**

Summary / Background Attach Detailed Summary:

Sealed bids were accepted for the purchase of a Compact Excavator for Recreation Parks and Grounds division. The low bid received was from Shea Tractor in the amount of \$48,500. Bid tabulation attached.

The compact excavator will be used to repair irrigation leaks, install drainage on athletic fields, and grading of numerous projects.

This purchase is budgeted in the FY23 CIP schedule - Project ID PARK07. Approval of this purchase is recommended.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Faye Bragg	Completed	03/10/2023 8:30 AM
Kristie King	Completed	03/10/2023 8:41 AM
Eddie Canon	Completed	03/10/2023 1:10 PM
Tom Couch	Completed	03/12/2023 11:02 AM
Cindy Steinmann	Completed	03/15/2023 2:55 PM
Board of Commissioners	Pending	03/21/2023 8:30 AM



Memorandum

To: Eddie Canon
From: Tony Morgan
Subject: Purchase of Compact Excavator
Date: March 9, 2023

This year the Parks Division was approved to purchase a compact excavator. This excavator will be used to repair irrigation leaks, install drainage on athletic fields, and grading of numerous projects.

On March 8, 2023 the county conducted a bid opening for the compact excavator. Bids were emailed to 3 vendors and put on the Bulloch County's Website on February 23, 2023. Bids were opened at 3:00pm at the North Main Annex in the Purchasing Office on March 8, 2023. Jeffrey Biser, (Shea Tractor), Logan Plymel (Yancey), Cannon Petitjean, Peyton Fuller, and Faye Bragg were present for the bid opening. Five bids were received with Shea Tractor submitting the lowest bid of \$48,500.00.

We have a budget of \$60,000.00 for this piece of equipment. The bid submitted by Shea Tractor meets all specifications therefore it is my recommendation to accept the bid for the purchase of a Kubota KX033-4RIA for \$48,500.00.

Attachment: Compact Excavator 3-21-23 mtg (Compact Excavator Purchase)

MEMORANDUM

Date: March 8, 2023
 To: Tom Couch
 From: Faye Bragg
 Subject: Bid Opening for Parks & Grounds Compact Excavator Bid

Sealed bids were opened in conference room 102 located at 115 North Main Street today at 3:00pm for Parks & Grounds Compact Excavator Bid.

Three (3) bids were emailed on February 23, 2023, as well as being posted on the County’s website.

Five (5) bids were received.

Bidder	Total Bid	Non-Collusion Affidavit	Bidder Declaration
Shea Tractor	\$48,500.00	Yes	Yes
Atlantic Coastal Equip.	\$54,820.00	Yes	Yes
Blanchard Equip.	\$61,000.00	Yes	Yes
Tidewater	\$63,000.00	Yes	Yes
Yancey	\$68,541.00	Yes	Yes

Bid opening attendees: Jeffery Biser (Shea Tractor), Logan Plymel (Yancey), Cannon Petitjean, Peyton Fuller, and Faye Bragg.

Bids were given to Cannon Petitjean for review and presentation to the Board of Commissioners for award.

Attachment: Compact Excavator 3-21-23 mtg (Compact Excavator Purchase)

BID FORM

Make and Model of Compact Excavator being bid:

2023 Kubota KX033-4R1A

Bid price for Compact Excavator being bid:

\$ 48,500.00

Shipping & Handling:

\$ Free Delivery

Grand Total:

\$ 48,500.00

GRAND TOTAL IN WORDS: Forty Eight Thousand Five Hundred

Estimated lead time for delivery: Machine is in stock, 2 weeks after P.O. is issued.

List types and length of warranties: Basic - Standard


2yrs / 2000hrs (Whichever Occurs First) 1yr Rubber Tracks

Company Name: Shea Tractor & Equipment Company

Company Address: 9066 Highway 301 South, Statesboro, Ga 30458

Company Representative: Jeffrey Biser

Title: Ag & Construction Salesman

Signature of Representative: 

Printed Name of Representative: Jeffrey Biser

Telephone Number: Office (912) 259-1050 Cell (912) 682-8525

Fax Number: (912) 259-1055

E-mail Address: jbiser@sheatractor.com

Attachment: Compact Excavator 3-21-23 mtg (Compact Excavator Purchase)

REQUISITION

TO: PURCHASING

BULLOCH COUNTY, GEORGIA

DATE:

3/9/2023

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS							
				NO. 1		NO. 2		NO. 3			
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
1	Compact Excavator with Hydraulic thumb			Shea Tractor	\$48,500.00	Atlantic Coast Equipment	\$52,820.00	Blanchard Equipment	\$61,000.00		
	18" bucket										
	36" bucket										
	Manual quick attach coupler										
	LESS DISCOUNTS										
	PLUS FREIGHT										
	TOTALS				\$48,500.00		\$52,820.00		\$61,000.00		

REQUESTING DEPARTMENT Parks & Recreation - Parks Division	NOTES
ACCOUNT CODE Project ID - PARK07	AWARD TO: Shea Tractor
DEPARTMENT HEAD/DESIGNEE 	(IF NOT LOW QUOTATION STATE REASON)
	PURCHASE ORDER NO.:



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Airport

Meeting Date: March 21, 2023

Requested Motion or Item Title:
Approve LOA with 258th Air Traffic Control Squadron

Summary / Background Attach Detailed Summary:

The 258th Air Traffic Control Squadron wishes to install a temporary tower operations at Statesboro Bulloch County Airport in order to perform live emergency response operations from June 8th to June 13th 2023.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required? NO
Attach Detailed Analysis, If Needed:			
Agenda Item Review and Approval			

Review:

Jeff Akins	Completed	03/09/2023 11:59 AM
Kristie King	Completed	03/09/2023 4:02 PM
Tom Couch	Completed	03/12/2023 11:06 AM
Cindy Steinmann	Completed	03/15/2023 2:55 PM
Board of Commissioners	Pending	03/21/2023 8:30 AM

Statesboro-Bulloch County Airport (KTBR) and 258th Air Traffic Control Squadron (258 ATCS)

LETTER OF AGREEMENT

EFFECTIVE: **Draft**

SUBJECT: Temporary Tower Operations

1. PURPOSE: This letter of agreement (LOA) establishes coordination procedures and responsibilities for air traffic control operations at the Statesboro-Bulloch County Airport (TBR), during Statesboro-Bulloch County Temporary Air Traffic Control Tower (TATCT) operations.

2. SCOPE: The procedures outlined herein are for use in the conducting of ATC operations within Statesboro-Bulloch County TATCT's delegated airspace and controlled movement areas, during TATCT operations.

3. CANCELLATION: This LOA may be cancelled by either party, upon reasonable notice of the other party.

4. RESPONSIBILITIES: The 258th Air Traffic Control Squadron (258 ATCS), Johnstown, PA will set up and operate a TATCT at TBR in June 2023. Controllers will obtain ratings and work live air and ground traffic in accordance with (IAW) applicable FAA and USAF/ANG regulations.

5. PROCEDURES:

a. The TBR airport manager shall ensure a Notice to Airman (NOTAM) is filed, advising all aircraft that a Temporary Air Traffic Control Tower is operating (dates/times) and with the airspace dimensions at the Statesboro-Bulloch County Airport.

b. TBR TATCT shall:

- (1) Provide air traffic services IAW published NOTAM, FAA, and USAF/ANG regulations. The Chief Controller will coordinate with Airport Manager as soon as practical or prior to terminating services in the event that services can no longer be provided.
- (2) Provide separation services to and be responsible for all aircraft in the controlled airspace and controlled movement areas (CMA) of TBR, as defined in the definitions.
- (3) Require aircraft, vehicles and personnel to contact air traffic control prior to accessing the CMA.
- (4) Immediately notify Bulloch County Emergency Services at 911 or (912) 764-8888 in the event of an aircraft emergency and assist emergency responders to the maximum extent possible. Notify the airport manager at (912) 764-9083 (work) or (912) 978-1632 (cell) as soon as practical. The airport manager will determine the continuation or termination of Air Traffic Services, in consultation with the Chief Controller, Frankie Perez (856) 466-1016.

- (5) Inform Airport Manager of any hazards present on airfield.
- (6) Contact Airport Manager if a runway incursion occurs.
- (7) Inform Airport Manager of any incidents involving aircraft or vehicles.

6. DEFINITIONS:

- a. Controlled Movement Area (CMA). The CMA is defined as the runway and taxiways.
- b. Non-Movement Areas (NMA). The NMA are defined as the ramps and hangar areas.
- c. Airspace. The airspace is defined as controlled airspace 2500 feet AGL with a 4 nautical mile radius.

7. PERSONNEL: The Parties to this LOA are the 258 ATCS and Bulloch County d/b/a the Statesboro-Bulloch County Airport. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

8. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this LOA. Each Party may change its point of contact upon reasonable notice to the other Party.

- a. For the 258 ATCS: Chief Controller, Airfield Operations Officer, Benjamin Kaufman (419) 989-9593
- b. For the Statesboro-Bulloch County Airport, Kathy Boykin (912) 764-9083.

9. EXCEPTIONS: Deviations from this agreement shall be permitted only with coordination between the Airport Manager and TATCT Chief Controller.

Roy Thompson
Chairman, Bulloch County Board of Commissioners

Frank J. Shoaf, Lt PAANG
Commander, 258ATCS


FAA ATREP



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request: Public Works	Meeting Date: March 21, 2023
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Requested Motion or Item Title:
Motion to Approve the Purchase of One Truckload of Polymer Coated and Aluminized Pipe from Cherokee Culvert Company, Inc in the Amount of \$22,619.62.

Summary / Background Attach Detailed Summary:
 Purchase of one mixed load of pipe from Cherokee Culvert for \$22,619.62.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Faye Bragg Completed 03/02/2023 4:45 PM

Kristie King Completed 03/03/2023 8:12 AM

There were two requisitions attached, I deleted one that appeared to be attached by mistake (not for this purchase).

Tom Couch Completed 03/15/2023 2:56 PM

Cindy Steinmann Completed 03/16/2023 11:04 AM

Board of Commissioners Pending 03/21/2023 8:30 AM

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	3/2/2023	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Transportation	Department Head	Dink Butler
VENDOR INFORMATION			
Vendor Name	Cherokee Culvert Company		
Street Address	3426 Masseyville Road		
City	Macon		
State and Zip Code	GA 31217		
Phone Number	478-743-9393		
Fax Number			
E-mail or Web Site Address			
<p>Please specifically justify why the items or services to be approved for sole source treatment:</p> <p>This is our only vendor with availability of material.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
X	Other: Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
 _____ Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: SSJ Cherokee 3-2-23 (Purchase of Pipe from Cherokee Culvert Company, Inc)

Order No. 101452-BULLOC

Page No. 1

CHEROKEE CULVERT COMPANY, INC.

03/05/23

BULLOCH COUNTY COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO GA 30458

CORRECTIONAL INSTITUTE
17301 U.S. HIGHWAY 301 N
STATESBORO, GEORGIA
BULLOCH COUNTY

Phone: 912/764-6369 PW

GALVANIZED CORRUGATED STEEL CULVERT
PIPE, WITH 3/3 POLYMER LAMINATE
COATING, REROLLED ENDS, AND LIFTING
HOOKS

3T1601832	16	018	32	3/3 POLYMER --- LAMINATE PIPE 15 - 32' SECTIONS	480.000	22.92	1100	0	
3T1602432	16	024	32	3/3 POLYMER -- LAMINATE PIPE 8 - 32' SECTIONS	256.000	30.12	771	2	
ALUMINIZED TYPE 2 CORRUGATED STEEL CULVERT PIPE, WITH REROLLED ENDS									
AT1601520	16	015	20	ALUMINIZED TYPE 2 PIPE 5 - 20' SECTIONS	100.000	15.96	159	0	
P12015AS	12	015	AS	ADAPTER SLEEVE FOR CONCRETE PIPE	5.000	109.56	54	0	
AT18015LB	18	015	LB	ALUMINIZED TYPE 2 LUG BAND	5.000	15.96	7	0	
P12018AS	12	018	AS	ADAPTER SLEEVE FOR CONCRETE PIPE	5.000	127.20	63	0	
AT18018LB	18	018	LB	ALUMINIZED TYPE 2 LUG BAND	5.000	19.08	9	0	
P12024AS	12	024	AS	ADAPTER SLEEVE FOR CONCRETE PIPE	5.000	165.24	82	0	
AT18024LB	18	024	LB	ALUMINIZED TYPE 2 LUG BAND	5.000	25.22	12	0	

Attachment: Cherokee Culvert 3-2-23 (Purchase of Pipe from Cherokee Culvert Company, Inc)

**** ACKNOWLEDGMENT ****

Subtotal	2261	2
Sales Tax		0
Freight	0.00	
Invoice To		

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 3/2/2023

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS					
				NO. 1		NO. 2		NO. 3	
				Cherokee Culvert Company, Inc					
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
480	18" 3/3 Polymer Laminate Pipe	\$ 22.92	\$ 11,001.60	\$ 22.92	\$ 11,001.60				
256	24" 3/3 Polymer Laminate Pipe	\$ 30.12	\$ 7,710.72	\$ 30.12	\$ 7,710.72				
100	15" Aluminized Pipe 20' Sections	\$ 15.96	\$ 1,596.00	\$ 15.96	\$ 1,596.00				
5	15" Adapter Sleeve for Concrete Pipe	\$ 109.56	\$ 547.80	\$ 109.56	\$ 547.80				
5	15" Aluminized Lug Band	\$ 15.96	\$ 79.80	\$ 15.96	\$ 79.80				
5	18" Aluminized Sleeve for Concrete Pipe	\$ 127.20	\$ 636.00	\$ 127.20	\$ 636.00				
5	18" Lug Band	\$ 19.08	\$ 95.40	\$ 19.08	\$ 95.40				
5	24" Adapter Sleeve for Concrete Pipe	\$ 165.24	\$ 826.20	\$ 165.24	\$ 826.20				
5	24" Aluminized Lug Band	\$ 25.22	\$ 126.10	\$ 25.22	\$ 126.10				
	PLUS FREIGHT								
	TOTALS		22,619.62	X	\$ 22,619.62	X		X	

REQUESTING DEPARTMENT Transportation	NOTES	AWARD TO: <u>Cherokee Culvert Company, Inc</u>
DEPARTMENT HEAD/DESIGNEE Dink Butler	DEPT. ACCOUNT NO.: <u>10042010-531101</u>	(IF NOT LOW QUOTATION STATE REASON) PURCHASE ORDER NO.: _____

Attachment: Requisition- Cherokee Culvert 3-2-23 (Purchase of Pipe from Cherokee Culvert Company,



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Parks and Recreation

Meeting Date: March 21, 2023

Requested Motion or Item Title:

Motion to accept proposal from Coca-Cola to provide beverages for resell at Recreation Concessions (Athletics, Splash in the Boro & Ag Complex)

Summary / Background Attach Detailed Summary:

A Request for Proposal was sent out to beverage vendors in February 2023. Coca-Cola was the only vendor to respond.

Coca-Cola has been the beverage vendor for Mill Creek concessions since it's opening in 1993. They have also provided beverages for Splash in the Boro and the Agricultural Complex since their openings. Coca-Cola has always provided excellent product and service.

This proposal will allow us to continue to serve Coca-Cola products, and to receive \$27,000 in monetary sponsorships during FY23 and FY24. We will also receive \$1,000 of in-kind product donations for events. This is an increase of \$2,300 from the previous proposal, as well as an increase in products for commission in our vending machines.

Coca-Cola has also provided us with the opportunity to have customizable signage made to be placed at our facility at no additional cost to us.

The agreement would be in effect for an initial term beginning April 7, 2023, and ending on April 6, 2024. After the initial term, the agreement may be renewed for up to two (2) successive one (1) year periods. (April 7, 2023 through April 6, 2026 - including each renewal term).

Approval of this agreement is recommended.

Reference ID 1208, 1745, 1953 (prior proposals/contract renewals)

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins	Completed	03/15/2023 1:14 PM
Kristie King	Completed	03/15/2023 2:31 PM
Tom Couch	Completed	03/15/2023 2:55 PM
Cindy Steinmann	Completed	03/16/2023 11:04 AM
Olympia Gaines	Pending	
Eddie Canon	Completed	03/16/2023 11:22 AM
Board of Commissioners	Pending	03/21/2023 8:30 AM

BEVERAGE AGREEMENT**Parties:****BOTTLER:**

Coca-Cola Bottling Company United - East, LLC
d/b/a Statesboro Coca-Cola Bottling Company

ACCOUNT:

Statesboro-Bulloch County Recreation and Parks

The parties hereto are entering into this agreement (the “**Agreement**”) because the Account wishes to grant to Bottler, and Bottler wishes to obtain, the exclusive rights set forth herein. In consideration of the premises and the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth below:

- (a) “**Agreement Year**” means each twelve-month period during the Term beginning on the Effective Date (as defined in Section 2).
- (b) “**Approved Cups**” means disposable cups approved by Bottler from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Bottler all of which shall prominently bear the trademark(s) of Products on all of the cup surface. (Needed with Permitted Exceptions if the customer has fountain)
- (c) “**Beverages**” means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, “flavor enhancers”, “liquid water enhancers”, and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages.
- (d) “**Competitive Products**” means all Beverages which are not Products.
- (e) “**Concessionaire**” means any current or future third-party food or beverage service provider under agreement with Account at the Facility that directly or indirectly relate to the sale or service of Beverages.
- (f) “**Facility**” or “**Facilities**” means the entire premises of all locations owned or controlled by Statesboro-Bulloch County Recreation and Parks, including all currently existing and future buildings, and includes, without limitation, the grounds, parking lots, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets and dining facilities.
- (g) “**Freestyle**” means a fountain dispenser that combines ingredients (microdosed beverage components, beverage mixes and flavors stored in cartridges and nutritive and non-nutritive sweeteners stored in bag-in-boxes and/or cartridges) to create a wide variety of branded fountain beverages.
- (h) “**Products**” means Beverages purchased, or available for purchase directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

Attachment: Coca-Cola Beverage Agreement 3-21-23 mtg (Coca-Cola Proposal)

- (i) **“Unattended Retail Services”** the provision and sale of Beverages, fresh brewed beverage(s), prepackaged food, snacks, and/or sundries through self-service kiosks, which permit sales directly to the consumer at the Facility without person-to-person interaction.
2. **Term.** This Agreement shall be in effect for an initial term beginning April 7, 2023, and ending on April 6, 2024 (“Initial Term”). Thereafter this Agreement may be renewed for up to two (2) successive one (1) year periods, beginning each April 7th and ending each April 6th, (each, a “Renewal Term”). As used herein, the capitalized word “Term: shall mean the time period beginning April 7, 2023 and ending April 6, 2026, including each Renewal Term.
3. **Advertising Rights.**
- (a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facility and (ii) in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.
- (b) Bottler will have the exclusive right to advertise the Products as the “official” or “exclusive” soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility.
- (c) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility (“**Account Marks**”) in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler’s other accounts.
- (d) Account agrees that Bottler’s advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the trademarks/logos corresponding to such Products.
- (e) Account further agrees that only Products will be dispensed in Bottler’s equipment and that no other trademarked Beverage-dispensing equipment, coolers or containers will be permitted at the Facilities.
- (f) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility, or any of the Account Marks in any advertising or promotional activity of any kind.
4. **Product Rights.**
- (a) Except only with respect to Concessionaires, Account hereby grants to Bottler the exclusive right to sell, serve, distribute or otherwise make available Beverages at the Facility. Account and/or its Concessionaires shall purchase all Beverages (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Notwithstanding anything in this Agreement to the contrary, no Competitive Products may be sold, dispensed, sampled, served, or otherwise made available anywhere at the Facility. Account agrees not to sell or distribute, directly or indirectly, any Products purchased hereunder outside of the Facility. Products offered in cups shall be offered in Approved Cups.
- (b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facility and exclusive rights to provide Unattended Retail Services at the Facility.
5. **Consideration.** In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the specific items set forth in **Exhibit A** (collectively “**Consideration**”).

6. **Pricing.** Account shall be entitled to purchase bottle/can Products (and cups, lids and carbon dioxide, if applicable) in accordance with Bottler's then current trade pricing. Thereafter, prices are subject to change each Agreement Year. Price increases generally occur automatically on January 1st of each Agreement Year. However, in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits or other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement Year; in which case Bottler will provide thirty (30) days' written notice to Account prior to such price changes taking effect.
7. **Equipment.** During the Term, Bottler will loan to Account, subject to the terms of Bottler's Equipment Placement Addendum ("EPA") attached hereto as **Exhibit B**, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Products at the Facility ("Equipment"). Account agrees that Bottler shall have the right to place a quantity of Beverage vending machines, coolers or other Equipment, determined by Bottler in its discretion, in mutually agreed upon locations at the Facility. Upon thirty (30) days' notice from Bottler, Bottler shall have the right to remove any Equipment, in its discretion, and Account shall provide immediate physical access to Bottler for the removal of such Equipment. The Equipment will not include Freestyle equipment. Account hereby agrees to the terms of the EPA set forth in **Exhibit B**.
8. **Concessionaire.** In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Notwithstanding anything herein to the contrary, Bottler shall not pay to Account any Consideration for a purchase of Products by a Concessionaire to the extent that Bottler is required to pay the Concessionaire any funding duplicative of the Consideration for the same purchase of Products pursuant to an existing agreement between the Concessionaire and Bottler. In the event of a default in any of Concessionaire's obligations owing to Bottler, Account will use commercially reasonable efforts to cause Concessionaire to cure such default.
9. **Right of First Refusal.** Account will negotiate exclusively with Bottler for a period of ninety (90) days before the expiration of the Term for any similar agreement regarding Beverage availability or promotional/advertising rights for the Facility. After such exclusive negotiation period, Account may negotiate with any entity; provided, however, if Account receives a bona fide offer from (or provides such an offer to) a third party regarding such rights, then Account shall provide notice of such bona fide offer terms to Bottler and Bottler will have thirty (30) business days from the date of such notice to offer Account terms no less favorable to Account than those contained in the bona fide offer of the third party. In such event, Account will contract with Bottler and not the third party. If nonalcoholic beverage rights are bundled with other product rights in a single third-party offer (e.g., in a beverage and food-service relationship), then Account will require the third party to separate the nonalcoholic beverage rights, obligations, and payments from the rest of the offer.
10. **Termination.** If any of the following events occur during the Term of this Agreement, Bottler may (in addition to any other remedies available) terminate this Agreement immediately upon notice to Account: (a) Account breaches any of its obligations set forth in this Agreement and fails to cure such breach within 30 days' written notice thereof; (b) any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages; (c) Account files a petition under any bankruptcy law or becomes insolvent or makes any general assignment for benefit of creditors; or (d) Account's full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein has expired or been revoked. In the event of any termination of this Agreement, Account shall (i) provide immediate physical access to Bottler for the removal of any Equipment,

(ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of any Consideration.

In the event of Bottler's material breach of this Agreement, Account may terminate this Agreement by providing thirty (30) days' prior written notice thereof to Bottler; provided, however, that such termination shall not be effective if Bottler cures the breach within such thirty (30) day period.

11. Right to Off-Set and Withhold. In the event Account or Concessionaire fails to pay Bottler any invoice due for Products received, transshipment charges or upon any other basis, Bottler shall have the right to deduct the amount of such unpaid invoice, transshipment charge or other charge from any Consideration otherwise due from Bottler to Account. Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.

12. Adjustment. If (i) any of the rights granted to Bottler herein are materially restricted or limited during the Term, including as a result of a Force Majeure Event (as defined in Section 14), or (ii) if any material component of the Facility is closed, or substantially closed, to customers for a period of thirty (30) consecutive days, or (iii) if the volume of Products sold to the Account decreases for any reason in any twelve month period by ten percent (10%) or more over the prior twelve month period, then in addition to any other remedies available to Bottler, Bottler may elect to adjust any Consideration to fairly reflect the decreased value of rights granted to Bottler hereunder (and Account will pay to Bottler a refund of any prepaid amounts in excess of such reduced Consideration and a pro rata refund of the costs of refurbishing and installing the Equipment).

13. Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

If to Bottler:

Coca-Cola Bottling Company United – East, LLC
d/b/a East Coca-Cola Bottling Company
104 Raybon Anderson Blvd
Statesboro, GA 30458

If to Account:

Statesboro-Bulloch County Recreation and Parks
P.O. Box 408
Statesboro, GA 30459

With a copy to:

Coca-Cola Bottling Company United, Inc.
4600 East Lake Boulevard
Birmingham, AL 35217
Attn: General Counsel

14. Force Majeure. The failure of a party to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, hurricane, tornado, epidemic, act of terror or public enemies, action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party ("**Force Majeure Event**"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.

15. Claims. In no event will Bottler accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other Consideration provided under this Agreement ("**Claims**") more than forty-

five (45) days from the date of invoice, commission report, check or other applicable documentation. In order to submit a Claim, Account shall provide Bottler a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. Bottler will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Bottler will work directly with the Account to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits requested by Account shall take place during normal business hours and shall be conducted at Bottler's place of business.

- 16. Miscellaneous.** Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement. Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, subject to applicable laws. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.** This waiver applies to any action or legal proceeding, whether arising in contract, tort or otherwise. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral. In the event of a conflict between the provisions of this Agreement and a provision in any other document including any "click through" or other online terms and conditions referenced in any such documents or in a website (collectively, "Supplemental Terms"), the provisions of this Agreement shall control. No Supplemental Terms shall modify, amend or supplement the terms of this Agreement, even if such Supplemental Terms are accepted or acknowledged by a party after the execution of this Agreement. Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties. Bottler's delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOTTLER

ACCOUNT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits Attached:

Exhibit A – Consideration

Exhibit B – Equipment Placement Addendum

Attachment: Coca-Cola Beverage Agreement 3-21-23 mtg (Coca-Cola Proposal)

EXHIBIT A
CONSIDERATION

1. **Annual Sponsorship Fees.** Each Agreement Year, Bottler agrees to pay Account annual sponsorship fees, as set forth below (the “Annual Sponsorship Fees”). The first installment shall be payable within sixty (60) days after the date this Agreement is fully executed, and subsequent installments shall be due on or about the anniversary date of the Effective Date in each Agreement Year remaining in the Term. The Annual Sponsorship Fees shall be deemed earned pro rata on a daily basis over the Agreement Year for which they are paid.

Sponsorship Events	Fees
Opening Day Sponsor	\$1,000
Independence Day Sponsor (Firecracker Fest)	\$5,000
Arts Fest Sponsor	\$1,000
Splash in the Boro Tickets (100) in exchange for annual Sponsorship	\$1,000
Splash Radio advertisement for Coca-Cola in exchange for annual Sponsorship	\$1,000

2. **Annual Marketing Fees.** Each Agreement Year, Bottler agrees to pay Account annual marketing fees, as set forth below (the “Annual Marketing Fees”). The first installment shall be payable within sixty (60) days after the date this Agreement is fully executed, and subsequent installments shall be due on or about the anniversary date of the Effective Date in each Agreement Year remaining in the Term. The Annual Marketing Fees shall be deemed earned pro rata on a daily basis over the Agreement Year for which they are paid.

Marketing Items	Fees
T-shirt fund	\$1,000
Souvenir Cups	\$3,000

3. **Commissions.** Bottler agrees to pay Account a monthly commission based on the commission rates and initial vend prices set forth below. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates to recover its costs, including cost of goods, to implement cash discounts, or as it otherwise deems necessary or desirable, in its sole discretion. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account and shall become immediate property of Account.

Product	Vend Price	Commission Rate
12oz can SSD	\$1.00	20%
20oz Sparkling	\$1.75	20%

Attachment: Coca-Cola Beverage Agreement 3-21-23 mtg (Coca-Cola Proposal)

20oz Dasani	\$1.75	20%
20oz Powerade	\$1.75	20%
16oz Monster	\$3.25	20%
16oz Full Throttle/NOS	\$3.25	20%
18.5oz Gold Peak Tea	\$2.00	20%

4. **Scoreboard(s).** Bottler agrees to provide Account with scoreboard funding on the terms and conditions set forth below:

- (a) Bottler shall pay to Account a total of Four Thousand Dollars (\$4,000) ("**Scoreboard Funding**") to be used at Account's discretion for scoreboard purchase and/or repair (the "**Scoreboard(s)**"). Such Scoreboard Funding shall be payable within thirty (30) days of full execution of this Agreement by both parties. Account shall be solely responsible for the installation of Scoreboard(s) and all expenses related to such installation, after the installation and acceptance of the Scoreboard(s) by Account and Bottler. The Scoreboard Funding shall be deemed earned pro rata on a daily basis over the entire Term.
- (b) Bottler shall be entitled to premiere and exclusive Beverage advertising rights on the Scoreboard(s) and at the Facility, and Account will not grant advertising rights at the Facility with respect to any Competitive Products.
- (c) Account shall operate and maintain the Scoreboard(s) in good condition and repair during the Term of this Agreement at Account's expense and allow access by Bottler's personnel to change the promotional message on the Scoreboard(s), such changes to be in Bottler's sole discretion and at Bottler's expense and subject to Account approval of content, not to be unreasonably withheld.

5. **Complimentary Product.** Each Agreement Year, Bottler shall make available to Account standard physical cases of complimentary Products of Bottler's choosing with an aggregate estimated retail value of One Thousand Dollars (\$1,000), as determined in good faith by Bottler. Such complimentary Products will be provided to Account upon reasonable advance request. Account must request all available complimentary Products during the course of each Agreement Year. If Account does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation. Complimentary Products are not to be resold.

6. **Event Trailers.**

- (a) In connection with this Agreement, Account may have the opportunity to use a trailer supplied by Bottler for concession sales of Products at Account events. ("**Event Trailer**"). Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to Account's use of an Event Trailer, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of Product, or consequential, special or incidental damages in any way relating to Account's use of an Event Trailer.
- (b) To the extent allowed by law, Account shall indemnify, defend and hold Bottler, its parent companies and each of their respective officers, agents, employees, directors, shareholders, affiliates, successors, and assigns harmless from all losses, damages, claims, suits, proceedings, and liabilities of whatever nature, and all resulting costs and expenses, including reasonable attorneys' fees, arising from or related to any bodily injury or death of any person or damage

to real or personal property caused by any act or omission of Account, its personnel or agents in connection with Account's use of an Event Trailer.

7. **Other Consideration.** Bottler will provide other consideration as defined below:

- **Capital Fee.** Bottler agrees to pay to Account Ten Thousand Dollars (\$10,000) each Agreement Year to assist with the purchase and/or repair of ice machines. The Capital Fee shall be deemed earned pro rata on a daily basis over the Term. The ice machines will be the property of the Account and Account is responsible for all maintenance and service.

EXHIBIT B
EQUIPMENT PLACEMENT ADDENDUM

During the Term of the Agreement, Bottler may provide to Account Equipment (as defined below), subject to the terms of this Equipment Placement Addendum ("EPA"). The terms of this EPA shall apply to each piece of Equipment commencing on its date of installation at any Account Location ("Commencement Date"). THE TERMS OF THIS EPA WILL CONTINUE IN EFFECT WITH RESPECT TO EACH PIECE OF EQUIPMENT UNTIL THE EQUIPMENT HAS BEEN RETURNED TO BOTTLER AND WILL SURVIVE THE EXPIRATION OR TERMINATION OF ANY AGREEMENT INTO WHICH THIS EXHIBIT IS INCORPORATED. Any term capitalized, and not otherwise defined herein, shall have the meaning given in the Agreement.

1. **Installation and Use Restrictions.** Bottler may, from time to time, deliver and install **Equipment** (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) reasonably required and as mutually agreed upon to dispense the Bottler's Products. Account shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, Account shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. The Agreement and this EPA, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. Account hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler's ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, Account shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) Account will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
2. **Operation.** In consideration of the provision of the Equipment by the Bottler to Account pursuant to the Agreement, Account agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler. In Bottler's sole discretion, a review of Account's product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal. Removal of any piece of Equipment will not affect the term of any agreement between the parties, and this EPA shall survive with respect to any Equipment remaining in Account's possession.
 - a. If Bottler is providing full-service vending, Account agrees to permit Bottler to place the vending Equipment on Account's premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay Account a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to Account.
 - b. Bottler hereby loans the Equipment to Account; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to Account, to lease or rent the Equipment to the Account and, upon commencement of the lease or rental program, Account agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to Account at its present address. Account may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, Account agrees to permit Bottler to install the fountain Equipment on Account's premises. Account agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company ("**Company**"), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. Account further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company's fountain beverage products.
3. **Ownership.** Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. Account shall protect Bottler's title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of Account. Account's obligation under this paragraph remains until such time as Bottler or Bottler's designee picks up the Equipment. Account authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler's interest in the Equipment. Bottler shall have the right, during Account's regular business hours, to inspect the Equipment at Account's premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to Account. Account shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
4. **Service and Repair.** Account shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. Account shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment. In the event additional service and repair is requested by Account or reasonably necessary as a result of Account's negligence or willful misconduct, Bottler may bill Account its standard rate per service call. All service and repair calls must be exclusively handled or authorized by Bottler. Account's sole recourse against Bottler with

Attachment: Coca-Cola Beverage Agreement 3-21-23 mtg (Coca-Cola Proposal)

respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to Account, provided that Bottler is given prompt notification of any defective workmanship. Account shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, Account will unplug that piece of Equipment until it is repaired or replaced by Bottler.

5. Disclaimer of Warranties; Liability and Costs. Account acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. Account accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, Account hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Account until returned to or removed and accepted by Bottler. Account assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to Account under the Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which Account is responsible hereunder. All taxes, licenses, charges, or other fees which may be imposed on Account's sales of products through the Equipment or in connection with this Agreement by any taxing authority, shall be borne by Account.
6. Exculpation; Indemnity. **CUSTOMER ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY.** Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to the installation, use, repair, or operation of the Equipment, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use, repair, or operation of the Equipment. Account shall indemnify and hold Bottler and Bottler's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of whatever nature, and all costs and expenses, including Indemnified Parties' reasonable attorneys' fees resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Account's negligence or willful misconduct in the possession, use or operation of the Equipment or due to Account's breach of any provision of this EPA. Account represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and Account will not use extension cords or other electrical connections not expressly approved by Bottler. Account agrees to indemnify and hold harmless Bottler from any damages arising out of Account's plumbing or electrical hook-up or service. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of the Agreement.
7. Termination or Expiration. Upon termination or expiration of the Agreement, Account shall promptly return all Equipment to Bottler.
8. Remedies. In the event of Account's breach of this EPA, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, without notice to or demand of Account; (y) to take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Account, then Account shall pay all costs and expenses relating to the removal of the Equipment, including reasonable attorneys' fees incurred by Bottler in enforcing its rights hereunder by litigation or otherwise. If this Agreement is terminated with respect to any piece of Equipment for any reason prior to one year from the commencement date hereof, then Account shall pay Bottler all costs and expenses for installation, removal and refurbishment of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
9. Casters (if applicable). If Account requests, at any time during the term of the Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. Account represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the Account desires the Equipment to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. Account recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. Account agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Account agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by Account shall constitute a breach of this EPA.
10. Miscellaneous. To the extent that any of the terms of this EPA conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this EPA), the terms of this EPA will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties.



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Legal

Meeting Date: March 21, 2023

Requested Motion or Item Title:
Resolution Approving Certain Agreements in the National Opioid Litigation

Summary / Background Attach Detailed Summary:

As indicated by the attached letter from the Blasingame law firm, several defendants in the national opioid litigation have reached settlements that the State of Georgia and local government entities have the option to join. Based on the recommendation in the attached letter, adoption of the attached resolution approving certain agreements and forms related to these settlements is recommended.

Agenda Category	Financial Impact Statement		
New Business	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners Pending 03/21/2023 8:30 AM



BLASINGAME ▸ BURCH ▸ GARRARD & ASHLEY, P.C.

ATTORNEYS AT LAW

Andrew J. Hill III

Email address: ahill@bbga.com

March 2, 2023

Via Email

Re: *In Re: National Prescription Opiate Litigation*, MDL 2804

Dear Client:

We are writing to you regarding the five new national opioid settlements that have been reached with Defendants Teva, Allergan, CVS, Walgreens, and Wal-Mart (collectively the “New Opioid Settlements”). The settlement agreements for the New Opioid Settlements, which are attached to this letter for your review, total approximately \$20 billion.

On February 1, 2023, you should have received a DocuSign email titled “Action Required: Teva, Allergan, CVS, Walgreens, Walmart National Opioid Settlements” from Rubris, the Opioids Implementation Administrator, with Participation Forms to participate in the New Opioid Settlements. The DocuSign email was sent from dse_NA3@docusign.net. Rubris also sends emails directly from opioidsparticipation@rubris.com. Attached to this letter are examples of the Participation Forms that Rubris sent. The Participation Forms for the New Opioid Settlements are substantially similar to the Participation Forms your subdivision signed to participate in the National Distributor and Janssen Settlements (your subdivision recently received payments from the National Distributor and Janssen Settlements).

For the same reasons we recommended your subdivision participate in the National Distributor and Janssen Settlements, we recommend your subdivision participate in the New Opioid Settlements. The New Opioid Settlements have overwhelming support nationwide and within the State of Georgia, including from Attorney General Chris Carr and attorneys representing other Georgia subdivisions. Further, participating in the New Opioid Settlements is the best way to ensure your subdivision receives a recovery from the settling Defendants (there is the risk of state legislated litigation bars and/or defendant bankruptcies), maximizes its recovery from the settling Defendants, receives payments and resources sooner rather than later, and is not on the outside looking in.

ATHENS GREENSBORO ATLANTA BIRMINGHAM

PLEASE REPLY TO: Post Office Box 832 | Athens, GA 30603 | 440 College Avenue | Suite 320 | Athens, GA 30601
Phone 706.354.4000 | Fax 706.353.0673

Attachment: Letter (Resolution Approve Opioid Litigation Settlements)

March 2, 2023

Page 2

We also recommend that you wait to sign the Participation Forms for the New Opioid Settlements. We (along with counsel for other Georgia subdivisions) are advising our clients to wait to sign the Participation Forms because we are still in the process of reaching a Memorandum of Understanding (“MOU”) with the State of Georgia regarding the New Opioid Settlements. As was the case with the National Distributor and Janssen Settlements, the purpose of having a MOU in place for the New Opioid Settlements is to maximize the funds available under the settlements and to control how funds from the settlements are allocated between the State of Georgia and Georgia’s subdivisions.

We anticipate that the terms of the MOU for the New Opioid Settlements will be identical in all material respects to the MOU the State of Georgia and Georgia’s subdivisions entered for the National Distributor and Janssen Settlements. Namely, we anticipate that the MOU for the New Opioid Settlements will contain the same allocation percentages:

- The State of Georgia receives 75% of the settlement funds
 - The State of Georgia must expend at least 40% of its share of the settlement funds on a regional basis, which inures to the benefit of all Georgians
- Participating Georgia subdivisions receive 25% of the settlement funds
 - If a participating county has a litigating sheriff, the county must allocate at least 9.45% of its settlement funds to the sheriff
 - If a participating county has a litigating hospital, the county must allocate at least 2% of its settlement funds to the hospital
 - If a participating county has a litigating school district, the county must allocate at least 1% of its settlement funds to the school district

A copy of the MOU for the National Distributor and Janssen Settlements is attached for your review. Your subdivision executed Exhibit 1 to the MOU, the Acknowledgement and Agreement To Be Bound By Memorandum of Understanding, alongside the National Distributor and Janssen Participation Forms, when it joined the National Distributor and Janssen Settlements in 2021.

Although the MOU for the New Opioid Settlements has not been finalized yet, the deadline to participate in the New Opioid Settlements – April 18, 2023 – is fast approaching. Accordingly, we strongly recommend that your subdivision approve the (anticipated) MOU and agree to participate in the New Opioid Settlements at your next Board of Commissioners or City Council Meeting. We also suggest that you appoint an individual – preferably the individual who received the DocuSign email from Rubris with the Participation Forms – as the individual authorized to execute the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements. This will ensure that the necessary documents can be executed quickly once the MOU is finalized.

By March 10, 2023, please send an email to Julie Boyer at jboyer@bbga.com with the date of the meeting where your subdivision plans to discuss approving the (anticipated) MOU and participating in the New Opioid Settlements. After that meeting, please email Ms. Boyer the name and contact information of the individual your subdivision has appointed to execute

March 2, 2023
Page 3

the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements.

If you have any questions, please do not hesitate to contact us.

Sincerely,

/s/ Andrew J. Hill III

Andrew J. Hill III

RESOLUTION NO. 2023 -

A RESOLUTION OF BULLOCH COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE BULLOCH COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints Thomas M. Couch as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County’s agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Bulloch County Board of Commissioners, held on March 21, 2023.

By: _____
Roy Thompson, Chairman

ATTEST:

Venus Mincey-White, Clerk

Attachment: Resolution (Resolution Approve Opioid Litigation Settlements)

EXHIBIT 1

Participation Forms for the New Opioid Settlements

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Resolution (Resolution Approve Opioid Litigation Settlements)

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

Attachment: Resolution (Resolution Approve Opioid Litigation Settlements)

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Resolution (Resolution Approve Opioid Litigation Settlements)

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Resolution (Resolution Approve Opioid Litigation Settlements)

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Public Works

Meeting Date: March 21, 2023

Requested Motion or Item Title:
Motion to Approve the Recognition of Public Works as First Responders in Bulloch County.

Summary / Background Attach Detailed Summary:

We are requesting that Public Works be recognized in Bulloch County as First Responders due to their involvement in emergency response situations and assistance provided to LE, Fire and EMS.

Agenda Category	Financial Impact Statement		
New Business	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners Pending 03/21/2023 8:30 AM

Airport
Fleet
Transportation

Environmental Management
Solid Waste
Roll off Services



Bulloch County

17315 Hwy 301 N Statesboro, GA 30458
Phone 912-764-6369 Fax 912-764-6469

February 24, 2023

As an introduction, following 9/11 President George W. Bush issued the Homeland Security Presidential Directive 8. This directive was to define who was classified as a first responder to determine the need and expectations for training and involvement in emergency management operations. The full list of responders included in this directive are: emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), public health, clinical care, public works and other skilled support personnel (such as equipment operators).

Later, the Transportation Research Board archived a publication, *Public Works: The nation's forgotten first responder*, authored by APWA (American Public Works Association) making supplemental notes declaring public works departments as part of the official ranks of first responders by FEMA's guidelines in 2002 and again in 2003.

It was 15 years later in 2017 that the APWA Board of Directors approved the adoption of a symbol to acknowledge the federally-mandated role of Public Works as first responders.

In 2022, the USDOT gathered representatives from Public Works to participate in Crash Responder Safety Week acknowledging their roles in emergency response.

To date, the State of Georgia has not explicitly named Public Works in its list of first responders. However, local governments, both in- and out-of-state, have already begun declaring Public Works as first responders. One of significance being the City of Valdosta who made the declaration in 2018 following an incident in which a snowstorm swept through. During the storm, there was a seven car pile up on an overpass that law enforcement and EMS were unable to access due to snow and icy conditions. Public Works employees responded immediately to salt and sand the roads to gain access. They then stayed on scene to help clean the roadway of the damaged vehicles and debris from the accident.

We, Bulloch County Public Works, are proposing that Bulloch County Board of Commissioners instate a proclamation naming Public Works as first responders. In declared (and undeclared) emergencies, Public Works employees are one of the first on the scene and almost always the last to leave. From clearing debris from roadways during/after major storms to "trash-magedon" at the collection centers in the days following Christmas, Public Works remains on-call responding to every need. For every major event, we automatically

Attachment: PW as First Responders (Public Works as First Responders)

fall into shift schedules to make sure we remain alert and available to keep our roadways safe and clear for other emergency response needs. These shifts include administrative staff, at least one field supervisor, and operators and detail supervisors broken into crews to allow for dispatch to multiple locations at a time. Following such events, we are always last to leave making sure we've made satisfactory cleanup efforts. This protocol remains in effect not only until Bulloch County has recovered but surrounding counties as well.

We feel that our employees, while they never expect it, deserve the recognition for the safety they provide to our community. We believe that making this distinction will not only aid in our planned efforts to improve public relations, but an immeasurable and invaluable boost in morale and purpose to our team. We are not making this request to undermine the heroic acts of law enforcement, fire or other Public Safety-first responders. We are making this request to acknowledge the men and women of Public Works who offer trained and specialized support to other first responders in the form of clear, safe roadways. We make it our first priority in emergency situations to ensure that we have staff ready and available should the Sheriff's office or Fire department call for assistance with the removal of trees or other hazards from the roadway. We have received positive feedback and support on the idea from other commonly-named first responding entities.

We would like to present an expanded proposal to the board seeking proclamation and adding more detail and understanding to just how much Public Works has a role in our community, and we would greatly appreciate your support in this effort. Our goal is to present this matter to the Commission prior to the kickoff of Public Works Week which is May 21-27th.

We have already come up with several planning measures to make this proclamation happen as well as a special presentation to the department should management and the Board so agree. We would be glad to share those thoughts with you as well as hear any additional suggestions you may have.

Just for a visual aid, below is a link to a video that is shared in APWA CPWM classes showing just how much can be involved in PW and what it's absence may look like. I wouldn't watch the entire video- you get the point after a few minutes, but it paints a great picture. <https://www.youtube.com/watch?v=Sh12w5EMqiE>

I've also attached the previously mentioned symbol adopted by APWA. Should the county declare PW as first responders, we would like to add these decals to all of our vehicles.