



**BULLOCH COUNTY  
BOARD OF COMMISSIONERS**

**AGENDA • MAY 16, 2023**

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**Regular Meeting**

**Honey Bowen Building Multi-Purpose Room**

**8:30 AM**

1 Max Lockwood Drive, Statesboro, GA 30458

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**I. CALL TO ORDER, WELCOME MEDIA AND VISITORS**

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson

**II. INVOCATION AND PLEDGE**

**RESOURCE PERSON/FACILITATOR:** Commissioner Jappy Stringer

**III. ROLL CALL**

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

**IV. APPROVAL OF GENERAL AGENDA**

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson

**V. CONSENT AGENDA**

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson

1. Minutes Approval: Tuesday May 2nd, 2023 05:30 PM
2. Executive Session Minutes of May 2, 2023 5:30 PM
3. Approve the annual contract for service and support with Vertiv Corporation in the amount of \$21,076.00
4. Authorize a letter of transmittal for nominees to Seat 2-A and Seat 2-B to be appointed by the Hospital Authority Board of Directors. Seat 2-A Nominees: Brannen Smith, Gary Mikell and Paula Mooney. Seat 2-B Patricia Hunter, Brannen Smith, Gary Mikell and Paula Mooney
5. Approve the re-appointments of Billy Allen, Paul Roesel and Greg Proctor to the Development Authority of Bulloch County to serve terms beginning July 1, 2023 through June 30, 2027.
6. Approve the re-appointment of John Cheek to the Coastal Workforce Development Board to serve a term beginning July 1, 2023 through June 30, 2026.

**VI. PRESENTATION**

1. Proclamation Presentation to Public Works as First Responders

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson

2. Presentation and report to Commissioners on recent demonstration of Crafc0 Mastic street repair.

**RESOURCE PERSON/FACILITATOR:** Public Works Director Dink Butler

## **VII. NEW BUSINESS**

1. Motion to Submit Notice of Non-Renewal to Benefits Planning Consultants, Inc.

**RESOURCE PERSON/FACILITATOR:** Human Resources Director Cindy Mallett

2. Motion to Approve Resolutions and Documents Necessary to End the Current Employee Retirement Plan and Replace with a Defined Benefit Plan Effective July 1, 2023

**RESOURCE PERSON/FACILITATOR:** Human Resources Director Cindy Mallett

## **VIII. PUBLIC COMMENTS**

**RESOURCE PERSON/FACILITATOR:** Audience

## **IX. COMMISSION AND STAFF COMMENTS**

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson et al

## **X. ADJOURN**

**RESOURCE PERSON/FACILITATOR:** Chairman Roy Thompson



**BULLOCH COUNTY**  
**BOARD OF COMMISSIONERS**  
**MINUTES • MAY 2, 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.

**II. INVOCATION AND PLEDGE**

Commissioner Simmons gave the Invocation and Pledge of Allegiance.

**III. ROLL CALL**

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, County Engineer Brad Deal, Human Resources Director Cindy Mallett, Parks and Recreation Director Eddie Canon, Public Safety Director Ted Wynn, Public Works Director Dink Butler, EMS Director Doug Vickers, Deputy EMS Director Brian Hendrix, Fire Chief Ben Tapley, Clerk of the Board Venus Mincey-White

**IV. APPROVAL OF ZONING AGENDA**

Motion to approve the Zoning Agenda as presented.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Toby Conner, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

1. Terri Grant submitted an application for a conditional use to locate and operate a day care facility. The property is located at 27 B. Stubbs Road, Parcel No. 106 000016 000.

Planning and Development Director James Pope stated that Terri Grant has submitted application# USE-2023-00038 for a conditional use to locate and operate a day care facility. The property, zoned R-25, is located at 27 B. Stubbs Road, Parcel No. 106 000016 000. Mr. Pope stated that the staff recommends denial of the conditional use request, but if approved recommends the conditions stated in the staff report.

Elizabeth Grant, proposed director for the day care facility, stated that she recognized a need for a day care services and wanted to help the community by opening up the day care facility. Ms. Grant presented a sketch plan for the proposed day care facility. Ms. Grant asked that the hours of operation stated in condition #1 be modified from 8:00 am to 8:00 pm to be 6:00 am to 6:00 pm. She asked that condition #12 be modified to allow for crush and run or mulch be used instead of pavement. She stated that this would give a more residential look to the facility. She also discussed possible modifications to fencing requirements.

Cassandra Mikell signed up to speak (See Exhibit# 2023-117), representing her father-in-law Ben Mikell who owns the property adjacent to the proposed facility. She stated that the conditional use is inconsistent with the current zoning and surrounding area. Ms. Mikell asked that the Commission deny the application for the conditional use.

County Manager Tom Couch stated that after viewing the sketch plan and Ms. Grant's request for modifications of the conditions, that the conditional use may have evolved into a much larger scale project than originally presented to Planning and Development staff. Mr. Couch stated that the application appears to be more of a zoning change rather than a conditional use. He suggested that additional consideration was necessary before moving forward.

After some discussion, Chairman Thompson asked for a motion to defer the application for a conditional use to allow additional time to evaluate the application, conditions, and zoning and ordinances.

Motion to defer application# USE-2023-00038 for a conditional use to locate and operate a day care facility at 27 B. Stubbs Road.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Ray Mosley, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

2. Sinkhole Sand Pit, LLC submitted an application for a conditional use to allow natural resource development (surface mining) according to section 503(b)(13). The property is located on Twin Forks Road, Parcel No. 082 000025 000.

Planning and Development Director James Pope stated that Sinkhole Sand Pit, LLC. submitted application# USE-2023-00039 for a Conditional Use to allow natural resource development (surface mining) according to section 503 (b)(13). The property is located on Twin Forks Road, Parcel No. 082 000025 000. He stated that the Planning and Zoning Commission recommended approval with a 5-0 vote.

Don Marsh, acting as agent for Brandon McCormick, stated that they agreed with the conditions.

Two people signed up to speak (See Exhibit# 2023-118), but when called to speak, both stated that they were available for questions.

There being no further discussion, Chairman Thompson asked for a motion.

Motion to approve the conditional use to allow natural resource development (surface mining) on the subject property with conditions (See Exhibit# 2023-119).

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

- Charles Chandler Jr. submitted a variance request to Appendix B, Article 6, Sec. 6.6 to be exempt from paving requirements of a 60' private road serving the subdivision. The property is located at 2244 Banks Dairy Road, Parcel No. 030 000002 000.

Planning and Development Director James Pope stated that Charles C. Chandler, Jr. submitted application# VAR-2023-00302 requesting a variance to Appendix B. Article 6, Section 6.6 of the Bulloch County Subdivision Ordinance to be exempt from paving requirements of a 60' private road serving the subdivision. The property is located at 2244 Banks Dairy Road, Parcel No. 030 000002 000. He stated that the Planning and Zoning Commission recommended approval with a 5-0 vote with one Commissioner abstaining.

Don Marsh, acting as agent for Charles C. Chandler, Jr., stated that he combined lots 2 and 3, leaving five lots accessing Banks Dairy Road.

No one signed up to speak (See Exhibit# 2023-120).

There being no further discussion, Chairman Thompson asked for a motion.

Motion to approve the variance for an exemption from Appendix B, Article 6, Section 6.6 requiring the paving of a 60' private road serving the subdivision.

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

**V. APPROVAL OF GENERAL AGENDA**

- Motion to approve the General Agenda as presented.

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

**VI. PUBLIC HEARING- ROAD ABANDONMENT/CLOSURE**

- Public Hearing and Resolution to Abandon a Portion of County Road No. 422 a/k/a Venson Road

County Attorney Jeff Akins stated that a petition was submitted to close a portion of County Road No. 422, also known as Venson Road. Mr. Akins stated that the portion of Venson Road for which abandonment is being considered is that portion beginning at said road's intersection with County Road No. 408, also known as Buie Road, and ending at said road's intersection with County Road No. 407, also known as Buie Driggers Road, a distance of approximately 0.28 miles. Mr. Akins stated that the Commissioners could abandon this portion of

Minutes Acceptance: Minutes of May 2, 2023 5:30 PM (Consent Agenda)

Venson Road if it has ceased to be used by the public to the extent that no substantial public purpose is served by it or its removal from the county road system is otherwise in the public interest.

County Engineer Brad Deal stated that it was not the entire length of Venson Road that would be closed. He stated that all the property owners on the road signed the petition to close the road.

Chairman Thompson asked for a motion to open the floor for public comments.

Commissioner Toby Conner made a motion to open the floor to public comments. The motion was seconded by Commissioner Jappy Stringer and passed with a unanimous vote of the Board of Commissioners.

One person signed up to speak (See Exhibit# 2023-121).

Ben Buie stated that the residents were asking to close the road due to an influx of trespassers, vandalism, and theft. He also expressed safety concerns for residents. He stated that it was a very small section of the road.

There being no further discussion, Chairman Thompson asked for a motion to close the floor to public comments.

Commissioner Toby Conner made a motion to close the floor for public comments. The motion was seconded by Commissioner Jappy Stringer and passed by a unanimous vote of the Board of Commissioners.

With the closing of the floor to public comments, Chairman Thompson asked for a motion on the resolution to abandon a portion of County Road No. 422 also known as Venson Road.

Motion to approve the resolution to abandon a portion of County Road No. 422 also known as Venson Road (See Exhibit# 2023-122).

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Toby Conner, Commissioner
<b>SECONDER:</b>	Timmy Rushing, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

2. Public Hearing and Resolution to Abandon a Portion of County Road No. 255 a/k/a Kevin Deal Road

County Attorney Jeff Akins stated that a petition was submitted to close a portion of County Road No. 255 also known as Kevin Deal Road. Mr. Akins stated that the portion of Kevin Deal Road for which abandonment is being considered is that portion beginning at said road's intersection with County Road No. 255, also known as Harmony Church Road, and ending at said road's intersection with County Road No. 253, also known as Clifton Road, a distance of approximately 1.87 miles.

County Engineer Brad Deal stated that there was a church nearby and one or two residents on the road.

Chairman Thompson asked for a motion to open the floor for public comments.

Commissioner Curt Deal made a motion to open the floor to public comments. The motion was seconded by Commissioner Jappy Stringer and passed with a unanimous vote by the Board of Commissioners.

Joey Jones, president of Groover Hill Farms, stated that he wants to close the road to decrease trespassing.

Kevin Deal stated that he agreed with others that the road needed to be closed to decrease vandalism, trespassing, and dumping of trash on the road.

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Two people signed up to speak (See Exhibit# 2023-123).

Herman Johnson stated that he was against closing the road. He stated that there are churches on the road that fellowship together and closing the road would hinder traveling between the two churches. He also stated that he drives small farm equipment on the road and that if it closed and he were forced to drive on highway 67, it would not be safe.

Ken Harville stated that he needed to be able to access the road for travel. He stated that the alternate roads to travel were not in good condition. Mr. Harville stated that it was the easiest to travel and thought it would be better to keep it open.

There being no further comments, Chairman Thompson asked for a motion to close the floor to public comments.

Commissioner Anthony Simmons made a motion to close the floor to public comments. The motion was seconded by Commissioner Toby Conner and passed with a unanimous vote by the Board of Commissioners.

There being no further discussion, Chairman Thompson asked for a motion on the Resolution to abandon a portion of County Road No. 255 also known as Kevin Deal Road.

Motion to deny the resolution to abandon a portion of County Road No. 255 also known as Kevin Deal Road.

<b>RESULT:</b>	Approved [4 to 2]
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer
<b>NAYS:</b>	Timmy Rushing, Toby Conner

**VII. CONSENT AGENDA**

Motion to approve the Consent Agenda as presented.

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Curt Deal, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

1. Minutes Approval: Wednesday March 22nd, 2023 08:30 AM
2. Minutes Approval: Thursday March 23rd, 2023 08:30 AM
3. Minutes Approval: Tuesday March 28th, 2023 11:30 AM
4. Minutes Approval: Tuesday April 4th, 2023 05:30 PM
5. Minutes Approval: Tuesday April 18th, 2023 08:30 AM
6. Approve the acceptance of Georgia Recreation and Park Association (GRPA) BOOST Grant Award for Summer 2023 (See Exhibit# 2023-124).
7. Approve and Ratify an Economic Development Agreement by and between the Development Authority of Bulloch County and REVALYU (US) LLC (See Exhibit# 2023-125).

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- 8. Grant an alcoholic beverage license for retail beer and wine sales to Guninder Singh and Guranchal Singh, Buzzway LLC, located at 22963 US Hwy. 80 Statesboro, Georgia 30458 (See Exhibit# 2023-126).
- 9. Approve a Donation Agreement with Golden Peanut Company, LLC to acquire 0.198 acres of land to expand the Register Fire Station (See Exhibit# 2023-127).

**VIII. PUBLIC COMMENTS**

Eight people signed up to speak (See Exhibit# 2023-128).

Charlotte Spell shared statistical information about the effects of THC levels in marijuana and her concerns about its usage. Ms. Spell asked the Commissioners to opt out of allowing medical marijuana dispensaries in Statesboro.

Bruce Simon expressed his concerns for present landowners being affected by the water and sewer being laid on Hwy 46. He asked that present landowners be grandfathered in to keep current water and sewer systems and not be forced to join the Bryan County infrastructure. He stated that the area is zoned AG-5 and they want to maintain AG-5 zoning. He had questions concerning tax increases and millage rate increases on residents from the water and sewer being installed for new developments.

County Manager Tom Couch stated that considering the demand for development in that area, they want to achieve development without punitive changes to residents. He stated that the Planning and Zoning Ordinances have been developed to address current and new developments. He stated that accountability and transparency will always be practiced working for the best interests of citizens.

Len Fatica, Chairman of the Bulloch County Democratic Committee, stated that after the 2020 Election, Senate Bill 202, the Election Integrity Act of 2021, Section 5: 188-189, was written to protect voters' rights within the state. He stated that the bill requires the Board of Elections and Registration be a bipartisan board and that if you have any party representation, both parties should be represented. He stated that with the appointment of Lawton Sack to the board, it puts the integrity of the Board of Elections and Registration at risk. He stated that if Lawton Sack as a Republican Party officer is allowed to serve, that there should also be a Democratic Party officer represented on the Board. He stated that the Board of Elections is currently out of compliance. He suggested that the board be expanded to 5 members, which would require state approval, or ask Lawton Sack to step down.

The remaining four people that signed up to speak yielded their time to Bruce Simon, as they were there together to speak on the same issues.

**IX. COMMISSION AND STAFF COMMENTS**

Commissioner Toby Conner stated he currently does not have answers to all the questions and issues that have recently come to his attention, but will continue working with staff and other Commissioners to do what is right.

**X. EXECUTIVE SESSION (PERSONNEL)**

Motion to enter Executive Session for the purpose of discussing personnel matters (See Exhibit# 2023-129).

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Toby Conner, Commissioner
<b>SECONDER:</b>	Curt Deal, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

**XI. ADJOURN**

Minutes Acceptance: Minutes of May 2, 2023 5:30 PM (Consent Agenda)



Motion to adjourn.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Jappy Stringer, Timmy Rushing, Toby Conner

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Venus Mincey-White,  
Clerk of the Board

Minutes Acceptance: Minutes of May 2, 2023 5:30 PM (Consent Agenda)



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

<b>Department Making Request:</b> 911	<b>Meeting Date:</b> May 16, 2023
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**Requested Motion or Item Title:**  
UPS yearly service and support contract.

**Summary / Background Attach Detailed Summary:**  
This is the yearly contract for the UPS units at the 4 radio tower sites and 911.

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

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

**Review:**

Administration      Pending  
 Jeff Akins      Pending  
 Kristie King      Pending  
 Tom Couch      Pending  
 Cindy Steinmann      Pending  
 Olympia Gaines      Skipped      05/09/2023 5:04 PM  
 Board of Commissioners      Pending      05/16/2023 8:30 AM



# Proposal for Service

Vertiv Corporation

4/14/2023  
BULLOCH COUNTY 911

Attachment: Bulloch 911 Renewal (UPS Service and Support Contract)



4/14/2023  
BULLOCH COUNTY 911  
CPQ-476603-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (770) 449-4010. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

*Morgan Berry*

6775 Meadow Lane  
Alpharetta, GA 30005

**PHONE** (770) 781-0431

**EMAIL** [mberry@joepowell.com](mailto:mberry@joepowell.com)

**Order** CPQ-476603-1

Attachment: Bulloch 911 Renewal (UPS Service and Support Contract)

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**
**Site#: 1239508 – 3415 TWO CHOP ROAD**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1960405	SEALED BATTERY	AS7EBC6CCUBX468	1	Essential 8x5 (06/24/2023) - (06/23/2024)	\$1,968.03
1960403	APS 5-20	AS4B1NCJHNNX468	1	ESSENTIAL (06/24/2023) - (06/23/2024)	\$2,049.21

Item Sub Total Price: \$4,017.

**Standard Maintenance Contracts:**
**Site#: 1228828 – 657 BALL PARK ROAD**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1960408	SEALED BATTERY	AS7EBC6CCUBX472	1	Essential 8x5 (06/24/2023) - (06/23/2024)	\$1,968.03
1960406	APS 5-20	AS4B1NCJHNNX472	1	ESSENTIAL (06/24/2023) - (06/23/2024)	\$2,049.21

Item Sub Total Price: \$4,017.

**Standard Maintenance Contracts:**
**Site#: 1229969 – 143 ROCKY ROAD**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1961796	SEALED BATTERY	AS7EBC6CCUBX461	1	Essential 8x5 (06/24/2023) - (06/23/2024)	\$1,968.03
1961794	APS 5-20	AS4B1NCJHNNX461	1	ESSENTIAL (06/24/2023) - (06/23/2024)	\$2,049.21



Item Sub Total Price: \$4,017.

**Standard Maintenance Contracts:**

**Site#: 1133747 – 17245 HWY 301 N**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1685244	NX 20-30 INTBAT	38SB030C0CHX	2	ESSENTIAL (06/24/2023) - (06/23/2024)	\$5,007.04

Item Sub Total Price: \$5,007.

**Standard Maintenance Contracts:**

**Site#: 1229851 – 125 RUCKER LANE**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1943469	SEALED BATTERY	AS7EBC6CCUBX855	1	Essential 8x5 (06/24/2023) - (06/23/2024)	\$1,968.03
1943467	APS 5-20	AS4B1NCJHNNX855	1	ESSENTIAL (06/24/2023) - (06/23/2024)	\$2,049.21

Item Sub Total Price: \$4,017.

**Total price not including tax: \$21,076.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

Attachment: Bulloch 911 Renewal (UPS Service and Support Contract)

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS NX MODELS WITH INTERNAL BATTERIES ESSENTIAL SERVICE - 2 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services on Vertiv UPS and Vertiv internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

#### SERVICE PERFORMED

##### UPS Full Preventive Maintenance Service

###### *Semi-Annual Service*

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

###### *Annual Service (includes the above, plus)*

1. Check the inverter and rectifier snubbers for burned or broken wires.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

3. Check fuses on the DC capacitor deck for continuity (if applicable).
4. With customer approval, perform operational test of the system including unit transfer and battery discharge.
5. Calibrate and record all electronics to system specifications.
6. Check or perform Engineering Field Change Notices (FCN) as necessary.
7. Measure and record all low-voltage power supply levels.
8. Record phase-to-phase input voltage and currents.
9. Review system performance with customer to address any questions and to schedule any repairs.
10. Check power capacitors for swelling or leaking oil (if applicable).
11. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
12. Measure and record harmonic trap filter currents (if applicable).

### **Battery Full Preventive Maintenance Service**

#### ***Semi-Annual Service***

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

#### ***Annual Service (includes the above, plus)***

1. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

### **Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

## **ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the LDI reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through LDI.



## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### ALL SINGLE PHASE MODELS (EXCLUDES NFINITY)

### ESSENTIAL SERVICE - 1 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

### SERVICE PERFORMED

#### UPS Full Preventive Maintenance Service

1. Record the phase to phase and phase to neutral input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer and battery discharge.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
11. Review system performance with customer to address any system questions.

#### Battery Full Preventive Maintenance Service

1. Check integrity of battery cabinet.

2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
3. Clean and neutralize cell tops as required.
4. Tighten all battery terminal connections to their proper specifications.
5. Measure and record DC bus ripple voltage.
6. Measure and record total battery float voltage.
7. Record room ambient temperature.

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### STATIONARY BATTERY SYSTEMS

#### VRLA (SEALED) BATTERY

#### ESSENTIAL SERVICE - 1 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

### SERVICE PERFORMED

#### PM Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.

11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Measure and record all battery connection Ohmic values, when applicable.
14. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

### Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

### ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

### TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



**Order Number: CPQ-476603-1**

Purchase order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

**PO should be e-mailed with signed proposal to:**

**Email: mberry@joepowell.com**

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_@\_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at [termsconditions.vertivco.com](http://termsconditions.vertivco.com) unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Morgan Berry 4/14/2023  
Morgan Berry Date

Accepted By:

X \_\_\_\_\_  
Buyer Signature Required Date

X \_\_\_\_\_  
Printed Name Phone

Attachment: Bulloch 911 Renewal (UPS Service and Support Contract)



**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods, Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NO SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASER WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than the Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power source or environmental conditions, improper installation, repair, handling, maintenance or application or other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Part and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to combined single limit per occurrence of \$2,000,000. Automobile Liability insurance include Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference to Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of an claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller to permit Seller to control completely the defense, settlement or compromise of any such allegation or infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software



In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of a liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specific location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely an reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such condition shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and condition shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms of variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, or a course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all action arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your personal information and data, which includes without limitation, all data, materials, reports, text sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service provider through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service provider may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,



and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here [www.vertiv.com/ca-privacy](http://www.vertiv.com/ca-privacy) (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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# REQUISITION

BULLOCH COUNTY, GEORGIA

DATE: 05/052023

TO: PURCHASING

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
				Vertiv Corporation					
4	Service and support for 4 UPS units at tower site				\$16,068.96				
1	Service and support at 911 center				\$5,007.04				
	PLUS FREIGHT								
	<b>TOTALS</b>				\$21,076.00				

REQUESTING DEPARTMENT 911	NOTES Split cost between 911 and radio system 911 215-38000-522201 Radio System 615-15360-522201	AWARD TO: <u>Vertiv Corporation</u>
		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE	DEPT. ACCOUNT NO.: _____	PURCHASE ORDER NO.: _____

Attachment: Requisition Form-Vertive (UPS Service and Support Contract)

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	05/05/2023	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	911	Department Head	Kelly Barnard
VENDOR INFORMATION			
Vendor Name	Vertiv Corporation		
Street Address	6775 Meadow Lane		
City	Alpharetta		
State and Zip Code	GA, 300005		
Phone Number	770-781-0431		
Fax Number			
E-mail or Web Site Address	<a href="mailto:mberry@ioepowell.com">mberry@ioepowell.com</a>		
<p><b>Please specifically justify why the items or services to be approved for sole source treatment:</b></p> <p>This is the yearly contract for the UPS units at 4 radio tower sites and the 911 center. This is for service and support for 1 year. It also covers battery replacement when it is needed and yearly service. They are the Liebert UPS support for our local area.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
XX	<b>Exclusive Rights:</b> 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).		
	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
XX	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor.		
<b>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.</b>			
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			
<b>IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS</b>			

Attachment: sole source justification for 2024 Vertiv Contract (UPS Service and Support Contract)



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

<b>Department Making Request:</b> Board of Commissioners	<b>Meeting Date:</b> May 16, 2023
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**Requested Motion or Item Title:**  
 Authorize a letter of transmittal for nominees to Seat 2-A and Seat 2-B to be appointed by the Hospital Authority Board of Directors. Seat 2-A Nominees: Brannen Smith, Gary Mikell and Paula Mooney. Seat 2-B Patricia Hunter, Brannen Smith, Gary Mikell and Paula Mooney

**Summary / Background Attach Detailed Summary:**

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

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:  
 Board of Commissioners      Pending      05/16/2023 8:30 AM



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

<b>Department Making Request:</b> Board of Commissioners	<b>Meeting Date:</b> May 16, 2023
---	-----------------------------------

**Requested Motion or Item Title:**  
To approve the re-appointments of Billy Allen, Paul Roesel and Greg Proctor to the Development Authority of Bulloch County to serve terms beginning July 1, 2023 through June 30, 2027

**Summary / Background Attach Detailed Summary:**  
Board members are selected an appointed by the Board of Commissioners to serve four year staggered terms.

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

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:  
 Jeff Akins      Pending  
 Board of Commissioners      Pending      05/16/2023 8:30 AM

STATESBORO  
BULLOCH COUNTY  
DEVELOPMENT AUTHORITY  
OF BULLOCH COUNTY

April 10, 2023

Honorable Roy Thompson  
Chairman, Bulloch County Board of Commissioners  
PO Box 347  
Statesboro, GA 30459

Dear Chairman Thompson:

On behalf of the members of the Board of Directors of the Development Authority of Bulloch County (DABC), please accept this letter recommending the following citizens to be reappointed to the DABC Board as of July 1, 2023:

- Billy Allen
- Paul Roesel
- Greg Proctor

Each of these Board members has been outstanding contributors to our Board, and each of them would like to continue to serve the Development Authority and Bulloch County.

Our Board would also like to thank you, the Board of Commissioners, and Bulloch County staff for the consistent and strong support you've given to the Authority, and for the opportunity to offer our recommendations for your consideration. If we can provide any further information, please let us know.

Sincerely,



Benjy Thompson

c: Tom Couch  
Billy Allen  
Venus White



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

**Department Making Request:**  
**Board of Commissioners**

**Meeting Date: May 16, 2023**

**Requested Motion or Item Title:**

**Approve the re-appointment of John Cheek to the Coastal Workforce Development Board to serve a term beginning July 1, 2023 through June 30, 2026.**

**Summary / Background Attach Detailed Summary:**

The Coastal Workforce Development Board requested the reappointment of Coastal Workforce Development Board (CWDB) Member John Cheek of Georgia Vocational Rehabilitation Agency to fill one Economic Development Representative vacancy for a three year term ending June 30, 2026. This action allows the CWDB to be certified by its governing agency, the Technical College System of Georgia. Under WIOA, all Chief/Local Elected Officials must affirm all re/appointments under the Workforce Innovation and Opportunity Act (WIOA) of 2014 regulations.

**Agenda Category**

**Financial Impact Statement**

**Budgeted Item?**

**NO**

**Amendment or  
Transfer Required?**

**NO**

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:

Board of Commissioners

Pending

05/16/2023 8:30 AM



April 10, 2023

Bulloch County Clerk Office

115 N Main Street  
Statesboro, GA 30458

**RE: Re-appointment of Coastal Workforce Development Board Member**

Dear Ms. Gaines:

The Coastal Workforce Development Board (CWDB) is requesting the re-appointment of a Coastal Workforce Development Board Member, [Mr. John Cheek](#) of **Georgia Vocational Rehabilitation Agency** to fill one (1) **Economic Development Representative** vacancy for under a **three (3)** year term ending **June 30, 2026**. In order for the CWDB to be *certified* by its governing agency, the Technical College System of Georgia —Office of Workforce Development (TCSG-OWD), this action must be taken at your next Commissioner's Meeting.

Under WIOA, all Chief/Local Elected Officials must affirm all re/appointments under the Workforce Innovation and Opportunity Act (WIOA) of 2014 regulations.

For your reference, the new WIOA Local Workforce Development Board requirements are as follows:

**Business Representatives (minimum 10)** - A majority (51%) of the members of each local board shall be representatives of business in the local area, who-

- are owners of business, chief executives or operating officers of business, or other businesses executives or employers with optimum policymaking or hiring authority;
- represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in local areas; and
- are appointed from among individuals nominated by local business organizations and business trade associations.

**Workforce Representatives (Labor, Community Based Organization and Youth Serving Organizations) (minimum 4)** - Not less than 20% of the members of each local board shall be representatives of the workforce within the local area, who-

- shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees; **(2 minimum)**
- shall include a representative, who shall be a member of a labor organization or training director, from a joint labor-management apprenticeship program, or if no such joint program exist in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

Attachment: Coastal Workforce Development Board (Reappointment of John Cheek to Coastal Workforce Development Board)



- may include representative of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

**Education and Training Representatives (minimum 2)** - each local Board shall include representatives of entities administering education and training activities in the local area, who-

- shall include a representative of eligible providers administering adult education and literacy activities under title II;
- shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); and
- may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

**Government And Economic Development Representatives (minimum 3)** - Each local board shall include representatives of governmental and economic and community development entities serving the local area, who-

- shall include a representative of economic and community development entities;
- shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
- shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732,741), serving the local area;
- may include representative of agencies or entities administering programs serving the local area relating to transporting, housing, and public assistance; and
- may include representatives of philanthropic organizations serving the local area.



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

<b>Department Making Request:</b> Board of Commissioners	<b>Meeting Date:</b> May 16, 2023
---	-----------------------------------

**Requested Motion or Item Title:**  
Proclamation Presentation to Public Works as First Responders

**Summary / Background Attach Detailed Summary:**  
Public Works requested on March 21, 2023 that the Board of Commissioners approve their office staff be recognized in Bulloch County as First Responders due to their involvement in emergency response situations and assistance provided to Law Enforcement, Fire Department and EMS.

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

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:  
Board of Commissioners      Pending      05/16/2023 8:30 AM



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

**Department Making Request:**  
Public Works

**Meeting Date:** May 16, 2023

**Requested Motion or Item Title:**  
Presentation and report to Commissioners on recent demonstration of Crafcoc Mastic street repair.

**Summary / Background Attach Detailed Summary:**  
Requesting a few minutes to discuss the findings of the demonstration and seeking the Board's opinion on the process observed.

Agenda Category	Financial Impact Statement		
Presentation	Budgeted Item?	NO	Amendment or Transfer Required? NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>			
<b>Agenda Item Review and Approval</b>			

Review:  
Board of Commissioners      Pending      05/16/2023 8:30 AM



# CRAFCO MASTIC ONE PROVIDES A FAST AND EFFICIENT REPAIR SOLUTION TO SPALDING COUNTY’S BUSY ROADWAYS



**P**ossibly the only thing hotter than Georgia asphalt is the growth rate for the Atlanta metro area. Since 2000 alone, it’s added another 2 million residents, pushing the total to over 6.1 million.

Many of the metro’s newcomers are settling in outlying areas such as Spalding County, which is about 40 miles south of downtown, with I-75 running along its eastern side. When the interstate is backed up or closed, drivers often detour onto Jackson Road, a two-lane with its own share of daily traffic.

“When I-75 shuts down, we’re probably getting [an additional] 1,000 vehicles at a time on the county

road,” says Kevin King, Spalding County Public Works Construction Supervisor. “Sometimes it will back up almost a mile at our stop signs.”

All of that daily and diverted traffic makes it challenging to keep Jackson Road smooth and safe. Patch crews need to work as quickly as possible so they’re not causing or contributing to backups. But they also can’t cut corners because that can result in an application that fails prematurely — a risk heightened by the daily baking in the Georgia sun and the weight of trucks.

“We have a lot of tankers and larger vehicles like that,” King says.

Attachment: Crafcoc Case Study (Discussion/Report on Crafcoc Mastic)



**FINDING THE RIGHT MATERIAL**

These challenges prompted Spalding County to look for a product that could be applied quickly and perform better than the materials and methods previously used. Recognizing a growing pothole problem, Spalding County Public Works tested a unique repair solution that had been successfully used by agencies across the country for over 20 years.

That product is CrafcO Mastic One, a hot-applied, pourable, highly adhesive, flexible asphalt binder that includes selected aggregate to ensure a permanent repair with load-bearing characteristics. It's designed for pavement cracks over 1.5 inches wide and other distressed surface areas that can't be effectively repaired with hot mix asphalt. Mastic One is engineered to bond to asphalt cement concrete and Portland cement concrete, making it ideal for virtually any type of application, from rural two-lanes to high-volume interstates.



Spalding County also uses a CrafcO Patcher II melter, a double-boiler unit that's specifically designed for mastics. The unit's digital controls maintain proper material application temperature and mixture to make it easy for the crew and ensure a successful repair.

**HOT MEETS COLD SO THE RUBBER CAN MEET THE ROAD**

With technical support from CrafcO Territory Manager Mike Corvino and Reynolds Warren's Dan Dwyer, King and his team initially tested Mastic One on a couple of small areas while the county manager and the Spalding County Board of Commissioners observed.

"A lot of the commissioners loved how it was going down," King says.

Public Works Director TJ Imberger stated, "It was a pleasure to work with staff like King because they are constantly looking for technologies to be more efficient and fiscally responsible to the citizens of Spalding County. We are also fortunate to have a Board of



Attachment: CrafcO Case Study (Discussion/Report on CrafcO Mastic)





Commissioners that are open to the consideration of innovative ways to provide service.”

The uniqueness and versatility of Mastic One allows permanent repairs to quickly be made from one-fourth of an inch up to several inches deep. A variety of application methods and techniques including layering and bulking can accommodate virtually any repair type. Mastic One also was an ideal alternative to cold mix for quickly patching heavily trafficked Jackson Road, where holes typically run 4-to-6 inches deep and 10-to-12 inches wide.

“That’s the reason we picked that road,” King says. “They will not hold their cold mix stuff in there, especially when we can’t get hot mix to put in.”

Fast applications also are helping Spalding County cope with a problem that plagues road departments nationwide: a severe shortage of employees.

*“We are ... fortunate to have a Board of Commissioners that are open to the consideration of innovative ways to provide service.”*

“We’re seven people short,” King says. “We use state inmate labor, too. That helps us out.”

Crafco Mastic One has allowed Spalding County to make permanent repairs to its roads quickly, correctly and safely.

To find out how Crafco’s Mastic One can save you time and money on road repairs that last, contact (602) 276-0406 or [info@crafco.com](mailto:info@crafco.com).

Attachment: Crafco Case Study (Discussion/Report on Crafco Mastic)



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

**Department Making Request:**  
**Human Resources**

**Meeting Date: May 16, 2023**

**Requested Motion or Item Title:**  
**Motion to Submit Notice of Non-Renewal to Benefits Planning Consultants, Inc.**

**Summary / Background Attach Detailed Summary:**

Since 2020, Benefits Planning Consultants, Inc. (BPC) has served as the County's vendor for the administration of employee Flexible Spending Accounts. The "Provider Services Agreement" with BPC renews on July 1st each year, unless written notice of non-renewal is delivered to the vendor at least 30 days in advance. Because staff is recommending a change in vendors for the upcoming plan year, the Board's authorization to prepare and submit a notice of non-renewal is requested.

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:

Jeff Akins    Completed    05/11/2023 7:47 AM  
 Cindy Steinmann    Pending  
 Tom Couch    Completed    05/11/2023 7:48 AM  
 Kristie King    Completed    05/11/2023 8:28 AM  
 Board of Commissioners    Pending    05/16/2023 8:30 AM



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

**Department Making Request:**  
**Human Resources**

**Meeting Date: May 16, 2023**

**Requested Motion or Item Title:**

**Motion to Approve Resolutions and Documents Necessary to End the Current Employee Retirement Plan and Replace with a Defined Benefit Plan Effective July 1, 2023**

**Summary / Background Attach Detailed Summary:**

In late 2021, the Board of Commissioners approved a feasibility study to examine the possibility of changing the retirement plan for County employees. In February 2022, at the request of the employee study group, the Board of Commissioners authorized ACCG Retirement Services to initiate a cost analysis. Following the completion of that analysis, the study group presented several options, with a preference for moving away from the County's current defined contribution plan and, instead, offering a defined benefit plan.

In August 2022 a due diligence period commenced to allow for further evaluation of the proposal, identification of plan structure options, employee communication, and employee feedback. During the due diligence period, county staff (with the assistance of ACCG Retirement Services) further defined the recommended parameters of the proposed defined benefit plan. Next, specific details of the potential plan - including plan multiplier, retirement age, status of the 401(a) plan, and other variables - were presented to employees.

The study group shared the Due Diligence Report with the Board of Commissioners in October 2022, summarizing the project and associated activities. In a meeting held on November 1, 2022, the Board of Commissioners voted to begin the process to move from the current defined contribution plan to a defined benefit plan and directed staff to begin the necessary steps to do so.

Over the next few months, staff worked closely with ACCG Retirement Services who drafted the documents necessary to enact this change. Several rounds of review and edits were conducted until both organizations were satisfied that the documents properly captured the intent of the switch.

The attached documents, offered for your adoption, include:

- ***Defined Benefit Adoption Agreement*** - Outlines the specific details necessary for administration of the new defined benefit plan
- ***Defined Benefit Plan Amendment*** - Addresses special situations not already covered in the Adoption Agreement (e.g., delayed plan entry for Commissioners in accordance with state law, one-time option to buy credited service, etc.)
- ***Resolution (Defined Benefit Plan)*** - Allows the Board of Commissioners to officially adopt the new defined benefit plan with an effective date of 7/1/2023



- **Defined Contribution Adoption Agreement Amendment** - Freezes the 401a defined contribution plan
- **Resolution (Defined Contribution)** - Allows the Board of Commissioners to adopt the amendment freezing the 401a defined contribution plan

Your approval of these documents will formally replace the current Defined Contribution Plan with a Defined Benefit Plan effective July 1, 2023.

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

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:

Board of Commissioners	Pending	05/16/2023 8:30 AM
Cindy Steinmann	Completed	05/10/2023 4:32 PM
Tom Couch	Completed	05/11/2023 7:47 AM
Jeff Akins	Completed	05/11/2023 7:47 AM
Kristie King	Completed	05/11/2023 8:22 AM

## ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA DEFINED BENEFIT PLAN FOR BULLOCH COUNTY EMPLOYEES

The undersigned, **Bulloch County, Georgia** ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") and the Association County Commissioner of Georgia Defined Benefit Plan Master Trust Agreement (the "Trust") sponsored by the Association County Commissioners of Georgia ("ACCG") and hereby adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

### TYPE OF PLAN ADOPTION

- New Plan**
- Amendment and Restatement of Previously Adopted Plan**

### ARTICLE I: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

#### 1.03 ACTUARIAL EQUIVALENCE OR ACTUARIAL EQUIVALENT.

##### Interest Rates

For purposes of determining amounts transferred to another qualified pension plan:

- A rate of **eight percent (8.0%)**
- A rate based on the following index:

For all other purposes

- A rate of **seven percent (7.0%)**
- A rate based on the following index:

#### 1.07 AVERAGE MONTHLY COMPENSATION.

- Number of consecutive months to use in the calculation: **sixty (60)**
- Maximum number of most recent consecutive months to consider for the calculation: **one hundred twenty (120)** (not less than number above)

#### 1.11 CODE.

The term "Code" means the Internal Revenue Code of 1986, as amended.

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**1.12 COMPENSATION.**

- The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year.
- Other (specify):

**1.13 CREDITED SERVICE.**

Method of Measurement

- Hours of Service Method
- Elapsed Time Method

Adjustments to Credited Service

	<b>Include</b>	<b>Exclude</b>
Maximum years of Credited Service	[--]	[--]
Maximum Years:		
Unused sick leave	[X]	[--]
Unused annual leave	[--]	[X]
Eligibility Service	[X]	[--]
Service when no Participant contributions were made (for contributory plans only)	[--]	[--]

**1.15 DISABILITY OR DISABLED.**

- A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be, entitled to disability retirement benefits under the federal Social Security Act.
- A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be entitled to recover benefits under any long term disability plan or policy maintained by the Employer.

**1.20 EFFECTIVE DATE.**

- For the establishment of a new qualified Plan of the Employer with an Effective Date of **July 1, 2023** ( "Original Effective Date").
- For an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which had a previous effective date of \_\_\_\_\_ ( "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is \_\_\_\_\_.

**1.22 ELIGIBILITY SERVICE.**

Method of Measurement

- Hours of Service Method

## DB Adoption Agreement

Elapsed Time Method

**1.23 EMPLOYEE.**

<u>Employees, other than Elected Officials</u>		<b>Include</b>	<b>Exclude</b>
	All Employees	[--]	[--]
	Full-time Employees only	<input checked="" type="checkbox"/>	[--]
<input checked="" type="checkbox"/>	Working for the Employer at least <b>thirty (30)</b> Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition:		
	<u>Other Employees</u>	[--]	[--]
	Definition of Other Employee:		
<u>Elected or Appointed Officials of the Employer</u> (With no other Publicly Funded Retirement or Pension Plan)			
	County Commissioners	<input checked="" type="checkbox"/>	[--]
	Coroner	[--]	<input checked="" type="checkbox"/>
	Magistrate	<input checked="" type="checkbox"/>	[--]
<u>Elected or Appointed Officials of the Employer</u> (With one or more other Publicly Funded Retirement or Pension Plan)			
	Sheriff	[--]	<input checked="" type="checkbox"/>
	Tax Commissioner (hired before 7/1/2012)	[--]	<input checked="" type="checkbox"/>
	Clerk of Superior Court	[--]	<input checked="" type="checkbox"/>
	Chief Magistrate Judge	[--]	<input checked="" type="checkbox"/>
	Probate Court Judge	[--]	<input checked="" type="checkbox"/>
<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation</u> (Based solely on Allowable Compensation)			
	State Court Judge	[--]	<input checked="" type="checkbox"/>
	Juvenile Court Judge	[--]	<input checked="" type="checkbox"/>
	Superior Court Judge	[--]	<input checked="" type="checkbox"/>
	Solicitor or Solicitor General	[--]	<input checked="" type="checkbox"/>
	District Attorney	[--]	<input checked="" type="checkbox"/>
	Other Elected Officials Eligible for Limited Plan Participation (specify):	[--]	[--]
<u>Other Personnel Eligible to Participate in One or More Other Publicly-funded Retirement or Pension Plans</u>		<b>Include</b>	<b>Exclude</b>
	Employees of the Tax Commissioner (hired before 7/1/2012)	<input checked="" type="checkbox"/>	[--]
<u>Tax Commissioner and Employees of Tax Commissioner</u> (if not participating in the Employees' Retirement System of Georgia)			
	Tax Commissioner (hired on or after 7/1/2012)	[--]	<input checked="" type="checkbox"/>
	Employees of Tax Commissioner (hired on or after 7/1/2012)	<input checked="" type="checkbox"/>	[--]

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Other Personnel Receiving Supplemental Compensation from Employer

Extension Agents	[--]	[X]
Other (specify):	[--]	[--]

Excluded Employees

- [--] No other excluded employees
- [X] Excluded employees (specify): **seasonal employees; County Commissioners before January 1, 2025 (notwithstanding the designation of County Commissioners as “Include” above); Employees hired as Tax Commissioners on or after 7/1/12 shall be excluded in accordance with the designation of “Exclude” above notwithstanding prior service as an Employee in a position other than as a Tax Commissioner.**

**1.26 EMPLOYER.**

The term “Employer” means **Bulloch County, Georgia.**

**1.44 PLAN.**

The name of the Plan as adopted by the Employer is the Association County Commissioners of Georgia Defined Benefit Plan for **Bulloch County Employees.**

**1.46 PLAN ENTRY DATE.**

- [X] January 1<sup>st</sup>
- [--] Employee’s Employment Commencement Date (the first day of the first pay period)
- [--] The first day of the month
- [--] The first day of the calendar year quarter
- [X] Other (specify): **Not earlier than January 1, 2025, for County Commissioners.**

**1.61 VESTING SERVICE.**

Method of Measurement

- [--] Hours of Service Method
- [X] Elapsed Time Method

Adjustments to Vesting Service

	Include	Exclude
Service before the Original Effective Date of the Plan	[X]	[--]
Unused sick leave	[--]	[X]
Unused annual leave	[--]	[X]

## ARTICLE II: EMPLOYEE PARTICIPATION

### 2.01 PARTICIPATION ELIGIBILITY.

#### Eligibility Date Determination

- Date on which the Employee completes **three (3)** years of Eligibility Service
- The Employee's Employment Commencement Date
- The earlier date on which the Employee completes \_\_\_\_\_ (\_\_\_\_) years of Eligibility Service or attains age \_\_\_\_\_ (\_\_\_\_)
- Other date (specify):

## ARTICLE III: EMPLOYER CONTRIBUTIONS

### 3.03 TIME OF PAYMENT OF CONTRIBUTION.

#### Contribution Remittance

- On an annual basis  
The later of March 31 of the year following the Plan Year for which the contribution obligation has occurred or thirty (30) days after the Plan Administrator notifies the Employer of its required contribution.
- On a payroll basis  
If such contributions during the Plan Year are insufficient to pay the required contribution as calculated by the Actuary, an additional contribution in the amount of the insufficiency shall be made in accordance with a contribution remittance made on an annual basis. If such contributions during the Plan Year are in excess of the required contribution as calculated by the Actuary, such excess contribution shall be applied to the required contribution for the following Plan Year.
- On another basis (specify):

## **ARTICLE IV: PARTICIPANT CONTRIBUTIONS**

### **4.01 PARTICIPANT PAYROLL DEDUCTION CONTRIBUTIONS (AFTER-TAX).**

#### Contribution Requirement

- Not Permitted
- Mandatory by the Participant in an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of Compensation

#### Contribution Remittance

- On a payroll basis
- On an annual basis

### **4.06 EMPLOYER PICK-UP CONTRIBUTIONS (PRE-TAX).**

#### Contribution Requirement

- Not Required
- Required in an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of Compensation

#### Contribution Remittance

- On a payroll basis
- On a monthly basis

### **4.07 EARNINGS ON ACCUMULATED PARTICIPANT CONTRIBUTIONS.**

#### Interest Crediting Rate:

- Fixed rate: \_\_\_\_\_ percent (\_\_\_\_%)
- Index rate (specify index name):
- Other rate or method (specify method):

### **4.09 REPAYMENT OF PARTICIPANT CONTRIBUTION ACCOUNT.**

#### Minimum Repayment Amount

- The minimum repayment amount shall not be less than \_\_\_\_\_ percent (\_\_\_\_%) of the previously refunded amount including interest.
- There shall be no minimum repayment amount.

In no event shall the minimum repayment amount be less than the amount necessary to restore a minimum one (1) year of Credited Service unless the total amount of Credited Service eligible to be restored is less than one (1) year.

#### Repayment Time Period

- Repayment must be made within \_\_\_\_\_ (\_\_\_\_) days of the subsequent Participant's Reemployment Commencement Date.
- Repayment must be made anytime between the subsequent Participant's Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

**ARTICLE V: NORMAL AND LATE RETIREMENT PENSION**

**5.02 ELIGIBILITY FOR NORMAL OR LATE RETIREMENT PENSION.**

- The date the Participant attains \_\_\_\_\_ (\_\_\_\_) years of age.
- The later of the date:
  - The Participant attains **sixty-five (65)** years of age
  - The Participant completes **five (5)** years of Vesting Service
- The earlier of date determined above and the later of the date:
  - The Participant attains \_\_\_\_\_ (\_\_\_\_) years of age
  - The Participant completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service
- Other date (specify) (no later than age 65):

**5.03 AMOUNT OF NORMAL OR LATE RETIREMENT PENSION.**

A Participant’s Normal or Late Retirement Pension shall be calculated using the following Pension Benefit Formula(s):

- Single tiered Formula  
**One and one-half percent (1.5)** of a Participant's annualized Average Monthly Compensation multiplied by years of Credited Service
- Multi tiered Formula  
 \_\_\_\_\_ percent (\_\_\_\_%) of a Participant's annualized Average Monthly Compensation up to and including \_\_\_\_\_ multiplied by years of Credited Service, plus  
 \_\_\_\_\_ percent (\_\_\_\_%) of a Participant's annualized Average Monthly Compensation above \_\_\_\_\_ multiplied by years of Credited Service
- Fixed Dollar Amount  
 A fixed dollar amount of \$\_\_\_\_\_ multiplied by years of Credited Service.
- Percentage of annualized Average Monthly Compensation  
 \_\_\_\_\_ percent (\_\_\_\_%) of annualized Average Monthly Compensation multiplied by the ratio of years of Credited Service to the total of: (1) the years of Credited Service plus (2) the years remaining until the Participant’s Normal Retirement Date. The multiplier shall not be less than zero (0) nor greater than one (1).

**All formulas specified in this Section shall be added together to determine the Normal or Late Pension benefit.**

**5.04 COMPUTATION AND PAYMENT OF NORMAL OR LATE RETIREMENT PENSION.**

Involuntary Lump Sum Payment

- Required
- Not Required



## ARTICLE VI: EARLY RETIREMENT PENSION

### 6.01 OFFERING OF EARLY RETIREMENT PENSION.

- The Plan offers an Unreduced Early Retirement Pension
- The Plan offers a Reduced Early Retirement Pension
- The Plan does not offer an Early Retirement Pension

### 6.02 ELIGIBILITY FOR EARLY RETIREMENT PENSION.

#### For Unreduced Early Retirement Pension

- The later of the date:
- The Participant attains **sixty (60)** years of age
- The Participant completes **thirty (30)** years of Vesting Service
- The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of \_\_\_\_\_ (\_\_\_\_)
- The earlier of date determined immediately above and the later of the date:
- The Participant attains \_\_\_\_ (\_\_\_\_) years of age
- The Participant completes \_\_\_\_ (\_\_\_\_) years of Vesting Service
- The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of \_\_\_\_ (\_\_\_\_)

#### For Reduced Early Retirement Pension

- The later of the date:
- The Participant attains **sixty (60)** years of age
- The Participant completes **ten (10)** years of Vesting Service
- The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of \_\_\_\_\_ (\_\_\_\_)
- The earlier of date determined immediately above and the later of the date:
- The Participant attains \_\_\_\_\_ (\_\_\_\_) years of age
- The Participant completes \_\_\_\_\_ (\_\_\_\_) years of Vesting Service
- The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of \_\_\_\_\_ (\_\_\_\_)

**6.03 AMOUNT OF EARLY RETIREMENT PENSION.**

Pension Benefit Reduction/Reduced Early Retirement Pension

If the Plan offers a Reduced Early Retirement Pension, the Pension Benefit will be reduced for each month that the Benefit Commencement Date precedes a Participant’s Normal Retirement Date using one of the following reduction factors:

- Actuarial reduction using the Actuarial Equivalence specified in Section 1.03 of this Adoption Agreement
- Uniform monthly reduction at the monthly rate of \_\_\_\_\_ percent (\_\_\_\_%)
- Other reduction factor or schedule (specify):

**6.04 COMPUTATION AND PAYMENT OF EARLY RETIREMENT PENSION.**

Voluntary Lump Sum Payment

- Permitted
- Not Permitted

**ARTICLE VII: DISABILITY PENSION**

**7.01 OFFERING OF DISABILITY PENSION.**

- The Plan does not offer a Disability Pension
- The Plan offers a Disability Pension

**7.02 ELIGIBILITY FOR DISABILITY PENSION.**

The later of the date:

- The Participant attains **fifty (50)** years of age
- The Participant completes **ten (10)** years of Vesting Service

Eligibility shall be determined as of the date the Participant becomes Disabled as specified in Section 1.15 of this Adoption Agreement.

**7.03 AMOUNT OF DISABILITY PENSION.**

- One hundred percent (100%)** of his Normal Retirement Pension adjusted to reflect the Participant’s annualized Average Monthly Compensation and Credited Service as of the date of Disability.
- \_\_\_\_\_ percent (\_\_\_\_%) of his annualized Average Monthly Compensation at the time of Disability.

**7.04 COMPUTATION AND PAYMENT OF DISABILITY PENSION.**

Benefit Commencement Date shall be the later of:

- [X] The first day of the month coinciding with or next following the later of: (1) the date of the first payment associated with the program, plan, or policy elected by the Employer in Section 1.15 of this Adoption Agreement, or (2) the Participant’s Termination of Employment Date on or after his Disability Date.
- [--] The date the Participant attains \_\_\_\_\_ (\_\_\_\_) years of age on or after his Disability Date.

**ARTICLE VIII: DEFERRED VESTED PENSION**

**8.04 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.**

Voluntary Lump Sum Payment

- [--] Permitted
- [X] Not Permitted

Involuntary Lump Sum Payment

- [--] Required
- [X] Not Required

**8.05 VESTING SCHEDULE.**

The Employer elects the following vesting schedule:

- [--] Immediately upon Plan Entry Date 100% Vested in  
Accrued Benefits
- [X] Full Years of Vesting Service With the Employer Percent Vested in  
Accrued Benefit
  - Less than **five (5)** years 0%
  - Five (5)** years or more 100%
- [--] Full Years of Vesting Service With the Employer Percent Vested in  
Accrued Benefit
  - \_\_\_\_\_ years \_\_\_\_\_ %
  - \_\_\_\_\_ years \_\_\_\_\_ %
  - \_\_\_\_\_ years \_\_\_\_\_ %
  - \_\_\_\_\_ years \_\_\_\_\_ %
  - \_\_\_\_\_ years \_\_\_\_\_ %
  - \_\_\_\_\_ years \_\_\_\_\_ %

Attachment: DB Adoption Agreement Effective 7-1-2023 (Motion to Approve Resolutions and Documents to Change Employee Retirement Plan)

## ARTICLE IX: DEATH BENEFITS

### 9.01 PRE-RETIREMENT DEATH BENEFIT.

#### Offering of Pre-Retirement Death Benefit

- Not Offered  
 Offered

#### Benefit Type and Amount

- Lump Sum Benefit  
 The amount of the death benefit shall be equal to \_\_\_\_\_ percent (\_\_\_%) of the Participant's annualized Average Monthly Compensation as of the end of the Plan Year immediately preceding the date of the Participant's death.  
 The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the estimated monthly amount of the Participant's Normal Retirement Pension.

#### *Maximum Lump Sum Benefit*

- Subject to a maximum amount of **fifty thousand dollars (\$50,000)**  
 Not subject to any maximum dollar amount

#### Annuity Benefit

The amount of the death benefit, payable monthly to the beneficiary or beneficiaries, shall be equal to \_\_\_\_\_ percent (\_\_\_%) of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death.

#### Permitted Beneficiaries for Annuity Benefit

- Spouse Only  
 Spouse and Minor Children Only  
 No Limitation

### 9.02 POST-RETIREMENT DEATH BENEFIT.

#### Offering of Post-Retirement Death Benefit

- Not Offered  
 Offered

#### Benefit Type and Amount

- Lump Sum Benefit  
 The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.02 of the Plan.

**9.03 DISABILITY DEATH BENEFIT.**Offering of Disability Death Benefit

- Not Offered
- Offered

Benefit Type and Amount

- Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.03 of the Plan.

**9.04 DEFERRED VESTED DEATH BENEFIT.**Offering of Deferred Vested Death Benefit

- Not Offered
- Offered

Benefit Type and Amount

- Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.04 of the Plan.

## **ARTICLE X: PAYMENT OF ACCRUED BENEFIT – NORMAL & OPTIONAL FORMS OF DISTRIBUTION**

**10.01 NORMAL FORM OF DISTRIBUTION.**

- Straight life annuity continuing for the life of the Participant
- Straight life annuity continuing for the life of the Participant and continuing for the life of the Participant's Beneficiary equal to a percentage of the Participant's Pension benefit as of the Participant's date of death:
- 100%
- 75%
- 66 2/3%
- 50%
- Straight life annuity guaranteed for ten (10) years

**10.02 OPTIONAL FORMS OF DISTRIBUTION.**

The Participant may select an optional form of distribution that will be actuarially adjusted from the Normal Form of Distribution.

- Straight Life Annuity  
Payable for the Participant's life only.
- 10 Years Certain and Life  
Payable for the life of the Participant, guaranteed for at least ten (10) years.
- Full Contingent (100% Joint and Survivor)  
Payable for the life of the Participant, and the same monthly amount payable for the life of the Beneficiary following the death of the Participant.
- Three-quarters Contingent (75% Joint and Survivor)  
Payable for the life of the Participant and three-quarters the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- Two-thirds Contingent (66 2/3% Joint and Survivor)  
Payable for the life of the Participant, and two-thirds the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- One-half Contingent (50% Joint and Survivor)  
Payable for the life of the Participant, and one-half the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- Pop Up Contingent  
If the Participant selects either a Full Contingent, Three-quarters Contingent, Two-thirds Contingent or One-half Contingent option form of distribution as provided in this Section above, and the Beneficiary predeceases the Participant, the Participant's monthly benefit will be increased to his Accrued Benefit under the Normal Form of Distribution (including any adjustments after his Benefit Commencement Date) for the remainder of his lifetime.
- Lump Sum Distribution  
Payable in a lump sum if, at the time of the distribution, the Participant's Nonforfeitable Accrued Benefit is less than or equal to ten thousand (\$10,000) dollars
- Other (specify):

**10.03 COST OF LIVING ADJUSTMENT.**Offering of Cost of Living Adjustment ("COLA")

- Not Offered
- Offered at the discretion of the Employer
- Offered
- Fixed rate in the annualized amount of \_\_\_\_\_ percent (\_\_\_\_\_%), and shall be applied every \_\_\_\_\_ (\_\_\_\_\_% ) Year(s), or
- Adjustable rate in an amount equal to the annual change in the Consumer Price Index ("CPI COLA").

Maximum and Minimum Limits on CPI COLA

- No Maximum and Minimum Limits
- Limits
- Maximum Limit of \_\_\_\_\_ percent (\_\_\_\_\_% ) annually
- Minimum Limit of \_\_\_\_\_ percent (\_\_\_\_\_% ) annually

Eligible Participants

If the Plan offers a COLA, such COLA shall apply to Retired Participants and other Pension benefit recipients as specified below:

- Participants receiving a Disability Pension
- Participants receiving a Deferred Vested Pension
- Beneficiaries receiving a joint and survivor annuity under the Plan

**10.04 COMMENCEMENT OF BENEFITS/PAYMENT SCHEDULES.**Delay in Commencement of Pension Benefit Payments

- No delay
- Delay until the earlier of: (not to exceed five (5) years)
- One (1)** years from the Original Effective Date of the Plan
- The Participant attains \_\_\_\_\_ (\_\_\_\_\_) years of age

**10.05 CONTINUED EMPLOYMENT AFTER NORMAL RETIREMENT AGE.**

A Participant, continuing as an Employee (as defined in Section 1.23 of this Adoption Agreement), after Normal Retirement Age:

- May elect to receive his Accrued Benefit
- Shall not receive his Accrued Benefit

**10.06 REPAYMENT OF PENSION LUMP SUM PAYMENT.**Restoration of Credited Service/Time Limit

- Repayment in full must be made within \_\_\_\_ ( ) years of the Participant's subsequent Reemployment Commencement Date.
- Repayment must be made anytime between the Participant's subsequent Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

**10.07 REEMPLOYMENT OF RETIRED PARTICIPANT.**

After Reemployment Commencement Date as an Employee (as defined in Section 1.23 of this Adoption Agreement), the Participant:

- May elect to continue or cease receiving his Accrued Benefit
- Shall cease receiving his Accrued Benefit

## **ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING THE CREDITING OF SERVICE**

**11.02 SERVICE UPON REEMPLOYMENT.**

- Credited Service shall be restored regardless of Breaks in Service
- Credited Service shall be restored if the Participant has incurred less than **one (1)** consecutive Breaks in Service

**11.03 PRIOR SERVICE CREDITS WITH OTHER ADOPTING EMPLOYERS.**

- The Employer will accept prior Service credit transfers.
- The Employer will not accept prior Service credit transfers.



**11.05 PAST CREDITED SERVICE.**

Inclusion of Past Credited Service

- Service prior to the Original Effective Date of the Plan (“Past Credited Service”) shall not be included as Credited Service under the Plan
- Service prior to the Original Effective Date of the Plan, subject to the funding as specified in this section below, shall be included as Credited Service subject to the following limits:
  - No limit on Past Credited Service
  - A maximum \_\_\_\_\_ percent (%) of such Past Credited Service
  - A maximum \_\_\_\_\_ (\_\_\_\_) years of such Past Credited Service
  - Excluding such Past Credited Service (specify): **See Plan Amendment #1.**

Participant Purchase of Past Credited Service

- Participant is not required to purchase Past Credited Service
- Participant is required to purchase Past Credited Service using one of the following methods:
  - \_\_\_\_\_ percent (\_\_\_\_%) of the Actuarial Equivalence of the Past Credited Service to be purchased.
  - Other method or formula (specify): **See Plan Amendment #1.**

Participant Payment Time Period for Purchase of Past Credited Service

- Participant payment must be made in whole within \_\_\_\_\_ (\_\_\_\_) days of notification of the payment amount by the Employer.
- Participant may elect to make the required payment in accordance with the schedule specified above or in periodic annual payments for a period not to exceed \_\_\_\_\_ (\_\_\_\_) years (maximum five (5) years).
 

If the Participant elects to make periodic payments, the payment will be increased to include interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Employer shall end on the last day of the month preceding the final payment.
- Other time period (specify): **See Plan Amendment #1.**

**11.07 QUALIFIED MILITARY SERVICE.**

	<u>Yes</u>	<u>No</u>
<u>Return to Employment</u>		
Mandatory Employee Contributions required to receive Credited Service	[--]	[--]
<u>Death During Military Service</u>		
Credited Service for period of Military Service granted to Participants who die during Qualified Credited Military Service:	[--]	[X]

## DB Adoption Agreement

Disability During Military Service

Credited Service for period of Military Service granted to Participants who become Disabled during Qualified Credited Military Service	[--]	[X]
--	------	-----

Vesting Upon Disability

Service for vesting purposes is granted to a Participant who becomes Disabled during Qualified Military Service. (Must select if granting Credited Service for Disabled Participants)	[--]	[X]
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Differential Wage Payments

Differential Wage Payments treated as Compensation during Qualified Military Service	[X]	[--]
--	-----	------

## ARTICLE XII: MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS

### 12.06 FORFEITURE OF BENEFITS.

- [X] Apply forfeiture of benefits provisions for Participants convicted of certain crimes
- [--] Do not apply forfeiture of benefits provisions for Participants convicted of certain crimes

## ARTICLE XIV: PARTICIPANT ADMINISTRATIVE PROVISIONS

### 14.02 NO BENEFICIARY DESIGNATION.

- [X] If the Participant has not designated a Beneficiary, or all Beneficiaries have predeceased the Participant, benefits should be paid according to the order specified in Section 14.02 of the Plan.
- [--] Other order of Beneficiaries:

DB Adoption Agreement

The Employer hereby agrees to the provisions of this Adoption Agreement, Plan and Trust, and in witness of its agreement, the Employer by its duly authorized officers has executed this Adoption Agreement, on the date specified below.

**BULLOCH COUNTY, GEORGIA**

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

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

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

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
DEFINED BENEFIT PLAN  
FOR BULLOCH COUNTY EMPLOYEES**

**PLAN AMENDMENT #1**

**THIS PLAN AMENDMENT** to the Association County Commissioners of Georgia Defined Benefit Plan for Bulloch County Employees is made and entered into by and through the Bulloch County, Georgia Board of Commissioners.

**WITNESSETH :**

**WHEREAS**, Bulloch County (the “Employer”) is, contemporaneously with the adoption of this amendment, adopting the Association County Commissioners of Georgia Defined Benefit Plan for Bulloch County Employees (the “Pension Plan”) through an Adoption Agreement that will be effective as of July 1, 2023;

**WHEREAS**, Section 16.02(a) of the Pension Plan allows the Employer to amend the provisions of the Pension Plan document with the approval of the Association County Commissioners of Georgia Defined Benefit Plan Board of Trustees;

**WHEREAS**, the Employer also sponsors the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Bulloch County Employees (the “401(a) Plan”), which will be frozen as to participation and accruals as of June 30, 2023;

**WHEREAS**, the Employer desires to amend the Adoption Agreement to create an Employee class (Class 2), consisting of County Commissioners and to provide (1) that Class 2 Employees are not Eligible Employees under the Plan until January 1, 2025, and (2) a Normal Retirement Benefit equal to \$350 times the number of years of Credited Service earned as a Class 2 Employee;

**WHEREAS**, the Employer wishes to offer individuals who are Employees as of July 1, 2023, a one-time option to transfer their balance under the 401(a) Plan to the Pension Plan in exchange for Credited Service under the Pension Plan for periods prior to July 1, 2023;

**WHEREAS**, Employees who make such an election will be permitted to purchase the Credited Service they would otherwise have earned between the original effective date of the 401(a) Plan, i.e., November 1, 1994, and June 30, 2023, using their Employer Basic Contribution sub-account in the 401(a) Plan;

**WHEREAS**, the provisions regarding the freezing of the 401(a) Plan and the purchase of Credited Service shall be adjusted for Class 2 Employees, as described below, to reflect that Class 2 Employees may not enter the Pension Plan until January 1, 2025;

**WHEREAS**, the Employer wishes to further amend the Pension Plan to provide that (i) no benefits may be paid from the Pension Plan as of any date that is earlier than July 1, 2024, except that a Participant who is at least age sixty-five (65) as of July 1, 2023, may commence benefits as of any date that is at least six (6) months after July 1, 2023; (ii) the reemployment provisions shall also apply in the event that a retiree is providing services to the Employer as an independent contractor; (iii) and to provide that service upon reemployment shall be recognized only if the break in service is less than one (1) year and both begins and ends within the five-year period preceding the Employee’s Reemployment Commencement Date.

**NOW, THEREFORE**, the Pension Plan is hereby amended effective as of July 1, 2023, as follows:

**1.**

The Adoption Agreement is amended to add the following Employee class:

**Class 2: County Commissioners**

Amendment Effective Date:

January 1, 2025

Applicable Employees:

Class 2

2.

Section 5.03, Amount of Normal or Late Retirement Pension, shall be restated as follows for Class 2 Employees:

**5.03 AMOUNT OF NORMAL OR LATE RETIREMENT PENSION.**

A Participant’s Normal or Late Retirement Pension shall be calculated using the following Pension Benefit Formula(s):

- Single tiered Formula  
\_\_\_\_\_ (\_\_\_\_%) of a Participant's annualized Average Monthly Compensation multiplied by years of Credited Service
- Multi tiered Formula  
\_\_\_\_\_ percent (\_\_\_\_%) of a Participant's annualized Average Monthly Compensation up to and including \_\_\_\_\_ multiplied by years of Credited Service, plus  
\_\_\_\_\_ percent (\_\_\_\_%) of a Participant's annualized Average Monthly Compensation above \_\_\_\_\_ multiplied by years of Credited Service
- Fixed Dollar Amount  
A fixed dollar amount of \$ 350 multiplied by years of Credited Service.
- Percentage of annualized Average Monthly Compensation  
\_\_\_\_\_ percent (\_\_\_\_%) of annualized Average Monthly Compensation multiplied by the ratio of years of Credited Service to the total of: (1) the years of Credited Service plus (2) the years remaining until the Participant’s Normal Retirement Date. The multiplier shall not be less than zero (0) nor greater than one (1).

**All formulas specified in this Section shall be added together to determine the Normal or Late Pension benefit.**

Amendment Effective Date:	January 1, 2025
Applicable Employees:	Class 2

3.

**Plan Section 10.04(j)**, Delay in Commencement of Pension Benefit Payments, shall be amended as of July 1, 2023, by adding the following at the end thereof:

“Notwithstanding the election in the Adoption Agreement imposing a one-year delay in the commencement of pension benefits after the Original Effective Date of the Plan, the delay shall be six (6) months for any Participant who is at least age sixty-five (65) as of July 1, 2023. No waiting period shall apply for any participant whose Termination of Employment occurs on or after July 1, 2024.”

Amendment Effective Date:	July 1, 2023
Applicable Employees:	Class 1

4.

**Plan Section 10.07**, Reemployment of a Retired Participant, shall be amended by adding the following at the end thereof:

“The preceding provisions of this Section 10.07 shall also apply in the event that a former Participant is providing services to the Employer as an independent contractor, either directly or indirectly, e.g., through a third-party such as a staffing or consulting firm.”

Amendment Effective Date:	July 1, 2023
Applicable Employees:	All Employees

Attachment: DB Plan Amendment 1 (Motion to Approve Resolutions and Documents to Change Employee Retirement Plan)



## 5.

**Plan Section 11.02**, Service Upon Reemployment, shall be amended by restating the first paragraph thereof to read as follows:

“The Employer, in its Adoption Agreement, has specified that a reemployed Employee may incur no more than a one (1) year Break in Service in order for the Employee to have his or her Eligibility Service, Vesting Service and Credited Service restored from a prior period of employment with the Employer. The one-year limit shall apply notwithstanding language imposing a five-year minimum in the Adoption Agreement. In addition, the entire Break in Service must begin and end within the five (5) years immediately preceding the Reemployment Commencement Date.”

## 6.

**Plan Section 11.05**, “Past Credited Service,” shall be amended by adding the following at the end thereof:

“Pursuant to the foregoing provisions of this Section 11.05, the Employer has elected to grant Past Credited Service, subject to the following requirements:

- (i) Participants shall be required to purchase such Past Credited Service equal to the amount of Credited Service with which he or she would have been credited under the Plan if it had been in effect from November 1, 1994, through June 30, 2023 (through December 31, 2024, for Class 2 Employees) (the “Purchase Period”).
- (ii) Each Participant who is eligible to purchase Past Credited Service under this paragraph may purchase the amount of Past Service that would have been granted to the Participant during the Purchase Period if the Plan had been in effect with the terms that are in effect as of July 1, 2023 (January 1, 2025, for Class 2 Employees), taking into account the Plan’s Entry Date (January 1) and the provisions described in Section 11.02, Service Upon Reemployment, except that any pre-Break in Service Credited Service may be purchased only if the Break in Service began and ended within the five (5) years immediately preceding July 1, 2023. In no event may a Participant purchase service attributable to any period during which he or she was not employed by the Employer or was employed in a capacity that would not have made the Participant an Eligible Employee under the Plan when it was implemented on July 1, 2023 (January 1, 2025, for Class 2 Employees).
- (iii) To be eligible to purchase Past Credited Service under this paragraph, the Participant must (1) be an Employee on July 1, 2023 (January 1, 2025, for Class 2 Employees), and (2) not have taken a distribution from the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Bulloch County Employees (the “401(a) Plan”). If a Participant has more than one period of service under the 401(a) Plan, a distribution from the 401(a) Plan on account of a Termination of Employment following any period of service, even if not for every period of service, shall nevertheless disqualify the Participant from purchasing Past Credited Service under this Section 11.05, even if the service to which the distribution was attributable would have been disregarded under Section 11.02, Service Upon Reemployment.
- (iv) An eligible Participant who wishes to purchase the Past Credited Service described in (ii) above must make an election to do so during the period beginning June 1, 2023, and ending June 30, 2023 (beginning January 1, 2025, and ending January 31, 2025, for Class 2 Employees), in the manner prescribed by the Employer.
- (v) The purchase price of the Past Credited Service shall equal the balance of the Participant’s Employer Basic Contribution Account under the 401(a) Plan and may be paid only with amounts transferred in a trustee-to-trustee transfer from such account. A Participant will not, however, be required or permitted to transfer any portion of his or her Employer Basic Contribution Account under the 401(a) Plan that is attributable to a period of service that is not eligible to be purchased under (iii) above. The Plan Administrator shall have the sole discretion to allocate a Participant’s Employer Basic Contribution Account between separate periods of service.

- (vi) Payment for the Past Credited Service must be received by the Employer no later than September 1, 2023 (no later than November 1, 2025, for Class 2 Employees), unless the Employer determines that any delay past such date is not the fault of the Participant, in which case the Employer may, but need not, extend the deadline for receipt of payment.
- (vii) If a Participant has a Termination of Employment before he or she has paid the entire purchase price, no Past Credited Service shall be awarded. If a Participant has a Termination of Employment before he or she is vested pursuant to the applicable schedule set forth in Section 8.05 of the Adoption Agreement, no portion of the purchase price shall be refunded to the Participant or returned to the Participant's account under the 401(a) Plan."

Amendment Effective Date:  
Affected Employees

July 1, 2023  
All Employees

**IN WITNESS WHEREOF**, the Employer has caused its duly authorized officer to execute this Plan Amendment the date specified below.

**BULLOCH COUNTY, GEORGIA**

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

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

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

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

**ACCG DEFINED BENEFIT PLAN BOARD OF TRUSTEES**

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

Attachment: DB Plan Amendment 1 (Motion to Approve Resolutions and Documents to Change Employee Retirement Plan)

**RESOLUTION TO ADOPT  
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
DEFINED BENEFIT PLAN  
FOR BULLOCH COUNTY EMPLOYEES**

**WITNESSETH:**

**WHEREAS**, Bulloch County, Georgia (the “Employer”), by and through the Bulloch County Board of Commissioners, wishes to adopt the Association County Commissioners of Georgia Defined Benefit Plan for Bulloch County Employees (the “Pension Plan”) through an Adoption Agreement and Amendment that will be effective as of July 1, 2023;

**WHEREAS**, the Employer also sponsors the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Bulloch County Employees (the “401(a) Plan”), which will be frozen as to participation and contributions as of June 30, 2023;

**WHEREAS**, Section 16.02(a) of the Pension Plan allows the Employer to amend the provisions of the Pension Plan document with the approval of the Association County Commissioners of Georgia Defined Benefit Plan Board of Trustees;

**WHEREAS**, the Employer desires to amend the Adoption Agreement for the Pension Plan to create an Employee class (Class 2), consisting of County Commissioners and to provide (1) that Class 2 Employees are not Eligible Employees under the Plan until January 1, 2025, and (2) a Normal Retirement Benefit equal to \$350 times the number of years of Credited Service earned as a Class 2 Employee;

**WHEREAS**, the Employer wishes to offer individuals who are Employees as of July 1, 2023, a one-time option to transfer their balance under the 401(a) Plan to the Pension Plan in exchange for Credited Service under the Pension Plan for periods prior to July 1, 2023;

**WHEREAS**, Employees who make such an election will be permitted to purchase the Credited Service they would otherwise have earned between the original effective date of the 401(a) Plan, i.e., November 1, 1994, and June 30, 2023, using their Employer Basic Contribution sub-account in the 401(a) Plan;

**WHEREAS**, the provisions regarding the freezing of the 401(a) Plan and the purchase of Credited Service shall be adjusted for Class 2 Employees, as described below, to reflect that Class 2 Employees may not enter the Pension Plan until January 1, 2025;

**WHEREAS**, the Employer wishes to further amend the Pension Plan to provide that (i) no benefits may be paid from the Pension Plan as of any date that is earlier than July 1, 2024, except that a Participant who is at least age sixty-five (65) as of July 1, 2023, may commence benefits as of any date that is at least six (6) months after July 1, 2023; (ii) the reemployment provisions shall also apply in the event that a retiree is providing services to the Employer as an independent contractor; (iii) and to provide that service upon reemployment shall be recognized only if the break in service is less than one (1) year and both begins and ends within the five-year period preceding the Employee’s Reemployment Commencement Date.

**NOW THEREFORE**, at a meeting held on the 16<sup>th</sup> day of May, 2023, the Bulloch County Board of Commissioners hereby resolves as follows:

**RESOLVED**, that the Bulloch County Board of Commissioner hereby adopts the attached Adoption Agreement and Plan Amendment #1, subject to approval of the Association County Commissioners of Georgia (“ACCG”) Defined Benefit Plan Board of Trustees.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This 16<sup>th</sup> day of May, 2023.

BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_  
Roy Thompson, Chairman

Attest: \_\_\_\_\_  
Venus Mincey-White, Clerk

(SEAL)

Attachment: Resolution - DB Adoption Agreement and Amendment 1 (Motion to Approve Resolutions and Documents to Change Employee

**ADOPTION AGREEMENT AMENDMENT #1  
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN FOR  
BULLOCH COUNTY EMPLOYEES**

**WHEREAS**, Bulloch County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for Bulloch County Employees (the "Plan") through an Adoption Agreement that was first effective as of November 1, 1994, and was most recently amended and restated effective as of October 1, 2021.

**WHEREAS**, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement;

**WHEREAS**, the Employer desires to amend the Adoption Agreement to freeze Employer Basic Contributions and Employer Matching Contributions as of June 30, 2023 (December 31, 2024, for County Commissioners) in light of the Employer’s implementation of a defined benefit pension plan effective as of July 1, 2023 (January 1, 2025, for County Commissioners); and

**WHEREAS**, the Plan shall be frozen as to new participants as of June 30, 2023 (as of December 31, 2024, for County Commissioners).

**NOW, THEREFORE**, the Adoption Agreement is hereby amended effective as of July 1, 2023 (January 1, 2025, for County Commissioners), as follows:

1.

The Plan shall be frozen as to new entrants as of June 30, 2023 (as of December 31, 2024, for County Commissioners). No Eligible Employee shall have an Entry Date after June 30, 2023, or December 31, 2024, as applicable.

2.

Section 4.02, **EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**, shall be restated as follows:

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**

**Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- No Basic Contributions
- Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_\_\_ %) of each Participant’s Compensation (not to exceed 25%)
- Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_\_) for each Participant
- Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times number of each

Participant's points.

- Points for each year of age (in whole numbers): \_\_\_\_\_
- Points for each Year of Service (in whole numbers): \_\_\_\_\_
- Points for each unit of Compensation: \_\_\_\_\_
- A unit of Compensation is \_\_\_\_\_
- Maximum Years of Service taken into account, if any: \_\_\_\_\_
- Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: \_\_\_\_\_ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Basic Contributions**

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

**Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - Pro-Rata Based on Compensation
    - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
  - Fixed Dollar Formula
    - Each Participant shall be credited with an equal dollar amount

Attachment: DC Adoption Agreement Amendment 1 (Motion to Approve Resolutions and Documents to Change Employee Retirement Plan)

- Discretionary Contributions allocated based on Points
- Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: \_\_\_\_\_  
(must be at least annual)

- Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Discretionary Contributions**

- No additional requirements [**Must elect if made less frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

Affected Employees:	All Employees
Amendment Effective Date:	July 1, 2023 (January 1, 2025, for County Commissioners)

2.

Section 4.03, **EMPLOYER MATCHING CONTRIBUTIONS**, shall be restated as follows:

**4.03 EMPLOYER MATCHING CONTRIBUTIONS**

***(Matching Contributions may not exceed 100% of Compensation.)***

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to **fifty percent (50%)** of the first **four percent (4.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **two percent (2.0%)** of Compensation or \$(N/A).
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_\_%)



on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.

- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
  - [--] Other Matching Contribution Formula (See Additional Provisions Addendum)
  - [--] Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- [--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
  - [--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
  - [--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- [--] On a payroll basis
  - [--] On a monthly basis
  - [--] On a quarterly basis
  - [--] On an annual basis
- [--] Other remittance period for Matching Contributions: \_\_\_\_\_ (must be at least annual)
- [--] Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

**Employer Matching Contribution Eligibility Requirements**

- [--] No requirements [**Must elect if made more frequently than annually**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

Affected Employees:  
Amendment Effective Date:

All Employees  
July 1, 2023 (January 1,  
2025, for County  
Commissioners)

**IN WITNESS WHEREOF**, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

**BULLOCH COUNTY, GEORGIA**

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

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

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

**RESOLUTION TO ADOPT  
ADOPTION AGREEMENT AMENDMENT #1  
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN FOR  
BULLOCH COUNTY EMPLOYEES**

**WHEREAS**, Bulloch County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for Bulloch County Employees (the "Plan") through an Adoption Agreement that was first effective as of November 1, 1994, and was most recently amended and restated effective as of October 1, 2021.

**WHEREAS**, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement;

**WHEREAS**, the Employer desires to amend the Adoption Agreement to freeze Employer Basic Contributions and Employer Matching Contributions as of June 30, 2023 (December 31, 2024, for County Commissioners) in light of the Employer’s implementation of a defined benefit pension plan effective as of July 1, 2023 (January 1, 2025, for County Commissioners); and

**WHEREAS**, the Plan shall be frozen as to new participants as of June 30, 2023 (as of December 31, 2024, for County Commissioners).

**NOW THEREFORE**, at a meeting held on the 16<sup>th</sup> day of May, 2023, the Bulloch County Board of Commissioners hereby resolves as follows:

**RESOLVED**, that the Bulloch County Board of Commissioners hereby approves the attached Adoption Agreement Amendment #1.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This 16<sup>th</sup> day of May, 2023.

BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_  
Roy Thompson, Chairman

Attest: \_\_\_\_\_  
Venus Mincey-White, Clerk

(SEAL)

Attachment: Resolution - DC AA Amendment 1 (Motion to Approve Resolutions and Documents to Change Employee Retirement Plan)