



**BULLOCH COUNTY
BOARD OF COMMISSIONERS**

AGENDA • DECEMBER 6, 2022

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

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: County Manager Tom Couch

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board

IV. PRESENTATION

1. Employee Recognition

RESOURCE PERSON/FACILITATOR: Human Resources Director Cindy Mallett

2. Recognition of Safety at Work Drawing Contest Participants

RESOURCE PERSON/FACILITATOR: Human Resources Director Cindy Mallett

V. APPROVAL OF ZONING AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Thomas McCormick submitted an application for a conditional use to allow a facility to host private and public functions. The property is located at 3001 Lawrence Church Road.
2. Lewis Properties, LLP submitted an application to rezone 3.57 acres from AG-5 to HC. The property is located at Veterans Memorial Parkway and Westside Road.
3. Bulloch Academy, Inc. submitted an application to rezone 0.8 acres from AG-5 to HC. The property is located at Veterans Memorial Parkway and Westside Road.
4. The Development Authority of Bulloch County submitted an application to rezone 42.84 acres from LI (Light Industrial) to HI (Heavy Industrial). The property is located on A.J. Riggs Road and between Earl Dabbs Drive and Gateway Boulevard.
5. Glenn Womack submitted an application to rezone 2 acres of a 7 acre tract to R-80. The property is located at 20700 US Hwy. 80 West.

6. JAB submitted an application to rezone 7.86 acres from AG-5 to R-80 to subdivide into 3 residential lots. The property is located on Alford Road.

VI. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

VII. PUBLIC HEARING- ROAD ABANDONMENT/CLOSURE

1. Public Hearing and Resolution to Abandon a Portion of County Road No. 203 a/k/a B Tucker Road

RESOURCE PERSON/FACILITATOR: County Attorney Jeff Akins

VIII. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

IX. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Minutes Approval: Monday November 14th, 2022 05:30 PM
2. Minutes Approval: Tuesday November 15th, 2022 08:30 AM
3. Executive Session Minutes of November 15, 2022
4. Motion to renew the lease for corporate hangar #2 with Statesboro Aviation and Kelly Brown
5. Motion to renew the lease for corporate hangar #3 with Statesboro Aviation and Kelly Brown
6. Motion to renew the lease for corporate hangar #1 with Dr. Russell Herrington
7. Motion to renew the lease for Corporate Hangar #4 with Josh Rogers & JCT Aviation
8. Motion to renew the lease for Hangar #3 with Justin Barnes
9. Motion to approve renewing the lease for Building #12 with Jeremy Hill and Southeast Avionics, LLC
10. Motion to approve renewing the lease for a portion Building #12 to Romulo Toledo, and Pilot Pros d/b/a GATO Flight Academy
11. Motion to approve renewing the lease for the Maintenance Hangar with Jeremy Hill and Southeast Avionics, LLC
12. Motion to grant a 2023 alcoholic beverage renewal license for package retail beer and wine sales to certain establishments with a current 2022 license.
13. Motion to Approve Sole Source from Duffield Aquatics for the Purchase of a BECSys7 Chemical Controller - Splash in the Boro Waterpark
14. Motion to Approve Sole Source from TNEMEC Company for the Purchase of Pool Paint for Splash in the Boro Waterpark
15. Motion to Approve Agreements with EAP Consultants, LLC (dba Espyr) for Employee Assistance Program (EAP) Services

16. Approval of Contract by and between Bulloch County and the State Court of Bulloch County for Probation Services
17. Approval of Contract by and between Bulloch County and the Mayor and Council of the City of Portal, Georgia for Probation Services
18. Approval of Contract by and between Bulloch County and the Superior Court of Bulloch County for Probation Services
19. Reappoint Timmy Rushing, Anthony Simmons, and Jappy Stringer to the Bulloch County Public Facilities Authority for two-year terms commencing on January 1, 2023 and ending on December 31, 2024
20. A motion to approve a contract with Hawk Construction LLC in the amount of \$136,560.00 for an addition the Portal Fire Station.
21. Motion to accept a grant award for \$1,418,082 for CY23 from the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act.
22. Resolution Declaring Unserviceable and Authorizing Sale by Internet Auction or Disposal of Vehicles and Equipment
23. Approve a Resolution to Approve the Location of a Paving Project for Hightower Road
24. Motion to approve execution of a right of way deed for 0.026 acres of property at the Statesboro Regional Public Library to the City of Statesboro for the installation of sidewalk along East Grady Street.
25. Motion to approve the replacement of the audio- visual system in the Commissioners Meeting Room
26. Motion to approve the purchase of Solacom 911 Telephone hardware refresh
27. Motion to appoint Walter Gibson as a non public council member for the Coastal Regional Commission effective January 2023
28. Motion to approve Resolution approving ACCG GSIWCF Coverage for Calendar Year 2023

X. NEW BUSINESS

1. Resolution to Approve Updates to Bulloch County Personnel Policy Manual

RESOURCE PERSON/FACILITATOR: Cindy Mallett

2. Approve a Memorandum of Understanding by and among the Development Authority of Bulloch County and Joon Georgia, Inc.

RESOURCE PERSON/FACILITATOR: County Attorney Jeff Akins

XI. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al

XII. EXECUTIVE SESSION (PERSONNEL)

RESOURCE PERSON/FACILITATOR: Chairman Thompson

XIII. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	December 6, 2022 (BOC)
Application #:	USE-2022-00029	Application Type:	Conditional Use
Request:	Thomas McCormick submitted an application for a conditional use to allow a facility to host private and public functions. The property is located at 3001 Lawrence Church Road.		
Planning and Zoning Recommendation:	To approve with conditions by 5-0 vote		
Final Staff Recommendation:	The staff recommends approval of the conditional use request with the conditions included in the staff report.		

Applicant:	Thomas McCormick	Current Zoning:	AG-5
Location:	3001 Lawrence Church Road	Requested Zoning:	AG-5
Map #:	142 000026 001	Total Acres:	13.25
Directions to Property:	From Statesboro take GA Highway 67 south for 18 miles. Turn left onto Owens RD. continue on Owens road until the stop sign. Turn right onto Lawrence Church Road. Travel for approximately 0.3 of a mile. Residence will be on your right.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		Noise and buffering regulations set forth by the Bulloch County Zoning Ordinance will be required.
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size	X		

Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

or location of buildings or other structures on neighboring properties?			
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property is located in the Rural-Neighborhood character area.

Existing Land Use Pattern: There are primarily rural residential, and agricultural uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: There is no evidence that the proposed use will injure or detract from existing neighborhoods if conditions are met for the development.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property is maintained and ordinances/conditions are adhered to. However, failure to enforce any property standards is likely to result in stagnant or lower property values.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types located on property are adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 5.6 miles (response time 8 minutes) from the Stilson Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the road accessing the parcel is good. Lawrence Church Road is a county maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County Emergency Management Director should be contacted prior to construction.

Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 25 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use as a facility to host private and public functions.

The staff recommends approval of the conditional use request with the following conditions:

1. The use shall be limited to the proposed seasonal event.
2. All lighting must be downcast and shall not produce glare or a nuisance to the surrounding properties.
3. If electricity is used for operation, the electrical connection must be of a type which can be quickly disconnected and must comply with all applicable laws, including National Electrical Code Chapter 550.
4. One (1) temporary identification sign will be allowed along Lawrence Church Road. All other signage must meet county code compliance. No billboards will be permitted.
5. The existing natural plantings shall be maintained as a buffer around the property to minimize the visual impact upon the adjacent property.
6. A minimum of two handicapped parking spaces are required and they shall be paved.
7. No unlicensed alcohol sales are permitted.
8. If food is prepared and served a permit is required by the County Health Department.
9. All vehicle, equipment, parking areas associated with the special event shall be approved by the County Fire Department. The location of any vehicle and equipment shall not interfere with pedestrian or vehicular traffic movements, and shall not be in the public right-of-way or buffer areas.
10. An occupational tax certificate shall be required from the Clerk of the Board's office prior to any events taking place.
11. A special permit, to be obtained from the Development Services Division, is required to conduct activities prohibited in the noise ordinance and includes but is not limited to the following:
 - a. Use of mechanical loudspeakers, amplifiers between the hours of 10:00 p.m. and 7:00 a.m., in a manner as to be plainly audible at a distance of 100 feet or more.
 - b. Operation of any set, instrument, phonograph, recorder, compact disc player, or other machine or device any day between the hours of 8:00 p.m. and 7:00 a.m. in a manner as to be plainly audible at a distance of 100 feet or more from the building, structure, vehicle, chamber, or immediate vicinity in which it is located.
12. Expansion of any new or existing structures to accommodate the proposed uses will require application for a new conditional use.

Participants



Bulloch County Departmental Review

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director
Current Zoning AG-5

Current Zoning Map



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

Aerial View



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

Proposed Event Sketch



Sketch Legend:

A – Guest Parking Area

B- Staff Parking Area

C- Fenced Queue/Line Holding Area/Entrance to Haunted Forest

D- Area used for Haunted Forest- Area Closest to Parking lot is an existing pine stand

Blue shaded area is the location of Portlets.

Arrows are representative of traffic flow on and off the property.

Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

North



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

East



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

South



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

West



Attachment: 1. Wicked South USE-2022-00029[2] - Copy (Thomas McCormick Conditional Use)



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	December 6, 2022 (BOC)
Application #:	RZNE-2022-00056	Application Type:	Rezoning
Request:	Lewis Properties, LLP has submitted an application to rezone 3.57 acres from AG-5 to HC (Highway Commercial). The property is located at Veterans Memorial Parkway and Westside Road. Stephen Rushing will be acting as agent.		
Planning and Zoning Recommendation:	To approve with conditions by 4-1 vote		
Final Staff Recommendation:	If approval is considered, conditions are provided within the staff report.		

Applicant:	Lewis Properties, LLP	Acres in Request:	3.57
Location:	Veterans Memorial Parkway at Westside Road	Existing Lot Acreage:	33
Map #:	MS30 000030 000		
Development Name:	Dollar General	Current Zoning:	AG-5
Future Land Use:	Suburban Neighborhood	Requested Zoning:	HC
Directions to Property:	From Statesboro follow West Main Street/Westside Road to Veterans Memorial Parkway, continue straight through intersection. Property will be on the left immediately following the intersection.		

Rezone Standards		Yes	No	Comment
(1)	Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?		X	AG5 & R40 zoning is located on adjacent property.
(2)	Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3)	Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4)	Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5)	Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?	X		

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

(6)	Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7)	Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8)	Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban neighborhood.

Existing Land Use Pattern: There are primarily residential uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: The proposed use should not injure or detract from existing properties.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property is maintained, and conditions are enforced.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and an individual well permit approval is required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 2 miles (response time 4 minutes) from the Statesboro Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is adequate. Veterans Memorial Parkway is a Georgia Department of Transportation maintained paved road. Westside Road is a county-maintained paved road. Westside Road is classified as a major collector route.

SCHOOL IMPACT

Minimal impact is expected on existing schools. Negative impacts for Bulloch Academy (located 600 feet east of Veterans Memorial Parkway) should be mitigated with zoning conditions.

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

PARKING, ROAD AND DRAINAGE IMPACT

The proposed change should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures. A hydrology report is suggested due to the impervious surface proposed.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to any construction.

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 7 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.


FINAL STAFF RECOMMENDATION

If approval is considered the following conditions should apply:

Condition Category	Specific Conditions
Applicability	<ul style="list-style-type: none"> These conditions apply to the entire project located on the property that is the subject of this rezoning request.
Use	<ul style="list-style-type: none"> The principal use for this property approved is for a Dollar General Store. The Board of Commissioners, upon considering a recommendation by the Planning and Zoning Commission, shall allow no other principal use without a modification of these conditions. Seasonal sales vendors, transient merchants and mobile vendors are prohibited as an accessory use.
Conceptual Site Plan	<ul style="list-style-type: none"> Before any development permitting occurs a <i>conceptual site plan</i> shall be submitted for review and approval by the Planning and Zoning Commission that illustrates and ensures that the zoning conditions have been met, and for use by inspections.
Architecture and Aesthetics	<ul style="list-style-type: none"> The front, rear and side façades shall have primary building materials consisting of brick or brick veneer, and/or stone or stone veneer. Concrete masonry units, concrete panels or tile may be used as a secondary building material. Metal shall be prohibited as a primary or secondary building material, but may be used as a trim or accent. The building entrance shall project above the main roofline and provide pedestrian cover from outside elements. The building shall provide articulated building planes along each elevation, containing variations of mass to voids in a coordinated rhythm. Acceptable variations include fluctuations in the building plane on each elevation, which incorporate architectural elements such as building projections, material changes, windows, canopies, arcades, eaves, and other decorative features that enhance the building's appearance. Facades over 50 feet in length shall provide wall projections or recesses with a minimum of one foot in depth and a minimum of 10 contiguous feet in length for each 100 feet. A flat unarticulated wall with just windows and doors serving as voids is



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<p>prohibited.</p> <ul style="list-style-type: none"> Flat roofs shall have a parapet wall and be defined with discernible cornice lines. 25 percent of the facades visible from a public street shall use arcades, display windows (real or faux), entry areas and awnings, or any combination thereof. All ground mounted mechanical, HVAC and like systems shall be obscured from view on from any public street or adjoining properties by an opaque wall compatible with the building's primary or secondary materials; parapets shall be used to conceal roof-mounted mechanical equipment on flat roofs on all sides. Except for junction boxes, meters, and existing overhead utility lines, all other utility lines shall be underground. Satellite dishes, if used, shall be located and painted to blend with the background as much as practical. The following shall be prohibited: roof mounted flags, drive through windows, and cart storage (including shopping cart and any mobile bins). Outside displays of merchandise shall be limited to vending for ice, videos, propane, and general merchandise, if limited to the sidewalk(s) adjacent to the building whereby pedestrian passage is not impeded, or a nuisance is created according to Chapter 8 of the Code of Ordinances (Clean Community Regulations). See exhibit below for a design example. 
<p>Signage</p>	<ul style="list-style-type: none"> One (1) multi-faced, back-to-back, internally illuminated freestanding monument sign will be permitted on Westside Road with a height limit of eight feet (8') from street elevation (or, 10' from berm elevation), having an aggregate sign area of fifty (50) square feet, and shall have a minimum three foot (3') high base, consisting of materials consistent with the primary building façade and having a landscaped island. The building shall be allowed only one (1) wall sign on each street frontage having internally illuminated individual channel letters, or reverse channel letters, with consistent faces and returns. Entrance and exit signs or structures, if constructed, will be permitted with a height limit of four (4) feet from street elevation having landscaped islands, and placed outside of the right-of-way.

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<ul style="list-style-type: none"> Billboards, animated signs, roof signs, electronic message signs, portable signs, balloons, canopy signs, pennants, flags or banners shall be prohibited.
Internal Circulation and Parking	<ul style="list-style-type: none"> All access, driveways, internal circulation lanes, and parking areas serving the general public shall be paved. Loading areas shall have concrete pads. No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow which will impede visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles. All parking, circulation areas shall have raised concrete curbing along the perimeter except where ADA ramps are required; landscaped parking islands shall be installed at the end of each parking row.
Commercial Solid Waste Receptacles	<ul style="list-style-type: none"> Dumpsters, trash enclosures and recycling bins shall be placed on a concrete foundation and screened from view from the street and adjacent parcels with an opaque wall consisting of similar building materials as the principal building structure at a height that is no less than the height of the receptacle. Outdoor trash or refuse receptacles for public use shall be permanently attached to a concrete surface to prevent spillage, be complimentary to the building architecture, and shall only be placed at the primary entrance of the store and along the sidewalk adjacent to the front building facade.
Lighting	<ul style="list-style-type: none"> <i>Upon submitting an application for a conceptual site plan</i>, a lighting plan shall be provided meeting Illuminating Engineering Society of North America (IESNA) standards. All outdoor lighting fixtures must be recessed and downcast and shall not produce glare or a nuisance to drivers or the surrounding properties. Parking lot lighting poles and fixtures, if constructed, shall complement the overall site architecture and design in terms of scale, color, and style, and shall not exceed twenty (20) feet in height. Any canopy lighting must be recessed into its ceiling. Roof mounted lighting or backlit awnings are prohibited. Night-time intersection lighting at primary entrance on Westside Road will be required, with the cost for installation and maintenance to be borne by the developer or tenant.
Stormwater Management	<ul style="list-style-type: none"> Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development which shows no adverse impacts to surrounding properties and is subject to approval by the County Engineer.
Buffers and Landscaping	<ul style="list-style-type: none"> <i>Upon submitting a conceptual site plan</i>, a landscape plan drawn to scale by a registered landscape architect shall be provided. A 25-foot wide side-yard buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance shall be required and shall be located along the boundary of the access drive to the west and 15-foot rear buffer along the southern boundary between the principal structure and the detention pond. Existing natural vegetation will not be considered due to the fact that the western property line is over 300 feet away, and could be sold and developed. See exhibit below for landscape design example.



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<div data-bbox="657 302 1226 688" data-label="Image"> </div> <ul data-bbox="414 730 1419 947" style="list-style-type: none"> • The street frontage along Westside Road and Veterans Memorial Parkway to the rear-yard buffer shall be landscaped with a minimum 15' landscape strip consisting of a dense mix of trees, massed low to medium height shrubbery, and sodding to soften the visual effect of the parking and areas. Existing natural vegetation will not be considered due to the fact there is no mechanism to ensure replacement resulting from death or disease. See exhibit below for landscape design example. <div data-bbox="683 1010 1193 1396" data-label="Image"> </div> <ul data-bbox="414 1465 1419 1894" style="list-style-type: none"> • All plant material shall be of native plant species and nursery grown meeting number 1 grade American Nursery and Landscape Association standards. • Shrubs are to be provided within the frontage landscape strip at the rate of three (3) shrubs for every ten (10) linear feet of street frontage, or portion thereof (excluding driveways). Shrubs must be at least eighteen (18) inches tall at the time of planting, and be of a species that will normally exceed two (2) feet in height at maturity. • Trees may be planted in a frontage landscape strip in lieu of shrubs in a ratio of 1 tree = 6 shrubs. Such trees must be of a type that is suitable to local growing conditions. • Upon planting, new deciduous trees shall have a caliper of no less than two (2) inches and new evergreen trees shall be at least six (6) feet tall. • Plant materials may be clustered for decorative effect following professional landscaping standards for spacing, location and design.

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezoning Request)



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<ul style="list-style-type: none"> Landscape islands, strips or other planting areas shall be located within the parking lot and shall constitute at least 10% of the entire area devoted to parking spaces, aisles and connecting driveways. As a minimum, a landscaping island shall be located at the end of every parking bay between the last parking space and an adjacent travel aisle or driveway. The island shall extend the length of the parking bay and shall be no less than eight (8) feet wide for at least one-half the length of the adjacent parking space. Landscape islands between side-by-side parking spaces shall be no less than eight (8) feet in width and extend for at least one-half the length of the adjacent parking space. Prior to issuance of a certificate of occupancy, a maintenance surety in the form of a letter of credit or cash escrow account in a form acceptable to the zoning official is required for all plant materials installed as a result of the requirements of this article. The developer shall be responsible for maintenance of all such plant materials for two years from the date of acceptance of the maintenance bond. The value of the maintenance surety shall be equal to 25 percent of the actual cost of installation of the plant materials. The cost of installation shall be evidenced by copies of contractor agreements or actual invoices paid, or as otherwise determined by the zoning official in accordance with generally established costs for the industry. The owner, tenant and their agent, if any, and their successors and assigns shall be jointly and severally responsible for the maintenance in good condition of the plant materials used to meet the minimum landscaping requirements. This responsibility is in addition to and survives the release of any maintenance surety provided for the property by the developer. Landscape materials shall be maintained in proper repair and shall be kept clear of refuse and debris. Any on-site water supply wells shall have an opaque fence or landscaped buffer equal to the height of the structure. <i>All landscaping shall be installed prior to a certificate of occupancy being issued.</i>
Fire Safety	<ul style="list-style-type: none"> A fire safety code plan must be submitted to the Bulloch County Fire Department for review and approval.
Traffic and Safety Improvements	<ul style="list-style-type: none"> One driveway access shall be granted on Westside Road as approved by the County Engineer and shall be a minimum of 200' (feet) westbound from the north-south cross walk at Veterans Memorial parkway, and subject to approval of a county right-of-way encroachment permit. The developer shall provide for pedestrian connectivity from the front building entrance to Veterans Memorial Parkway in the form of a five (5') foot wide sidewalk. The sidewalk shall terminate at the beginning of the crosswalks located on Westside Road and Veterans Memorial Parkway. Such sidewalk shall be constructed according to the standards prescribed by the county engineer and where applicable the Georgia Department of Transportation. The developer shall provide a minimum 200' foot long deceleration lane along east-bound Westside Road to the permitted driveway.
Utility	<ul style="list-style-type: none"> Jack and bore or directional bore is required for any connection to an off-site water supply or other utility system requiring encroachment upon a county or state right-of-way. Any boring on a county right-of-way shall be subject to approval of an encroachment permit.

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezoning Request)



Bulloch County Departmental Review

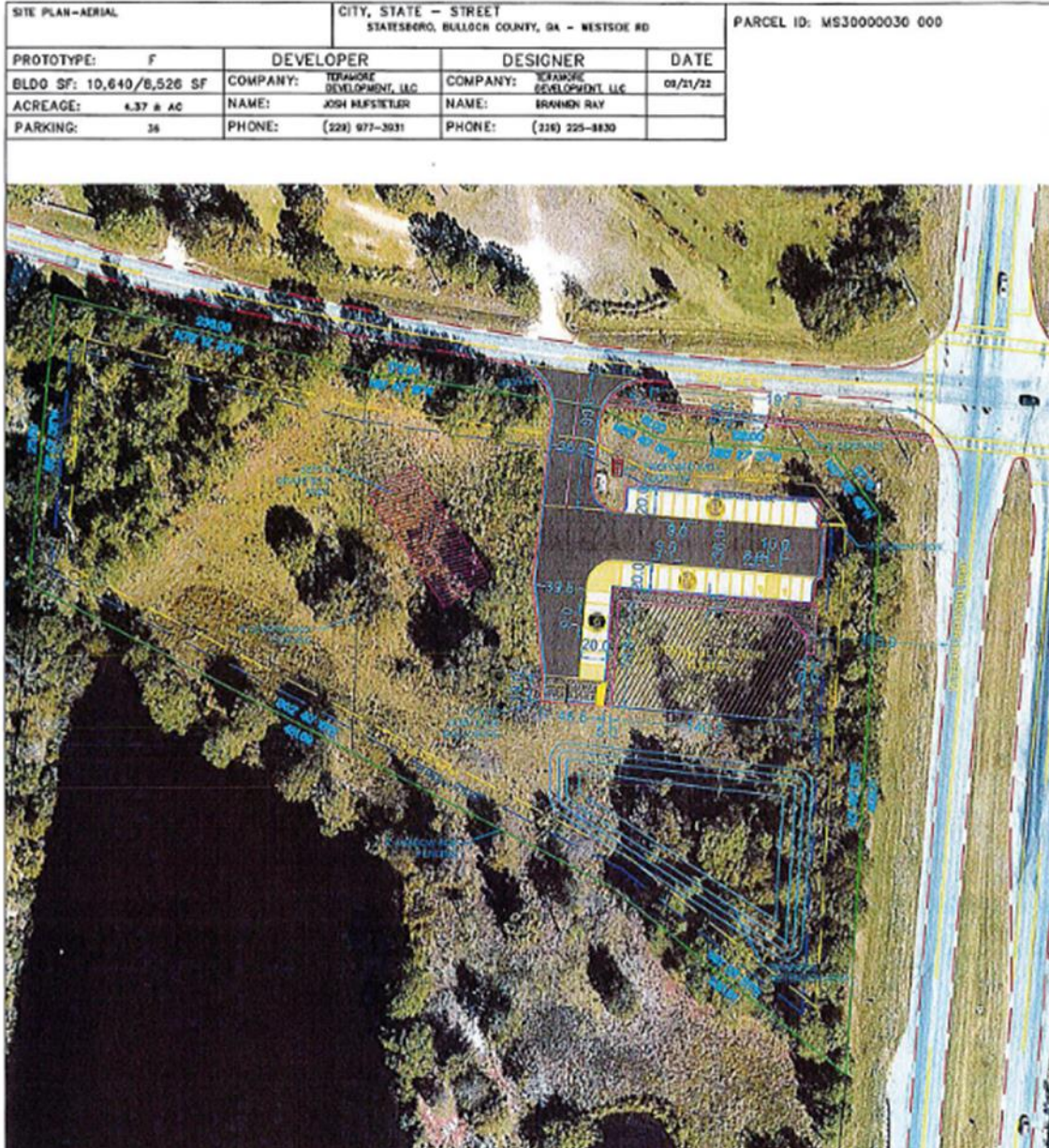
Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director.

Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

Proposed Site Plan



Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

Current Zoning Map
Adjacent Zoning: AG5, R40
Proposed Zoning: Highway Commercial



Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

Aerial Photo



Attachment: Lewis Properties 2586 (Lewis Properties, LLP Rezone Request)



Bulloch County Departmental Review

Agenda Item:	3	Meeting Date:	December 6, 2022 (BOC)
Application #:	RZNE-2022-00056	Application Type:	Rezoning
Request:	Bulloch Academy, Inc. has submitted an application to rezone 0.8 acres from AG-5 to HC (Highway Commercial). The property is located on Veterans Memorial Parkway between Pulaski Road and Westside Road. Stephen Rushing will be acting as agent.		
Planning and Zoning Recommendation:	To approve with conditions by 5-0 vote		
Final Staff Recommendation:	If approval is considered, conditions are provided within the staff report.		

Applicant:	Bulloch Academy, Inc.	Acres in Request:	0.8
Location:	Veterans Memorial between Pulaski and Westside RD.	Existing Lot Acreage:	42.23
Map #:	MS30 000029 000	Requested Lots:	1
Development Name:	Dollar General	Current Zoning:	AG-5
Future Land Use:	Suburban Neighborhood	Requested Zoning:	HC
Directions to Property:	From Statesboro follow West Main Street/Westside Road to Veterans Memorial Parkway. Turn left onto Veterans Memorial Parkway; property will be on the right immediately following the intersection.		

Rezone Standards		Yes	No	Comment
(1)	Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?		X	AG5 & R40 zoning is located on adjacent property.
(2)	Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3)	Are their substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4)	Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

(5)	Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?	X		
(6)	Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7)	Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8)	Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban neighborhood.

Existing Land Use Pattern: There are primarily residential uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: The proposed use should not injure or detract from existing properties.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property is maintained, and conditions are enforced.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and an individual well permit approval is required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 2 miles (response time 4 minutes) from the Statesboro Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is adequate. Veterans Memorial Parkway is a Georgia Department of Transportation maintained paved road. Westside Road is a county-maintained paved road. Westside Road is classified as a major collector route.

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

SCHOOL IMPACT

Minimal impact is expected on existing schools. Negative impacts for Bulloch Academy (located 600 feet east of Veterans Memorial Parkway) should be mitigated with zoning conditions.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed change should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures. A hydrology report is suggested due to the impervious surface proposed.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to any construction.

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 7 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION


If approval is considered the following conditions should apply:

Condition Category	Specific Conditions
Applicability	<ul style="list-style-type: none"> These conditions apply to the entire project located on the property that is the subject of this rezoning request.
Use	<ul style="list-style-type: none"> The principal use for this property approved is for a Dollar General Store. The Board of Commissioners, upon considering a recommendation by the Planning and Zoning Commission, shall allow no other principal use without a modification of these conditions. Seasonal sales vendors, transient merchants and mobile vendors are prohibited as an accessory use.
Conceptual Site Plan	<ul style="list-style-type: none"> Before any development permitting occurs a <i>conceptual site plan</i> shall be submitted for review and approval by the Planning and Zoning Commission that illustrates and ensures that the zoning conditions have been met, and for use by inspections.
Architecture and Aesthetics	<ul style="list-style-type: none"> The front, rear and side façades shall have primary building materials consisting of brick or brick veneer, and/or stone or stone veneer. Concrete masonry units, concrete panels or tile may be used as a secondary building material. Metal shall be prohibited as a primary or secondary building material, but may be used as a trim or accent. The building entrance shall project above the main roofline and provide pedestrian cover from outside elements. The building shall provide articulated building planes along each elevation, containing variations of mass to voids in a coordinated rhythm. Acceptable variations include fluctuations in the building plane on each elevation, which incorporate architectural elements such as building projections, material

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezoning Request)



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<p>changes, windows, canopies, arcades, eaves, and other decorative features that enhance the building's appearance. Facades over 50 feet in length shall provide wall projections or recesses with a minimum of one foot in depth and a minimum of 10 contiguous feet in length for each 100 feet.</p> <ul style="list-style-type: none"> • A flat unarticulated wall with just windows and doors serving as voids is prohibited. • Flat roofs shall have a parapet wall and be defined with discernible cornice lines. • 25 percent of the facades visible from a public street shall use arcades, display windows (real or faux), entry areas and awnings, or any combination thereof. • All ground mounted mechanical, HVAC and like systems shall be obscured from view on from any public street or adjoining properties by an opaque wall compatible with the building's primary or secondary materials; parapets shall be used to conceal roof-mounted mechanical equipment on flat roofs on all sides. • Except for junction boxes, meters, and existing overhead utility lines, all other utility lines shall be underground. • Satellite dishes, if used, shall be located and painted to blend with the background as much as practical. • The following shall be prohibited: roof mounted flags, drive through windows, and cart storage (including shopping cart and any mobile bins). Outside displays of merchandise shall be limited to vending for ice, videos, propane, and general merchandise, if limited to the sidewalk(s) adjacent to the building whereby pedestrian passage is not impeded, or a nuisance is created according to Chapter 8 of the Code of Ordinances (Clean Community Regulations). • See exhibit below for a design example. 
Signage	<ul style="list-style-type: none"> • One (1) multi-faced, back-to-back, internally illuminated freestanding monument sign will be permitted on Westside Road with a height limit of eight feet (8') from street elevation (or, 10' from berm elevation), having an aggregate sign area of fifty (50) square feet, and shall have a minimum three foot (3') high base, consisting of materials consistent with the primary building façade and having a landscaped island. • The building shall be allowed only one (1) wall sign on each street frontage

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)

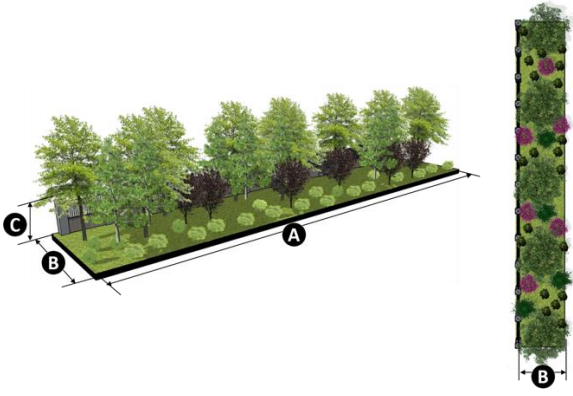
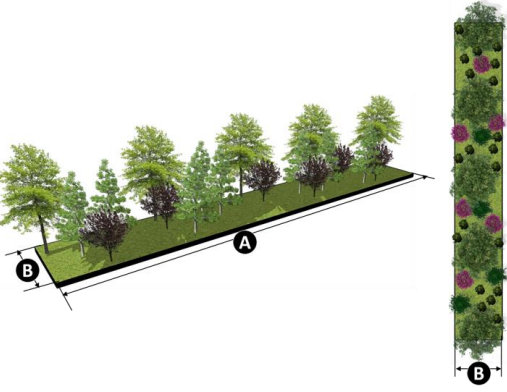


Bulloch County Departmental Review

Condition Category	Specific Conditions
	<p>having internally illuminated individual channel letters, or reverse channel letters, with consistent faces and returns.</p> <ul style="list-style-type: none"> Entrance and exit signs or structures, if constructed, will be permitted with a height limit of four (4) feet from street elevation having landscaped islands, and placed outside of the right-of-way. Billboards, animated signs, roof signs, electronic message signs, portable signs, balloons, canopy signs, pennants, flags or banners shall be prohibited.
Internal Circulation and Parking	<ul style="list-style-type: none"> All access, driveways, internal circulation lanes, and parking areas serving the general public shall be paved. Loading areas shall have concrete pads. No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow which will impede visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles. All parking, circulation areas shall have raised concrete curbing along the perimeter except where ADA ramps are required; landscaped parking islands shall be installed at the end of each parking row.
Commercial Solid Waste Receptacles	<ul style="list-style-type: none"> Dumpsters, trash enclosures and recycling bins shall be placed on a concrete foundation and screened from view from the street and adjacent parcels with an opaque wall consisting of similar building materials as the principal building structure at a height that is no less than the height of the receptacle. Outdoor trash or refuse receptacles for public use shall be permanently attached to a concrete surface to prevent spillage, be complimentary to the building architecture, and shall only be placed at the primary entrance of the store and along the sidewalk adjacent to the front building facade.
Lighting	<ul style="list-style-type: none"> <i>Upon submitting an application for a conceptual site plan</i>, a lighting plan shall be provided meeting Illuminating Engineering Society of North America (IESNA) standards. All outdoor lighting fixtures must be recessed and downcast and shall not produce glare or a nuisance to drivers or the surrounding properties. Parking lot lighting poles and fixtures, if constructed, shall complement the overall site architecture and design in terms of scale, color, and style, and shall not exceed twenty (20) feet in height. Any canopy lighting must be recessed into its ceiling. Roof mounted lighting or backlit awnings are prohibited. Night-time intersection lighting at primary entrance on Westside Road will be required, with the cost for installation and maintenance to be borne by the developer or tenant.
Stormwater Management	<ul style="list-style-type: none"> Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development which shows no adverse impacts to surrounding properties and is subject to approval by the County Engineer.
Buffers and Landscaping	<ul style="list-style-type: none"> <i>Upon submitting a conceptual site plan</i>, a landscape plan drawn to scale by a registered landscape architect shall be provided. A 25-foot wide side-yard buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance shall be required and shall be located along the boundary of the access drive to the west and 15-foot rear buffer along the southern boundary between the principal structure and the detention pond. Existing natural vegetation will not be considered due to the fact that the western property line is over 300 feet away, and could be sold and developed. See exhibit



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<p>below for landscape design example.</p>  <ul style="list-style-type: none"> The street frontage along Westside Road and Veterans Memorial Parkway to the rear-yard buffer shall be landscaped with a minimum 15' landscape strip consisting of a dense mix of trees, massed low to medium height shrubbery, and sodding to soften the visual effect of the parking and areas. Existing natural vegetation will not be considered due to the fact there is no mechanism to ensure replacement resulting from death or disease. See exhibit below for landscape design example.  <ul style="list-style-type: none"> All plant material shall be of native plant species and nursery grown meeting number 1 grade American Nursery and Landscape Association standards. Shrubs are to be provided within the frontage landscape strip at the rate of three (3) shrubs for every ten (10) linear feet of street frontage, or portion thereof (excluding driveways). Shrubs must be at least eighteen (18) inches tall at the time of planting, and be of a species that will normally exceed two (2) feet in height at maturity. Trees may be planted in a frontage landscape strip in lieu of shrubs in a ratio of 1 tree = 6 shrubs. Such trees must be of a type that is suitable to local growing conditions. Upon planting, new deciduous trees shall have a caliper of no less than two (2) inches and new evergreen trees shall be at least six (6) feet tall. Plant materials may be clustered for decorative effect following professional

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<p>landscaping standards for spacing, location and design.</p> <ul style="list-style-type: none"> • Landscape islands, strips or other planting areas shall be located within the parking lot and shall constitute at least 10% of the entire area devoted to parking spaces, aisles and connecting driveways. • As a minimum, a landscaping island shall be located at the end of every parking bay between the last parking space and an adjacent travel aisle or driveway. The island shall extend the length of the parking bay and shall be no less than eight (8) feet wide for at least one-half the length of the adjacent parking space. Landscape islands between side-by-side parking spaces shall be no less than eight (8) feet in width and extend for at least one-half the length of the adjacent parking space. • Prior to issuance of a certificate of occupancy, a maintenance surety in the form of a letter of credit or cash escrow account in a form acceptable to the zoning official is required for all plant materials installed as a result of the requirements of this article. The developer shall be responsible for maintenance of all such plant materials for two years from the date of acceptance of the maintenance bond. The value of the maintenance surety shall be equal to 25 percent of the actual cost of installation of the plant materials. The cost of installation shall be evidenced by copies of contractor agreements or actual invoices paid, or as otherwise determined by the zoning official in accordance with generally established costs for the industry. • The owner, tenant and their agent, if any, and their successors and assigns shall be jointly and severally responsible for the maintenance in good condition of the plant materials used to meet the minimum landscaping requirements. This responsibility is in addition to and survives the release of any maintenance surety provided for the property by the developer. • Landscape materials shall be maintained in proper repair and shall be kept clear of refuse and debris. • Any on-site water supply wells shall have an opaque fence or landscaped buffer equal to the height of the structure. • <i>All landscaping shall be installed prior to a certificate of occupancy being issued.</i>
Fire Safety	<ul style="list-style-type: none"> • A fire safety code plan must be submitted to the Bulloch County Fire Department for review and approval.
Traffic and Safety Improvements	<ul style="list-style-type: none"> • One driveway access shall be granted on Westside Road as approved by the County Engineer and shall be a minimum of 200' (feet) westbound from the north-south cross walk at Veterans Memorial parkway, and subject to approval of a county right-of-way encroachment permit. • The developer shall provide for pedestrian connectivity from the front building entrance to Veterans Memorial Parkway in the form of a five (5') foot wide sidewalk. The sidewalk shall terminate at the beginning of the crosswalks located on Westside Road and Veterans Memorial Parkway. Such sidewalk shall be constructed according to the standards prescribed by the county engineer and where applicable the Georgia Department of Transportation. • The developer shall provide a minimum 200' foot long deceleration lane along east-bound Westside Road to the permitted driveway.
Utility	<ul style="list-style-type: none"> • Jack and bore or directional bore is required for any connection to an off-site water supply or other utility system requiring encroachment upon a county or state right-of-way. Any boring on a county right-of-way shall be subject to approval of an encroachment permit.

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director.

Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezoning Request)



Bulloch County Departmental Review

Current Zoning Map
Adjacent Zoning: AG5, R40
Proposed Zoning: Highway Commercial

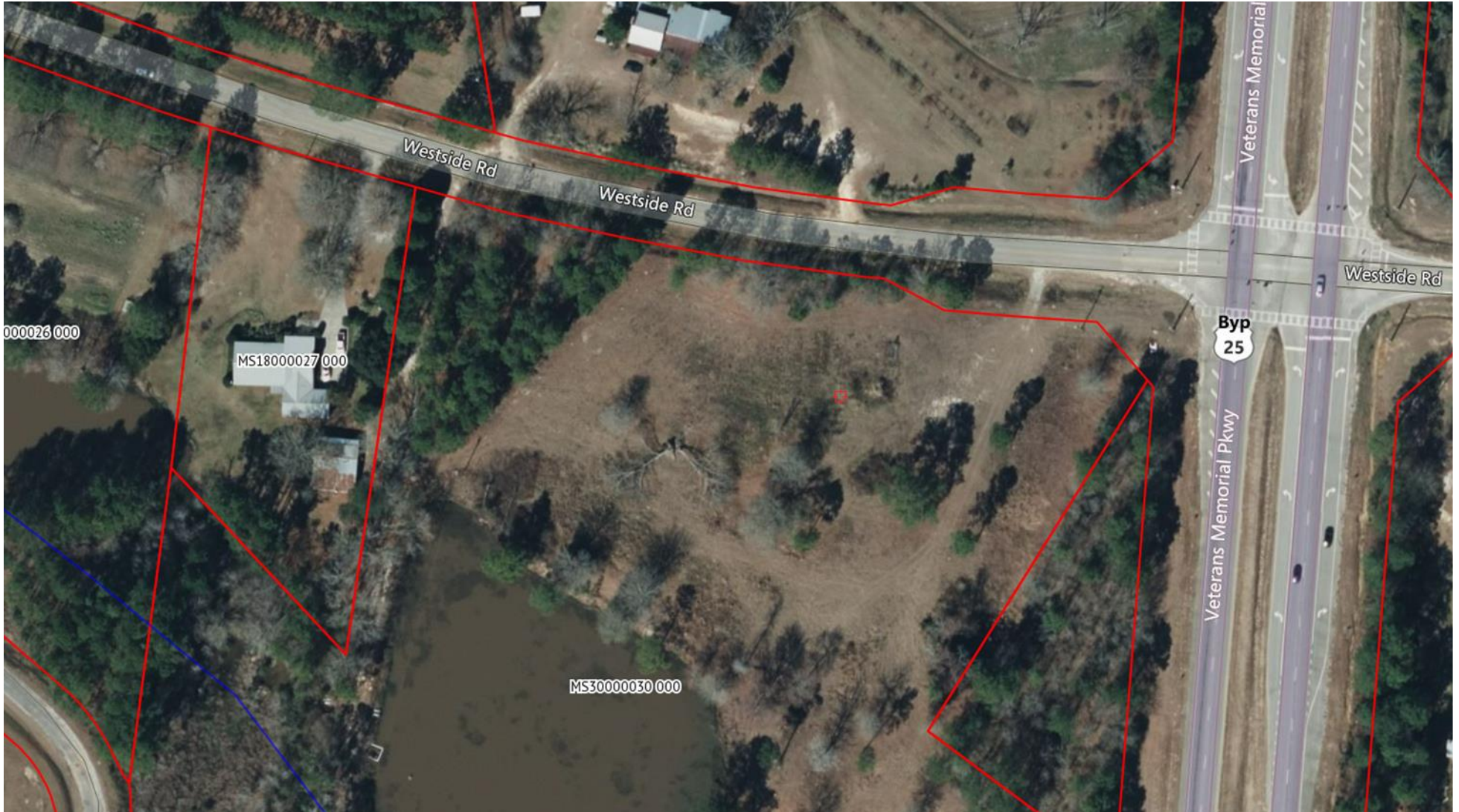


Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

Aerial Photo



Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

Proposed Site Plan

SITE PLAN-AERIAL		CITY, STATE - STREET STATESBERG, BULLOCH COUNTY, GA - WESTSOE RD		PARCEL ID: MS30000030 000
PROTOTYPE:	F	DEVELOPER	DESIGNER	DATE
BLDG SF: 10,640/8,526 SF		COMPANY: TERAMORE DEVELOPMENT, LLC	COMPANY: TERAMORE DEVELOPMENT, LLC	03/21/22
ACREAGE: 4.37 ± AC		NAME: JOSH HUPFSTETLER	NAME: BRANNDY RAY	
PARKING: 36		PHONE: (229) 977-3031	PHONE: (229) 225-8830	



Attachment: Bulloch Academy 2593 (Bulloch Academy, Inc. Rezone Request)



Bulloch County Departmental Review

Agenda Item:	4	Meeting Date:	December 6, 2022 (P&Z)
Application #:	RZNE-2022-00058	Application Type:	Rezoning
Request:	The Development Authority of Bulloch County submitted an application to rezone 42.84 acres from LI (light Industrial) to HI (heavy Industrial). The Property is Located on A.J. Riggs RD. and between Earl Dabbs Drive and Gateway BLVD. Steven Rushing will be acting as agent.		
Planning and Zoning Recommendation:	To approve with conditions by 5-0 vote.		
Final Staff Recommendation	Staff recommends approval with conditions.		

Applicant:	Development Authority of Bulloch County	Acres in Request:	42.84
Location:	A J Riggs Road	Existing Lots:	2
Map #:	062 000001 000 062 000002 003	Requested Lots:	1
		Current Zoning:	LI
Future Land Use:	Employment District	Requested Zoning:	HI
Directions to Property:	From Statesboro, take US Highway 301 South to. A.J. Riggs Road. Turn right, travel approximately .25 miles the property will be on your right.		

Rezoning Standards		Yes	No	Comment
(1)	Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		
(2)	Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	The proposed use should not impact adjacent properties if conditions and building/fire codes are enforced.
(3)	Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4)	Will the proposed use cause an excessive or burdensome use of public facilities or services,	X		Additional structures may

Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezoning Request)



Bulloch County Departmental Review

	including but not limited to streets, schools, EMS, sheriff or fire protection?			place a short term strain on public safety.
(5)	Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?	X		
(6)	Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7)	Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	The Comprehensive Plan anticipated industrial land uses in the area.
(8)	Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

Land Use Planning Impact

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for the Employment District.

Existing Land Use Pattern: There are primarily Light Industrial, Highway Commercial, and Residential uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed change appears to be consistent with the zoning patterns in the nearby area and/or future development map of Bulloch County.

Neighborhood Character: There is no evidence that the proposed change in use may injure or detract from existing parcels.

Impact: Positive. Heavy Industrial development is encouraged in this area of the County according to the Future Land Use Plan.

Fiscal/Economic Impact

Property Values: Values for adjacent properties may be enhanced by the proposed development provided the conditions are adhered to, and, if enforcement of County land use and property maintenance regulations are applied. However, failure to enforce zoning/land use standards are likely to result in stagnant or lower property values over time.

Neutral Impact: Cost of public service expenditures may be a net positive overtime.

School Impact

Student Enrollment Created by proposed development: No school impact is anticipated.

Neutral Impact: No school impact is anticipated due to the land use as proposed will not include residential development.

Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezoning Request)



Bulloch County Departmental Review

Water / Sewer Impact

Water System: The facility to be located on the parcel will be served by the City of Statesboro water system.

Sewerage: Wastewater will be served by the City of Statesboro using the current infrastructure located on or near the parcel.

Positive Impact: Water and sewer service will be served by the existing City of Statesboro system. The revenue vs required improvements for service are net positive.

Solid Waste Impact

Nearest Existing Solid Waste and Recycling Centers: Commercial solid waste services would be needed to service the location

Waste Generation Estimate: Variable

Neutral Impact: Private collection services are available. No significant impact on the County's Solid Waste Management Plan or Ordinance requirements is expected.

Environmental Impact

Wetlands and Flood Zones: Development as proposed assumes disturbance mitigation for 3.1 acres of wetland areas and/or flood zone areas.

Stormwater: The impervious surface ratio based on the proposed number of lots and use is expected to be 50%

Aquifer Recharge Areas: There are no known areas affected.

Water Supply Watersheds: There are no known watersheds affected.

River Corridors: There are no known corridors affected.

Air: This project is not expected to create an air pollution nuisance.

Soils: The property consists of a number of different types soils, most of which are suitable for development.

Historic or Archeological Resources: There are no known resources affected.

Resources of Regional or Statewide Importance: Project size does not require a Development of Regional Impact review.

Neutral Impact: Negative impacts needing to be addressed are erosion and pollutants from runoff issues. A stormwater management plan, and hydrology study is required.

Traffic and Road Infrastructure Impact

Parking: Parking will be subject to the Offstreet Parking and Design Guidelines of Bulloch County.

GDOT Road Classification for Access Road: US 301 is a major arterial.

Bulloch Transportation Plan Classification for Access Road: US Hwy 301 is an arterial route.

Condition of Access Road: Good, will need improvements to serve the proposed use.

Intersection Analysis: No traffic study has been performed.

Drainage: The development is located in the Lotts Creek Drainage Basin. Currently all drainage is natural; no man-made improvements to the parcel are known other than roadside drainage ditches and culverts. The access way/driveways to primary structures should have proper roadside drainage measures installed.



Bulloch County Departmental Review

Neutral Impact: The rezone request, in consideration of the scale of the development, would have a neutral impact to the road infrastructure, traffic safety and drainage. A hydrology study and stormwater management plan will be required. GDOT permits will be required for intersection improvements to US 301.

E-911 and Emergency Management Impact

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to construction.

Neutral Impact: These services would not be severely impacted.

Law Enforcement Impact

Agency: Bulloch County Sheriff's Department

Level of Service Standard (national: 0.6 per 1,000 population): Bulloch County has 33 sworn officers for road patrols. The LOS would be 49.

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Law Enforcement (Sheriff)	14.1 miles, 20 minutes depending on patrolling patterns	.024 or no full-time equivalent additional officers would be required	Shift of 3 covers 684 square miles
Georgia State Patrol	7.1 miles, 11 minutes depending on patrolling patterns	NA	Post #45 located south of Statesboro on US 301

Neutral Impact: The Sheriff's Department's capabilities are already exceeding capacity. The additional development would not require an additional full-time officer.

EMS and Fire Service Impact

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Register Fire Department)	Register 2.2 miles 5 min. response time	ISO Rating 9	City of Statesboro would need to be called as first responder or in event of a hazardous materials spill.
EMS-Rescue (County)	12.2 miles, 14 minutes response time	(-0.276) EMT / Paramedic per 1,000 population	

Negative Impact: Response times for fire and EMS are adequate but the development may create a staffing deficiency upon build out if current staffing is not increased. In addition, the development may provide cause for the County to provide additional equipment if the building proposes any variance to the height limitation of the zone.

Recreation-Open Space Impact



Bulloch County Departmental Review

Neutral Impact: No significant impact will be created by the development.

Summary of Findings – Final Staff Recommendation

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning	X		
Fiscal-Economic			X
Schools			X
Water-Sewer	X		
Solid Waste			X
Environmental			X
Traffic and Roads			X
Emergency Management			X
Law Enforcement			X
EMS-Fire		X	
Recreation			X
Total	2	1	8
Local Impact Findings	The rezoning of the 42.84 acres may have a neutral impact to Bulloch County		

FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed rezone.

The staff recommends approval of the rezone request with the following conditions:

- Use:** The principal use(s) approved for this property shall be limited to heavy industrial uses where a use is permitted by right.
- All uses are subject to requirements of Article 19 - Interstate Gateway Overlay Zoning District.
- Screening and Buffering:** Screening and buffers will be required according to Sections 405, 406, and 407 of the zoning ordinance.

Participants

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, James Pope, Planning and Development Director.

Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezone Request)



Bulloch County Departmental Review

Current Zoning Map

Existing Zoning: Light Industrial with Conditions

Adjacent Parcel Zoning: Light Industrial, Highway Commercial, R-80



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezone Request)



Bulloch County Departmental Review

Aerial Photo of Property



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review

South



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review

West



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review

North



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review

East

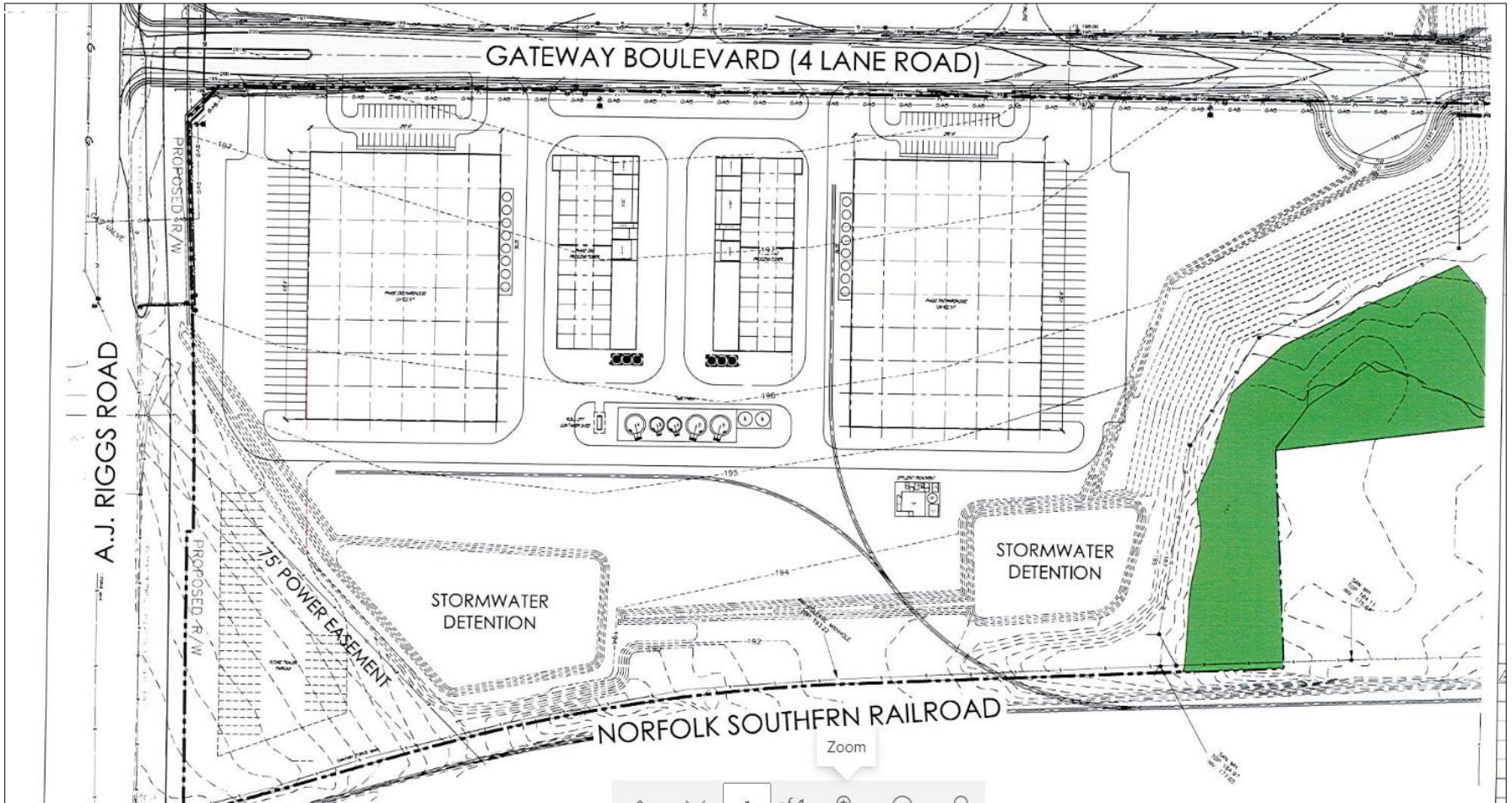


Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review

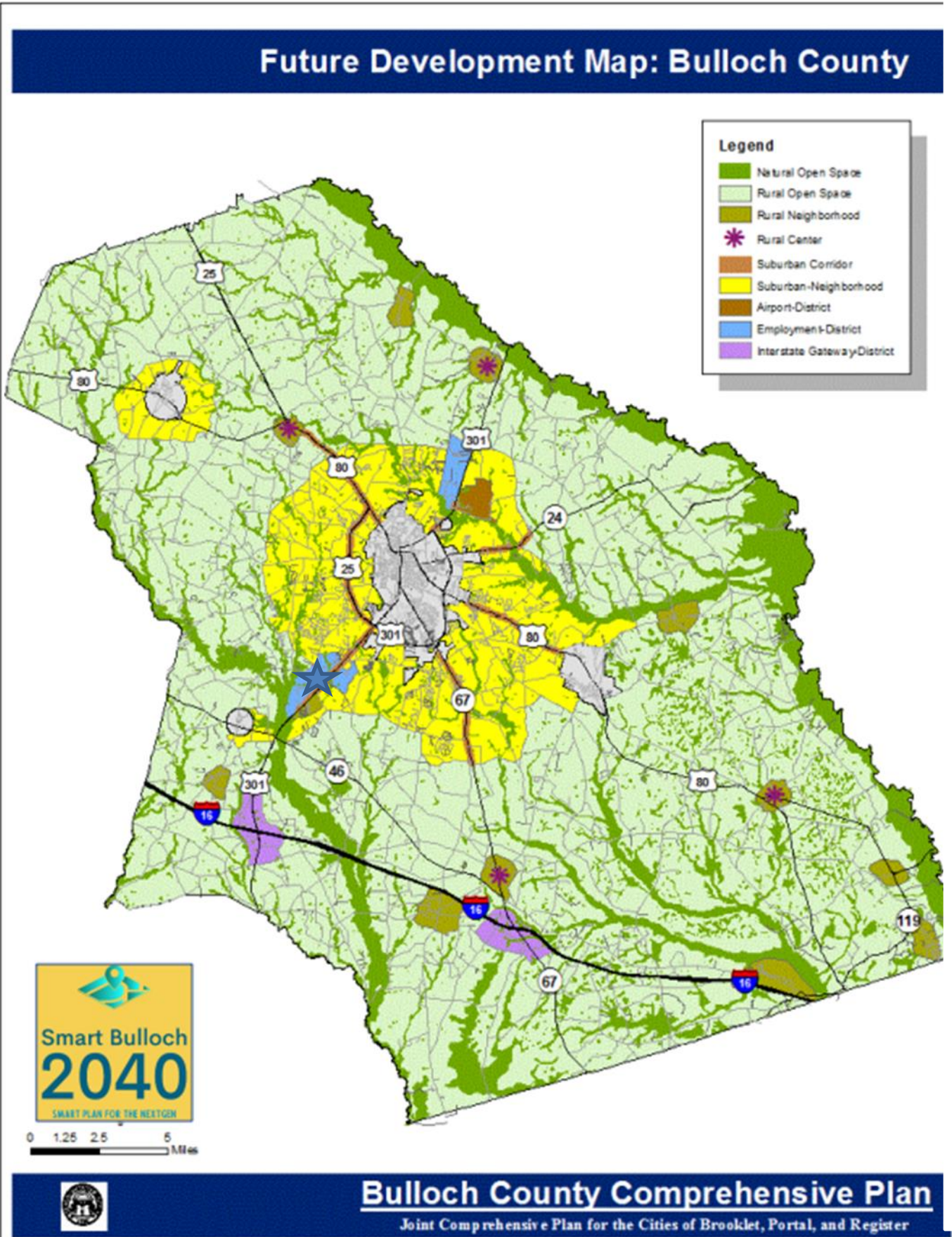
Proposed Site Plan



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch



Bulloch County Departmental Review



Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezone Request)



Bulloch County Departmental Review

Future Land Development Character Area

EMPLOYMENT DISTRICT (E-D)		
POLICIES	DESIGN PRINCIPLES	
<p>Intent</p> <ul style="list-style-type: none"> Enhance and maintain existing industrial and business facilities and create new facilities to expand economic opportunities for Bulloch County in appropriate planned areas while discouraging land uses and development patterns that could present conflicts with future district development. 	<p>Site Design</p> <ul style="list-style-type: none"> Deep to moderate building setbacks using building structures to frame the street. Moderate to high lot coverage and building footprints related to lot size. Master planned projects that consider quality architectural building design with attractive facades, controlled aesthetics, and context sensitive infrastructure. 	
<p>General Characteristics</p> <ul style="list-style-type: none"> Accommodate large industrial and business development in appropriate areas. Variable building development to promote the specific needs of industrial activities or businesses. Appropriate landscaping and open space between buildings and adjacent land uses to help limit negative visual and noise impacts of activity within the district to surrounding areas. 	<p>Density/Intensity</p> <ul style="list-style-type: none"> Limited civic buildings. 1-3 story buildings. 	
<p>Application</p> <ul style="list-style-type: none"> Planned development including industrial, commercial and service uses to serve workers and patrons of these businesses. Locate on principal arterial where full services, public facilities and routes of potential public transportation are available. 	<p>Green Space</p> <ul style="list-style-type: none"> Formal landscaping and appropriate buffers between built areas to limit negative noise and visual impacts to surrounding areas. Moderately dense street trees, bushes and planting strips. 	
<p>Primary Land Uses</p> <ul style="list-style-type: none"> Industrial uses such as low-to-high intensity manufacturing and assembly, distribution, processing, wholesale trades. Planned business or industrial parks. General commercial businesses and services for workforce. 	<p>Transportation</p> <ul style="list-style-type: none"> Moderate to high vehicular connectivity with managed access, accommodation for heavy vehicles, landscaped parking, limited connections to surrounding development and efficient and safe circulation patterns. Limited pedestrian environment and facilities. Paved roadways and parking (on-site), curb and gutter, streetscapes and streetlights. 	
<p>Zoning Classifications</p> <ul style="list-style-type: none"> LI, HI, GC, HC, PUD 	<p>Infrastructure</p> <ul style="list-style-type: none"> Municipal water (and/or sewer). Adequate telecommunications. Low impact development. 	
Visual Character Description		
Development Pattern	Transportation	Green Space
IMPLEMENTATION STRATEGIES		
<ul style="list-style-type: none"> Incorporate and incent design principles into development ordinances, or by zoning conditions. Prepare a revitalization or redevelopment study in advance of physical decline in existing employment districts. 		

Attachment: 4. Development Authority of Bulloch County 2022-00058 (Development Authority of Bulloch County Rezoning Request)



Bulloch County Departmental Review

Agenda Item:	5	Meeting Date:	December 6, 2022 (P&Z)
Application #:	RZNE-2022-00059	Application Type:	Rezoning
Request:	Glenn Womack has submitted an application for the rezoning of 2 acres of a 7 acre tract to R-80. The property is located on at 20700 US Highway 80 West.		
Planning and Zoning Recommendation:	To approve with conditions by 5-0 vote.		
Final Staff Recommendation	Staff recommends approval.		

Applicant:	Glenn Womack	Acres in Request:	7.15
Location:	Highway 80 West.	Existing Lots:	1
Map #:	058B000010-000	Requested Lots:	2
		Current Zoning:	AG-5
Future Land Use:	Residential	Requested Zoning:	R-80/AG-5
Directions to Property:	From Statesboro take US Highway 80 West. Once you pass the intersection of US Hwy 301 the property will be located approx. .3 miles on your right.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?	X		
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezoning)



Bulloch County Departmental Review

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban neighborhoods.

Existing Land Use Pattern: There are primarily residential uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: The proposed use should not injure or detract from existing properties.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property maintained.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and a community water system approval as required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 6.7 miles (response time 10 minutes) from the Statesboro District Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is adequate. US Hwy 80 is a paved state route maintained by the Georgia Department of Transportation.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed change should not create a significant traffic impact. Currently, all drainage is natural with exception to one single family dwelling, roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to any construction.

LAW ENFORCEMENT IMPACT



Bulloch County Departmental Review

Response time from Bulloch County Sheriff's Department is approximately 15 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed rezone.

The staff recommends approval of the rezone request.

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director.



Bulloch County Departmental Review

Current Zoning Map
Surrounding Zoning: AG5
Proposed Zoning: R-80



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezone)



Bulloch County Departmental Review

Aerial



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezone)



Bulloch County Departmental Review



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezone)



Bulloch County Departmental Review

North



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezoning)



Bulloch County Departmental Review

South



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezone)



Bulloch County Departmental Review

West



Attachment: 5. Glenn Womack RZNE-2022-00059 (Glenn Womack Rezone)



Bulloch County Departmental Review

Agenda Item:	6	Meeting Date:	December 6, 2022 (P&Z)
Application #:	RZNE-2022-00060	Application Type:	Rezoning
Request:	JAB has submitted an application for the rezoning of 7.86 acres from AG-5 to R-80 to subdivide into 3 residential lots. The property is located on Alford Road.		
Planning and Zoning Recommendation:	To approve with conditions by 5-0 vote.		
Final Staff Recommendation:	The staff recommends denial of the rezone request; but if approved, recommends conditions.		

Applicant:	JAB Construction	Acres in Request:	7.86
Location:	Alford Road	Existing Lots:	1
Map #:	109 000016 003	Requested Additional Lots:	2
		Current Zoning:	AG-5
Future Land Use:	Residential	Requested Zoning:	R-80
Directions to Property:	From Statesboro take GA Highway 67 south once you past Josh Deal Rd. Alford Rd. will be on your left hand side 1pprox.. one mile. Turn left onto Alford follow until you reach 639 Alford Road. Property will be on your right		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?	X		
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	

Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		
--	---	--	--

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban neighborhood.

Existing Land Use Pattern: There are primarily residential uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: The proposed use should not injure or detract from existing properties.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property maintained.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and a community water system approval as required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 1.7 miles (response time 10 minutes) from the Register District Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is adequate. Alford Road is a county-maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed change should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to any construction.

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 15 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property does not appear to be suitable for the proposed rezone and use.

The staff recommends denial of the rezone request; but if approved, recommends the following conditions:

General Conditions

1. All dwelling units shall consist of traditional site built construction meeting state building codes. Manufactured housing shall be prohibited.
2. For principal structures, exterior finish on all facades, except for trim and minor treatments, shall primarily consist of a 50% mix of brick, stone, or decorative masonry finish, high-grade stucco (simulated or artificial stucco is prohibited), natural wood and cement-based artificial wood siding.
3. All properties adjoining western boundary (side of Lots 2a, 2b, and 2c) shall, exclusive of existing vegetation) provide a 25' buffer consistent with Section 407 of the Zoning Ordinance satisfactory to the Zoning Administrator to minimize light, noise or other nuisances.
4. The owner/developer shall dedicate 30' (30 feet) of right-of-way from the centerline of Alford Road in fee simple in favor of Bulloch County.
5. Before any building permit is issued, the Owner/Developer shall re-grade the shoulders fronting each approved lot with 2:1 inverted slope, which shall also be stabilized with grassing and other erosion control, and installation of any cross drains on Alford Road necessary to accommodate positive road drainage.
6. Before any permit is issued, driveways to access each lot must be permitted by the County Planning and Development Department for proper drainage culverts.

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director.



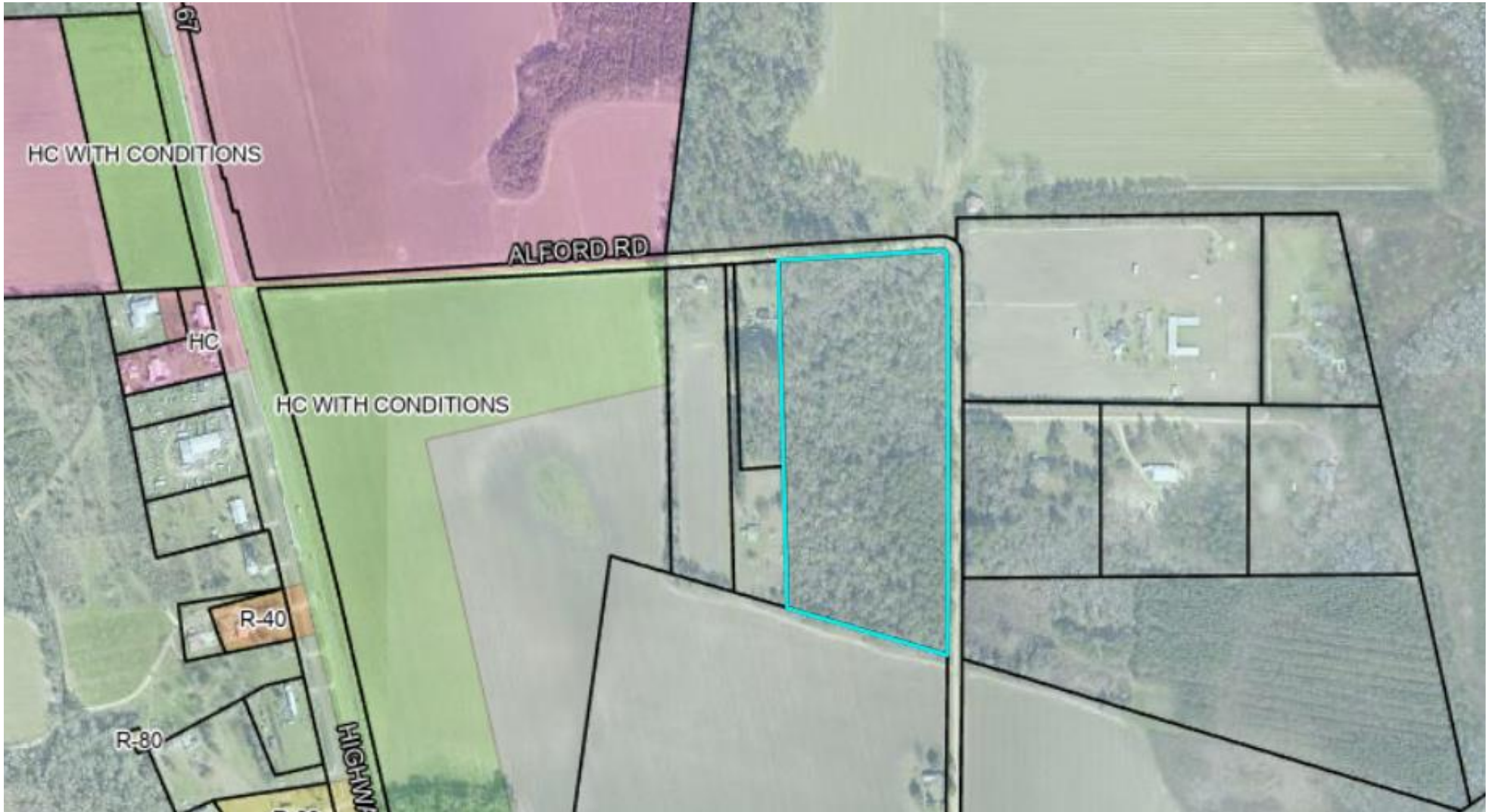
Bulloch County Departmental Review

Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

Zoning Map



Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

Aerial Photo of Parcel 109 000016 003

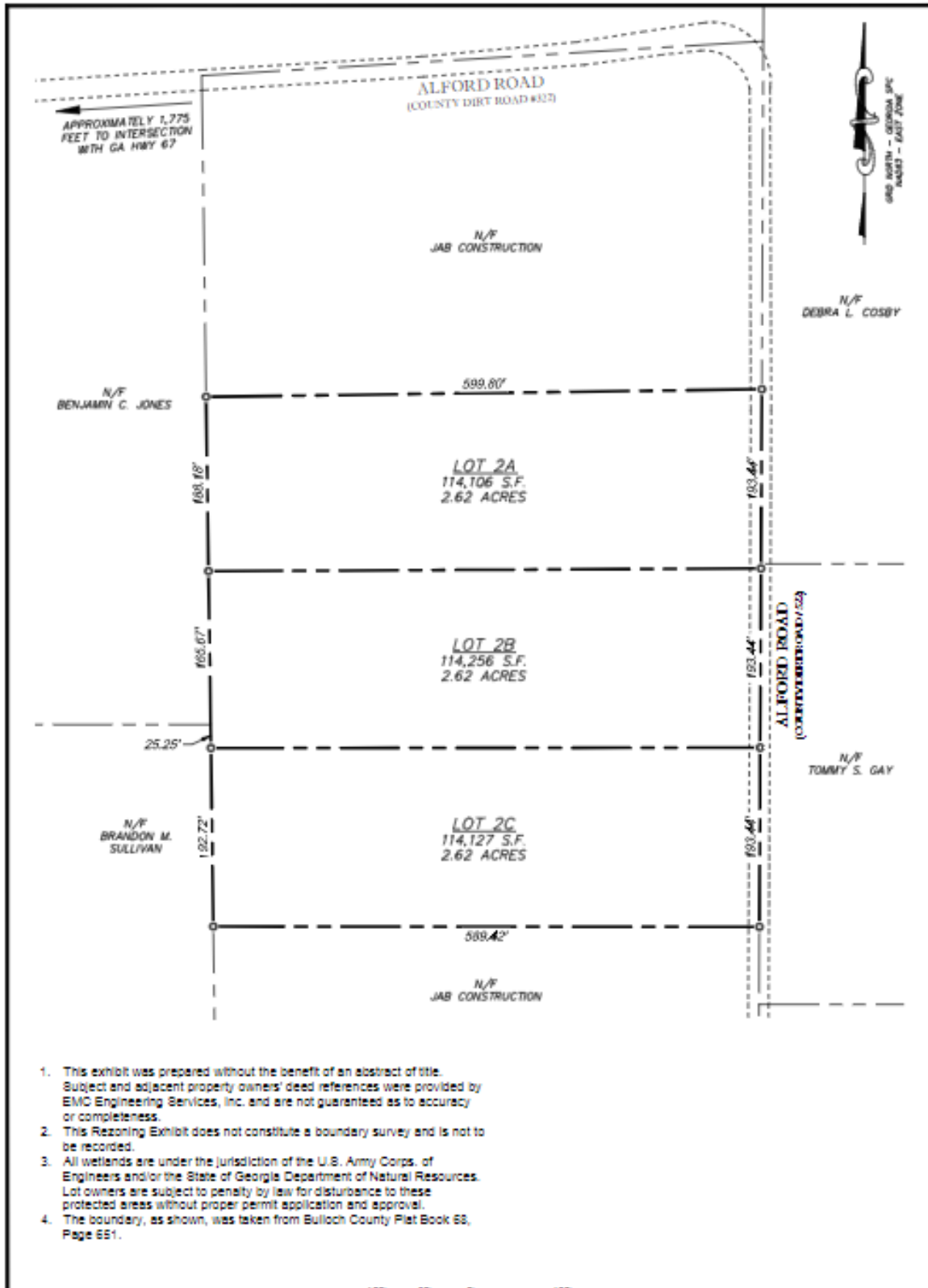


Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

Proposed Parcel Division



Attachment: 6. JAB RZNE-2022-00060 (JAB Rezoning Request)



Bulloch County Departmental Review

North



Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

South



Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)



Bulloch County Departmental Review

West



Attachment: 6. JAB RZNE-2022-00060 (JAB Rezone Request)

STATE OF GEORGIA
COUNTY OF BULLOCH

PETITION FOR ROAD ABANDONMENT TO THE
BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

Each of the undersigned persons, by affixing their signatures, hereby request and petition the Board of Commissioners of Bulloch County, Georgia to take such action as is necessary to accomplish the formal abandonment and closing a portion of **County Road Number 203, also known as B Tucker Road**, being that portion from the northern most property line of Parcel 051 000016 000, approximately 0.18 miles north of said road's intersection with County Road Number 197, also known as Ephesus Church Road, and ending at said road's terminus, a distance of approximately 0.10 miles. Refer to the attached map for a depiction of the portion of road to be closed.

The undersigned are also advised that if the road is abandoned by the Bulloch County Board of Commissioners, the County will cease to perform maintenance on said road including but not limited to grading, ditch maintenance, clearing of trees/debris from roadway, and maintenance of signs. Other activities that may possibly be affected by the County's abandonment of said road may include response time by emergency services, school bus routing, and mail delivery.

Reason for road closing: Future place for new home
& cattle farm, will use portion of road to
be closed as driveway (gated to keep people
off of property).

SIGNATURE

PRINTED NAME

ADDRESS

Danny Vickery

Danny Vickery

1260 Kelly's Pond Road
12915212, GA
30452

Attachment: Petition (Abandon a Portion of B Tucker Road)



Evans County

PARCEL
051 000016 000



Legend

- Roads
- Road to be Abandoned

**PROPOSED ABANDONMENT OF
PORTION OF B TUCKER RD**
From Property Line of Parcel 051 000016
000 to Terminus

LENGTH (APPROX)

0.10 Miles



Attachment: Petition (Abandon a Portion of B Tucker Road)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bulloch County Board of Commissioners will hold a public hearing on Tuesday, December 6, 2022, at 5:30 p.m. in the Multipurpose Room of the Honey Bowen Building located at 1 Max Lockwood Drive, Statesboro, Georgia 30458 for the purpose of receiving public input on and considering whether a portion of County Road No. 203, also known as B Tucker Road, should be abandoned and removed from the county road system because it has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest. The portion of B Tucker Road for which abandonment is being considered is that portion beginning at the northernmost property line of Parcel 051 000016 000 in the records of the Bulloch County Tax Assessors, approximately 0.18 miles north of said road's intersection with County Road No. 197, also known as Ephesus Church Road, and ending at said road's terminus, a distance of approximately 0.10 miles. Citizens who would like to comment on these issues are invited to attend this hearing. For more information or special arrangements, contact the office of the Bulloch County Board of Commissioners at 912-764-6245 during regular business hours.

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

RESOLUTION # 2022 - _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA CERTIFYING THE ABANDONMENT AND REMOVAL FROM THE COUNTY ROAD SYSTEM OF A PORTION OF COUNTY ROAD NO. 203, ALSO KNOWN AS B TUCKER ROAD; AUTHORIZING THE EXECUTION, RECORDING, AND DELIVERY OF QUITCLAIM DEEDS TO THE PROPERTY OWNERS THEREON; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Bulloch County, Georgia (the “Board of Commissioners”) has considered abandoning a portion of County Road No. 203, also known as B Tucker Road, being described as that portion beginning at the northernmost property line of Parcel 051 000016 000 in the records of the Bulloch County Tax Assessors, approximately 0.18 miles north of said road’s intersection with County Road No. 197, also known as Ephesus Church Road, and ending at said road’s terminus, a distance of approximately 0.10 miles, said portion of B Tucker Road being highlighted in green on the map attached hereto and made a part hereof by reference (hereinafter “the portion of the aforesaid County Road”); and

WHEREAS, in accordance with the legal requirements of O.C.G.A. § 32-7-2, the Board of Commissioners has given proper notices and held a public hearing on said matter; and

WHEREAS, the Board of Commissioners has determined that the portion of the aforesaid County Road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Bulloch County, Georgia, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Certification of Abandonment. The Board of Commissioners hereby certifies that the portion of the aforesaid County Road is hereby abandoned and shall no longer be a part of the county road system of Bulloch County, Georgia.

Section 2. Quitclaim Deed. The portion of the aforesaid County Road being a prescriptive road, the Board of Commissioners hereby authorizes the execution of quitclaim deeds to the property owners located thereon, and the Chairman and Clerk of the Board of Commissioners are hereby authorized to execute said quitclaim deeds, and

the County Attorney is hereby authorized to record and deliver said quitclaim deeds to the property owners located thereon.

Section 3. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 6th day of December, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Venus Mincey-White, Clerk

(SEAL)

Attachment: Resolution Certifying Abandonment. 12-6-22 (Abandon a Portion of B Tucker Road)



PARCEL
051 000016 000

301

J M STRICKLAND RD

EPHESUS CHURCH RD

B TUCKER RD

SINKHOLE RD

Evans County



Oct. 2022

Legend

- Roads
- Road to be Abandoned

**PROPOSED ABANDONMENT OF
PORTION OF B TUCKER RD**
From Property Line of Parcel 051 000016
000 to Terminus

LENGTH (APPROX)

0.10 Miles



Attachment: Resolution Certifying Abandonment. 12-6-22 (Abandon a Portion of B Tucker Road)



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • NOVEMBER 14, 2022

Town Hall Meeting

Willow Hill Heritage & Renaissance Center

5:30 PM

4235 Willow Hill Road, Portal, GA 30450

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Chairman Thompson welcomed guests and called the meeting to order.

II. INVOCATION AND PLEDGE

Commissioner Ray Mosley gave the invocation and pledge of allegiance.

Chairman Thompson called for a brief recess to enjoy appetizers.

III. ROLL CALL

Amanda Sullivan, Administrative Specialist, performed the roll call for Commissioners and staff.

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

The following staff were present: County Attorney Jeff Akins, County Manager Tom Couch, Assistant County Manager Cindy Steinmann, Recreation Director Eddie Canon, County Engineer Brad Deal, Public Works Director Dink Butler, Public Safety Director Ted Wynn, Public Relations Manager Broni Gainous, and Administrative Specialist Amanda Sullivan.

IV. WILLOW HILL STAFF COMMENTS

Dr. Alvin Jackson welcomed guests and thanked the Commissioners for visiting. He gave a brief history of Willow Hill and offered a tour of the museum following meeting adjournment. Dr. Gayle Jackson gave the Commissioners an update on the progress of the facility since its purchase and informed them of various grants received, partnerships, and programs offered. She requested that the Commissioners consider future funding to potentially staff the building.

Commissioner Rushing expressed appreciation for Willow Hill's accomplishments.

V. CHAIRMAN COMMENTS

Minutes Acceptance: Minutes of Nov 14, 2022 5:30 PM (Consent Agenda)

Chairman Thompson thanked Willow Hill for their hard work. He explained the importance of town hall meetings and his desire to hear citizens' concerns county-wide.

VI. PUBLIC COMMENTS

Chairman Thompson called for public comments from the audience at large or in writing.

Grant Turner thanked Dr. Gayle Jackson and Dr. Alvin Jackson for the work that they do in the Portal community. He asked the Commissioners when the citizens would be made aware of decisions regarding Willow Hill's request to support to facility. County Manager Tom Couch explained that the request could be considered during the budgeting period for next fiscal year.

Sheila Leach offered support for future funding of Willow Hill.

John Robinson, who signed up to speak (See Exhibit #2022-293), expressed his concern for the lack of attention given to the Portal community, including emergency services. He requested that the City of Portal and Bulloch County attempt to collaborate more often to offer more services to the community.

Jerry Lannigan introduced herself as a Portal Council member and thanked Dr. Alvin Jackson and Dr. Gayle Jackson. She stated her desire for the County to offer transportation options for citizens' doctor visits, pharmacy visits, etc.

Dr. Alvin Jackson explained that Willow Hill would like to have a walking trail and play area for children.

Yvette McCall expressed her concern for the lack of attention given to Portal and the increasing focus on other areas such as Brooklet.

Mr. Couch explained that the County is attempting to provide more Fire and EMS services by expanding the Portal Fire Station.

VII. COMMISSIONER AND STAFF COMMENTS

Chairman Thompson called for Commission and staff comments.

Commissioner Simmons notified the audience that Board of Commissioners meetings are held twice a month and encouraged all to attend in the future to express concerns and learn more about decisions made by the Board.

Commissioner Mosley thanked everyone for their attendance and participation.

Commissioner Deal thanked everyone and explained his belief that future growth will benefit Portal.

Commissioner Gibson expressed gratitude to the Jackson's for keeping the facility open.

Commissioner Stringer thanked the community for inviting the Commissioners to hold a town hall.

VIII. ADJOURN

Chairman Thompson called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.

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

IX. TOUR OF FACILITY

The Willow Hill staff gave a brief tour of the facility.

Chairman

Attest: _____

Thomas M. Couch,
County Manager

Minutes Acceptance: Minutes of Nov 14, 2022 5:30 PM (Consent Agenda)



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • NOVEMBER 15, 2022

Regular Meeting

Honey Bowen Building Multi-Purpose Room

8:30 AM

1 Max Lockwood Drive, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

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

II. INVOCATION AND PLEDGE

Vice-Chairman Rushing gave the invocation and pledge of allegiance.

III. ROLL CALL

Ms. Amanda Sullivan, Administrative Specialist, performed the roll call for the Commissioners and staff.

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

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Chief Financial Officer Kristie King, Planning & Development Director James Pope, Human Resources Director Cindy Mallett, County Engineer Brad Deal, Recreation Director Eddie Canon, EMS Director Doug Vickers, Fire Chief Ben Tapley, Public Works Director Dink Butler, Public Safety Director Ted Wynn, Community Relations Manager Broni Gainous, Parks Division Manager Tony Morgan, and Administrative Specialist Amanda Sullivan.

IV. APPROVAL OF ZONING AGENDA

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

1. A motion was made to approve the Zoning Agenda as presented.

Minutes Acceptance: Minutes of Nov 15, 2022 8:30 AM (Consent Agenda)

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

- Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 159 acres from R-40 to R-25 to allow for the development of a single family subdivision. The property is located at 359 Josh Deal Road.

Mr. Pope explained that this case was deferred during the November 1, 2022 Board of Commissioners meeting for consideration during this meeting. He advised the Commissioners that two conditions previously discussed has been removed.

Haydon Rollins with Hussey Gay Bell signed up to speak (See Exhibit #2022-290) and spoke on behalf of the applicant.

Without further discussion, a motion was made to approve the rezone request with conditions (See Exhibit #2022-291).

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

- Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 60 acres from R-40 to R-3 to allow for the development of a multi-family residential area. The property is part of a parcel with address of 359 Josh Deal Road.

Mr. Pope explained that this case was also deferred during the November 1, 2022 meeting for consideration during this meeting. Mr. Pope explained that the same conditions were modified as the previous case on Josh Deal Road.

Haydon Rollins with Hussey Gay Bell represented and spoke on behalf of the applicant.

Without further discussion, a motion was made to approve the rezone request with conditions (See Exhibit #2022-292).

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

V. APPROVAL OF GENERAL AGENDA

Chairman Thompson called for change and/or modifications to the General Agenda. Hearing no modifications, Chairman Thompson called for a motion to approve the General Agenda as presented.

- A motion was made to approve the General Agenda as presented.

Minutes Acceptance: Minutes of Nov 15, 2022 8:30 AM (Consent Agenda)

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

VI. PUBLIC COMMENTS

Chairman Thompson called for public comments from the audience at large or in writing.

There were no public comments.

VII. CONSENT AGENDA

A motion was made to approve the Consent Agenda as presented.

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

1. Minutes Approval: Tuesday November 1st, 2022 05:30 PM
2. 2544 : Approve purchase for Athletic Field Lighting at Mill Creek Park (See Exhibit #2022-277)
3. 2545 : Approve purchase of Rental Lockers for Splash in the Boro Waterpark (See Exhibit #2022-278)
4. 2549 : Approve purchase of Image Trend Elite software for Bulloch County EMS (See Exhibit #2022-279)
5. 2550 : Approve an agreement MOU with the Georgia Fire Marshal's Office (See Exhibit #2022-280)
6. 2551 : Approve a resolution declaring unserviceable and authorizing sale or disposal of vehicles (See Exhibit #2022-281)
7. 2552 : Approve a resolution declaring unserviceable and authorizing transfer of vehicles to Georgia forestry commission (See Exhibit #2022-282)
8. 2553 : Approve a resolution to amend the capital budget for Fiscal Year 2023 (See Exhibit #2022-283)
9. 2554 : Approve purchase of 20 Self Contained breathing apparatus MES (Airkpak) for Bulloch Fire (See Exhibit #2022-284)
10. 2555 : Approve the purchase of Caterpillar Motor Grader and Sloper from Yancey in the amount of \$350,490.00 (See Exhibit #2022-285)
11. 2556 : Approve a contract with Gregory Bridge Company, for repairs to the Pulaski Road Bridge at Lott's Creek, in the amount of \$54,550.75, to be funded by TSPLOST (See Exhibit #2022-286)
12. 2563 : Approve Forest Heights Country Club #134 License Transfer

- 13. 2558 : Grant a 2023 alcoholic beverage renewal license for package retail beer and wine sales to certain establishments with a current 2022 license (See Exhibit #2022-287)
- 14. 2559 : Approve a memorandum of understanding with the City of Statesboro to allow the installation of a bus stop at Health Department (See Exhibit #2022-288)

VIII. COMMISSION AND STAFF COMMENTS

Chairman Thompson called for general comments from the Commissioners and staff.

Mr. Couch notified the Commissioners that the staff plans to start the budget process early this year and will be sending out a priority survey soon. He also stated that the staff will be providing the Commissioners with a holiday schedule to remind them of various upcoming events. Mr. Couch gave an update on the progress of ongoing ordinance revisions.

IX. EXECUTIVE SESSION (REAL ESTATE AND PERSONNEL)

Hearing no further comments, Chairman Thompson stated that the Board must now adjourn into Executive Session. He called for a motion to enter into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3(b) (1) (B) and O.C.G.A. § 50-14-3 (b) (2) and other applicable laws pursuant to the advice of County Attorney Jeff Akins, for the purposes of discussing real estate and personnel matters.

- 1. A motion was made to enter into Executive Session to discuss and deliberate on real estate and personnel matters in accordance with the provisions of O.C.G.A. § 50-14-3(b) (1) (B) and O.C.G.A. § 50-14-3 (b) (2) and other applicable laws (See Exhibit # 2022-289)

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

X. ADJOURN

Chairman Thompson called for a motion to adjourn.

- 1. A motion was made to adjourn the meeting.

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

Chairman

Attest: _____
Thomas M. Couch,
County Manager

Minutes Acceptance: Minutes of Nov 15, 2022 8:30 AM (Consent Agenda)

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and STATESBORO AVIATION, LLC and KELLY BROWN (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Corporate Hangar #2 (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Six Hundred Fifty and No/100 Dollars (\$650.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or Ninety-seven and 50/100 Dollars (\$97.50), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card.

Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Lease Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this Lease Agreement, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 Without any limitation of Lessees' obligations in Section 10.1 above, to the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of Section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessee's indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this Lease Agreement are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for aviation purposes. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

12.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure

the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

Statesboro Aviation, LLC
2760 Country Club Road
Statesboro, GA 30461
Attn: Kelly Brown

To the Lessor:

Bulloch County Board of Commissioners
 115 North Main Street
 Statesboro, GA 30458
 Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
 601 Airport Boulevard
 Statesboro, GA 30461
 Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: kelly@statesboroerectors.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD OF COMMISSIONERS

STATESBORO AVIATION, LLC

By: _____
Roy Thompson, Chairman

By: _____
Kelly Brown, Manager & Member

Attest: _____
, Clerk

KELLY BROWN

By: _____
Kelly Brown

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and STATESBORO AVIATION, LLC and KELLY BROWN (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Corporate Hangar #3 (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Seven Hundred Fifty and No/100 Dollars (\$750.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or One Hundred Twelve and 50/100 Dollars (\$112.50), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card.

Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Lease Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this Lease Agreement, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 Without any limitation of Lessees' obligations in Section 10.1 above, to the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of Section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessee's indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this Lease Agreement are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for aviation purposes. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

12.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure

the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

Statesboro Aviation, LLC
2760 Country Club Road
Statesboro, GA 30461
Attn: Kelly Brown

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30461
Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: kelly@statesboroerectors.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD OF COMMISSIONERS

STATESBORO AVIATION, LLC

By: _____
Roy Thompson, Chairman

By: _____
Kelly Brown, Manager & Member

Attest: _____
, Clerk

KELLY BROWN

By: _____
Kelly Brown

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and DR. RUSSELL HERRINGTON (hereinafter “Lessee”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, Corporate Hangar #1, CH-1 (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessee agrees to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessee shall pay to Lessor rental of Six Hundred Fifty and No/100 Dollars (\$650.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessee may be granted a ten (10) day grace period to make said monthly rental payments. Lessee will be assessed a late fee of fifteen (15) percent, or Ninety-seven and 50/100 Dollars (\$97.50), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessee agrees to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessee will be charged to this credit card. Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessee pursuant to this Lease Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessee and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessee's failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessee shall immediately surrender the Leased Property to Lessor and remove any and all of Lessee's contents from the Leased Property.

5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessee shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessee desires to install equipment that will require additional or upgraded utility services, Lessee shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessee's expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessee shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessee which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain

with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessee's trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessee has a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessee is maintaining the Leased Property in a good state of repair. Upon termination of this Lease Agreement, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessee shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessee's failure to perform any of its obligations under this Lease Agreement;
- (b) To the extent attributable to Lessee's negligence or willful misconduct, any

accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessee's failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 Without any limitation of Lessee's obligations in Section 10.1 above, to the extent that any of the following arises from or is contributed to by any action or failure to act of Lessee, the Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of Section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessee's indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessee shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this Lease Agreement are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessee shall use the Leased Property solely for aviation purposes. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

12.2 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessee shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three

(3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessee may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Any purported assignment or subletting of this Lease Agreement without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessee of its liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessee:

Dr. Russell Herrington
PO Box 566
Statesboro, Georgia 30459

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street

Statesboro, GA 30458
 Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
 601 Airport Boulevard
 Statesboro, GA 30461
 Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessee: rusty.herrington@gmail.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessee quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessee shall fulfill its obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessee is required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. ATTORNEY’S FEES AND EXPENSES

22.1 Should Lessee default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessee agrees to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

22.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessee that the provision in Section 22.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessee has ten days from

receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEE:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

DR. RUSSELL HERRINGTON

By: _____
Roy Thompson, Chairman

By: _____
Dr. Russell Herrington

Attest: _____
, Clerk

Attachment: 2023 Dr. Russell Herrington Lease Form.NonFBO.Single Lessee (Motion to renew the lease for corporate hangar #1 with Dr.

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and JCT AVIATION, LLC and JOSH ROGERS (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Corporate Hangar #3 (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Seven Hundred Fifty and No/100 Dollars (\$750.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or One Hundred Twelve and 50/100 Dollars (\$112.50), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card.

Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Lease Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this Lease Agreement, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 Without any limitation of Lessees' obligations in Section 10.1 above, to the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of Section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessee's indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this Lease Agreement are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for aviation purposes. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

12.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by

either party, the other party may terminate this Lease Agreement if the breaching party fails to cure the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

JCT Aviation LLC
22681 Hwy 80 East
Statesboro, Ga 30461
Attn: Josh Rogers

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30461
Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: jjr12342@gmail.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

JCT AVIATION, LLC

By: _____
Roy Thompson, Chairman

By: _____
Josh Rogers, Manager & Member

Attest: _____
, Clerk

JOSH ROGERS

By: _____
Josh Rogers

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and JUSTIN BARNES (hereinafter “Lessee”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, HANGAR #3 (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessee agrees to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessee shall pay to Lessor rental of Three Hundred Seventy-five and No/100 Dollars (\$375.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessee may be granted a ten (10) day grace period to make said monthly rental payments. Lessee will be assessed a late fee of fifteen (15) percent, or Fifty-six and 25/100 Dollars (\$56.25), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessee agrees to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessee will be charged to this credit card. Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessee pursuant to this Lease Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessee and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessee's failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessee shall immediately surrender the Leased Property to Lessor and remove any and all of Lessee's contents from the Leased Property.

5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessee shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessee desires to install equipment that will require additional or upgraded utility services, Lessee shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessee's expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessee shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessee which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain

with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessee's trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessee has a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessee is maintaining the Leased Property in a good state of repair. Upon termination of this Lease Agreement, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessee shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessee's failure to perform any of its obligations under this Lease Agreement;
- (b) To the extent attributable to Lessee's negligence or willful misconduct, any

accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessee's failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 Without any limitation of Lessee's obligations in Section 10.1 above, to the extent that any of the following arises from or is contributed to by any action or failure to act of Lessee, the Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of Section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessee's indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessee shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this Lease Agreement are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessee shall use the Leased Property solely for aviation purposes. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

12.2 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessee shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure

the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessee may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Any purported assignment or subletting of this Lease Agreement without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessee of its liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessee:

Justin Barnes
LRM/LRM Pro
P. O. Box 2629
Statesboro, GA 30459

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30461
Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessee: justin@legalresearchmarketing.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessee quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessee shall fulfill its obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessee is required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. ATTORNEY’S FEES AND EXPENSES

22.1 Should Lessee default in any of the provisions of this Lease Agreement, and should

Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessee agrees to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

22.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessee that the provision in Section 22.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessee has ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEE:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

JUSTIN BARNES

By: _____
Roy Thompson, Chairman

By: _____
Justin Barnes

Attest: _____
, Clerk

Attachment: 2023 Justin Barnes Lease Form.NonFBO.Single Lessee (Motion to renew the lease for Hangar #3 with Justin Barnes)

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and SOUTHEAST AVIONICS, LLC and JEREMY HILL (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, the spaces in Building 12, 133 Airport Drive at the Statesboro-Bulloch County Airport shown in green on the attached Exhibit A and designated as Warehouse “F”, Office “C-2” and Storage “E”, (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Two Hundred and No/100 Dollars (\$200.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or Thirty and No/100 Dollars (\$30.00), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a

credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card. Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessees' indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessees hereby release Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

11.2 Lessees shall maintain commercial general liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, including, if applicable, products liability, completed operations, and hangar keeper's liability. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall maintain aircraft liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. For flight training and rental activities, Lessees shall be required to notify the customer as to whether or not any of the Lessees' insurance coverage applies to the customer while using the Lessees' aircraft.

11.4 Lessees shall maintain workers' compensation insurance as required by law.

11.5 Lessees shall maintain ground vehicle liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 (\$2,000,000.00) aggregate.

11.6 Bulloch County, the City of Statesboro, and their officials, officers, and employees shall be named as additional insureds on all liability insurance policies.

11.7 All insurance policies will contain a provision that requires the insurer to give Lessor thirty (30) days' prior written notice of any modification to or cancellation of the insurance policy or coverage.

11.8 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for the purpose of operating a business to provide the following aeronautical services: avionics repair and installation, aircraft maintenance.

Lessees shall be required to provide these aeronautical services on a fair, equal, and nondiscriminatory basis to all users of the Airport at fair, reasonable, and nondiscriminatory prices.

12.2 Any changes to the nature or scope of these aeronautical services shall require an application for approval of and an amendment to this Lease Agreement to include the new aeronautical services in accordance with the Lessor's Minimum Standards for the Statesboro-Bulloch County Airport.

12.3 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12, including but not limited to the failure to satisfactorily provide the required aeronautical services, shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor’s consent shall be null and void. Lessor’s consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

Southeast Avionics, LLC
127 Airport Drive
Statesboro, GA 30461

Jeremy Hill
100 Airport Drive
Statesboro, GA 30461

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30461
Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: j.hill@seavionics.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

SOUTHEAST AVIONICS, LLC

By: _____
Roy Thompson, Chairman

By: _____
Jeremy Hill, Manager & Member

Attest: _____
, Clerk

JEREMY HILL

By: _____
Jeremy Hill

Attachment: 2023 Southeast Avionics and Jeremy Hill Bldg 12 Lease Form.FBO.Joint Lessees (Motion to approve renewing the lease for



STATESBORO – BULLOCH COUNTY AIRPORT BUILDING #12

Attachment: BUILDING #12 (Motion to approve renewing the lease for Building #12 with Jeremy Hill and Southeast Avionics, LLC)

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and PILOT PROS, INC. d/b/a GATO FLIGHT ACADEMY and ROMULO TOLEDO (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, the spaces in Building 12, 133 Airport Drive at the Statesboro-Bulloch County Airport shown in blue on the attached Exhibit A and designated as Lounge “A”, Bathroom “B”, Office “C-1”, and Office “D” (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Two Hundred and No/100 Dollars (\$200.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or Thirty and No/100 Dollars (\$30.00), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card. Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and

shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;
- (b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or
- (c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- (a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;
- (b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or
- (c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessees' indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessees hereby release Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

11.2 Lessees shall maintain commercial general liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, including, if applicable, products liability, completed operations, and hangar keeper's liability. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall maintain aircraft liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. For flight training and rental activities, Lessees shall be required to notify the customer as to whether or not any of the Lessees' insurance coverage applies to the customer while using the Lessees' aircraft.

11.4 Lessees shall maintain workers' compensation insurance as required by law.

11.5 Lessees shall maintain ground vehicle liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 (\$2,000,000.00) aggregate.

11.6 Bulloch County, the City of Statesboro, and their officials, officers, and employees shall be named as additional insureds on all liability insurance policies.

11.7 All insurance policies will contain a provision that requires the insurer to give Lessor thirty (30) days' prior written notice of any modification to or cancellation of the insurance policy or coverage.

11.8 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for the purpose of operating a business to

provide the following aeronautical services: flight school and flight training. Lessees shall be required to provide these aeronautical services on a fair, equal, and nondiscriminatory basis to all users of the Airport at fair, reasonable, and nondiscriminatory prices.

12.2 Any changes to the nature or scope of these aeronautical services shall require an application for approval of and an amendment to this Lease Agreement to include the new aeronautical services in accordance with the Lessor's Minimum Standards for the Statesboro-Bulloch County Airport.

12.3 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12, including but not limited to the failure to satisfactorily provide the required aeronautical services, shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor’s consent shall be null and void. Lessor’s consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

Pilot Pros, Inc.
21145 SW 133 Ct
Miami FL 33177

Romulo Toledo
21145 SW 133 Ct
Miami FL 33177

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to: Statesboro-Bulloch County Airport

Attachment: 2023 Pilot Pros and Romulo Toledo Bldg 12 Lease Form.FBO.Joint Lessees (Motion to approve renewing the lease for a portion

601 Airport Boulevard
 Statesboro, GA 30461
 Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: romulof Toledo@yahoo.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from

receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

PILOT PROS, INC.

By: _____
Roy Thompson, Chairman

By: _____
Romulo Toledo, President

Attest: _____
, Clerk

Attest: _____

ROMULO TOLEDO

By: _____
Romulo Toledo



STATESBORO – BULLOCH COUNTY AIRPORT BUILDING #12

Attachment: BUILDING #12 (Motion to approve renewing the lease for a portion Building #12 to Romulo Toledo, and Pilot Pros d/b)

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2023 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS d/b/a the STATESBORO-BULLOCH COUNTY AIRPORT (hereinafter referred to as “Lessor”) as party or parties of the first part, and SOUTHEAST AVIONICS, LLC and JEREMY HILL (hereinafter “Lessees”), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

1.1 Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Maintenance Hangar Building 15 at 127 Airport Drive (hereinafter the “Leased Property”), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent the Leased Property in an “as is” condition.

2. LEASE TERM

2.1 The initial term of this Lease Agreement shall commence on January 1, 2023 and end on December 31, 2023. Thereafter, this Lease Agreement shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that this Lease Agreement may be terminated prior to the expiration of the initial term or any renewal term as provided in Section 4, Section 12, Section 13, or Section 14 of this Lease Agreement.

3. RENTAL

3.1 Lessees shall pay to Lessor rental of Eight Hundred and No/100 Dollars (\$800.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or One Hundred Twenty and No/100 Dollars (\$120.00), for exceeding the ten (10) day grace period.

3.2 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Any fuel purchased by Lessees will be charged to this credit card.

Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

4. SUBORDINATION

4.1 This Lease Agreement is subordinate to Lessor's federal and state obligations relevant to the Statesboro-Bulloch County Airport, including but not necessarily limited to current federal grant assurances and conditions of state aid for the Airport. If there is any conflict between the terms of this Lease Agreement and Lessor's federal and state obligations, the federal and state obligations will take precedence and govern. More specifically, if Lessor is advised at any time by the Federal Aviation Administration ("FAA") or the Georgia Department of Transportation ("GDOT"), whether formally or informally, that any provision of this Lease Agreement or any activity of Lessees pursuant to this Agreement has caused Lessor to be in violation of any of the aforesaid federal or state obligations, Lessor shall provide written notice of such violation to Lessees and, if necessary to cure the violation, such written notice shall include an amendment to this Lease Agreement. Lessees' failure to agree to any such necessary amendment and/or failure to immediately cease or modify any activity necessary to cure the violation shall be grounds for immediate termination of this Lease Agreement by Lessor. In the event Lessor terminates this Lease Agreement pursuant to this provision, Lessees shall immediately surrender the Leased Property to Lessor and remove any and all of Lessees' contents from the Leased Property.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS; TRADE FIXTURES AND OTHER PERSONAL PROPERTY

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term or any extensions or renewals thereof, or prior to earlier termination of this Lease Agreement.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon expiration or termination of this Lease Agreement.

6.4 Lessor shall have the right to store or dispose of any of Lessees' trade fixtures or other personal property remaining on the Leased Property after the expiration or termination of this Lease Agreement. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

8.1 During the term of this Lease Agreement, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

9.1 During the term of this Lease Agreement, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of their obligations under this Lease Agreement;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, the Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this Lease Agreement, the term "Lessor" includes the Lessor and its officials, officers, employees, agents, administrators, board members, and committee members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this Lease Agreement.

10.4 Lessees' indemnification and hold harmless obligations pursuant to this Section 10 shall survive the expiration or termination of this Lease Agreement.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessees hereby release Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

11.2 Lessees shall maintain commercial general liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, including, if applicable, products liability, completed operations, and hangar keeper's liability. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessees shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the commercial general liability insurance policy.

11.3 Lessees shall maintain aircraft liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. For flight training and rental activities, Lessees shall be required to notify the customer as to whether or not any of the Lessees' insurance coverage applies to the customer while using the Lessees' aircraft.

11.4 Lessees shall maintain workers' compensation insurance as required by law.

11.5 Lessees shall maintain ground vehicle liability insurance, if applicable, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 (\$2,000,000.00) aggregate.

11.6 Bulloch County, the City of Statesboro, and their officials, officers, and employees shall be named as additional insureds on all liability insurance policies.

11.7 All insurance policies will contain a provision that requires the insurer to give Lessor thirty (30) days' prior written notice of any modification to or cancellation of the insurance policy or coverage.

11.8 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

12.1 Lessees shall use the Leased Property solely for the purpose of operating a business to provide the following aeronautical services: avionics repair and installation; aircraft maintenance. Lessees shall be required to provide these aeronautical services on a fair, equal, and

nondiscriminatory basis to all users of the Airport at fair, reasonable, and nondiscriminatory prices.

12.2 Any changes to the nature or scope of these aeronautical services shall require an application for approval of and an amendment to this Lease Agreement to include the new aeronautical services in accordance with the Lessor's Minimum Standards for the Statesboro-Bulloch County Airport.

12.3 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12, including but not limited to the failure to satisfactorily provide the required aeronautical services, shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 12.

13. COMPLIANCE WITH MINIMUM STANDARDS AND RULES AND REGULATIONS

13.1 Lessees shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

13.2 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 13 shall be considered a material breach of this Lease Agreement and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease Agreement but is merely intended to emphasize the materiality of the provisions in Section 13.

14. TERMINATION OF AGREEMENT

14.1 Termination for Cause. In the event of a material breach of this Lease Agreement by either party, the other party may terminate this Lease Agreement if the breaching party fails to cure the material breach within ten (10) calendar days after the other party provides the breaching party with written notice of same. Provided, however, that a repetition of the same material breach three (3) times within a period of six (6) months shall entitle the other party to terminate this Lease Agreement without offering the breaching party the opportunity to again cure the material breach. Without in any way limiting what may constitute a material breach, it is specifically agreed that the failure to pay rental in accordance with Section 3 shall be considered a material breach of this Lease Agreement.

14.2 Termination for Convenience. This Lease Agreement may be terminated for convenience at any time and for any reason upon mutual written consent of the parties.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessees may not, without the prior written consent of Lessor, assign or sublet this

Lease Agreement or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Any purported assignment or subletting of this Lease Agreement without Lessor’s consent shall be null and void. Lessor’s consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this Lease Agreement, but this shall not relieve Lessees of their liability to Lessor for all obligations under this Lease Agreement.

16. RIGHTS CUMULATIVE

16.1 All rights, powers, and privileges conferred upon the parties by this Lease Agreement shall be cumulative but not restrictive to those given by law.

17. CONSTRUCTION OF THIS AGREEMENT

17.1 This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

18. NOTICES

18.1 Any notice required by law or by this lease to be given to the parties in writing may be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the Lessees:

Southeast Avionics, LLC
127 Airport Drive
Statesboro, GA 30461

Jeremy Hill
100 Airport Drive
Statesboro, GA 30461

To the Lessor:

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

With a copy to:

Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30461
Attn: Airport Manager

18.2 In the alternative, unless otherwise required by law, any notice required by law or by this Lease Agreement to be given to the parties in writing may be sent via e-mail (which, for purposes of this provision, shall be considered “written” notice) to the following e-mail addresses:

To the Lessees: j.hill@seavionics.com

To the Lessor: kboykin@bullochcounty.net

19. QUIET ENJOYMENT

19.1 Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this Lease Agreement, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this Lease Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

21. TIME OF THE ESSENCE

21.1 In all instances where Lessees are required by the terms and provisions of this Lease Agreement to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

22. JOINT AND SEVERAL LIABILITY

22.1 Lessees shall be jointly and severally liable for all their obligations under this Lease Agreement, including but not limited to the obligation to pay rental.

23. ATTORNEY’S FEES AND EXPENSES

23.1 Should Lessees default in any of the provisions of this Lease Agreement, and should Lessor employ an attorney to enforce any provision hereof or to collect damages or past due rental and interest due thereon, Lessees agree to pay Lessor such reasonable attorney’s fees and expenses of litigation as Lessor may expend in pursuing same.

23.2 Prior to initiating litigation to collect past due rental and interest due thereon, Lessor shall notify Lessees that the provision in Section 23.1 relative to payment of attorney’s fees in addition to past due rental and interest thereon shall be enforced and that Lessees have ten days from receipt of such notice to pay the past due rental and interest without the attorney’s fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

SOUTHEAST AVIONICS, LLC

By: _____
Roy Thompson, Chairman

By: _____
Jeremy Hill, Manager & Member

Attest: _____
, Clerk

JEREMY HILL

By: _____
Jeremy Hill

Attachment: 2023 Southeast Avionics and Jeremy Hill Maint. Lease Form.FBO.Joint Lessees (Motion to approve renewing the lease for the

2023 ALCOHOL LICENSE – RENEWALS

RECOMMENDATION: APPROVAL

12-06-2022

OFF-PREMISES

SV Trading Co Inc dba Zip N Food 1- Suren Patel, Manisha Patel, Jignasa Patel, Milankumar Patel, Bhaveshkumar Patel

Sumil Investment, LLC dba 301 Truck Stop- Suren Patel, Milankumar Patel, Bhaveshkumar Patel

Enmark Station Inc #769, Enmark Station Inc #755- Sheryl McGregor

Eldora Penny Saver- Edward Maddox

Usman Corporation dba Tobacco & More #2 – Pervez Chaudhry

Supron, LLC dba 301 Market- Pravina Dodia, Bindiya Pithwa (designee)

Shiv Ganga Food Mart Inc dba El Cheapo- Jayeshkumar Patel & Anitaben Patel (designee)

JKM07 Inc- Vinod Jetwani

Om & Eva, Inc- Vinod Jetwani

Neel 2022, LLC- Rameshchandra Patel

Sumner Brothers LLC (Pojo's #2, Pojo's Gas n-Go, Pojo's Country Store #5)- Connine Sumner, Jerry Sumners, Beverly Sumner, Philip Sumner

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

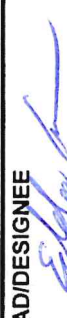
THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

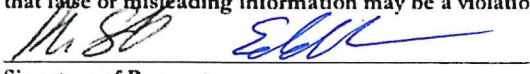
Chemical Controller

revised 2-25-2021

DATE: 11.11.22

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS							
				NO. 1		NO. 2		NO. 3			
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
1	Becs sys 7 controller			\$12,535.00	\$12,535.00						
1	single tank interface			\$2,850.00	\$2,850.00						
1	installation			\$900.00	\$900.00						
1	site training, service, warranty			\$1,350.00	\$1,350.00						
1	interface install			\$600.00	\$600.00						
	LESS DISCOUNTS										
	PLUS FREIGHT				\$0.00						
	TOTALS				\$18,235.00				\$0.00		\$0.00

REQUESTING DEPARTMENT Recreation / Aquatics	NOTES sole source	AWARD TO: Duffield Aquatics
ACCOUNT CODE SPLA-05		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE 		PURCHASE ORDER #:

revised 2-10-21			
SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11.11.22	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Recreation/Aquatics	Department Head	Eddie Canon
VENDOR INFORMATION			
Vendor Name	Duffield Aquatics		
Street Address	113 Metro Drive		
City	Anderson		
State and Zip Code	SC 29625		
Phone Number	1-888-669-7551		
Fax Number			
E-mail or Web Site Address	www.duffieldaquatics.com		
<p>Please specifically justify why the items or services to be approved for sole source treatment:</p> <p>Duffield Aquatics is the sole source provider for this product in our area, letter provided</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
X	Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
			
Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: BECSys7 Chemical Controller - Project ID SPLA05 - 12-6-22 mtg (Chemical Controller)

ESTIMATE

Splash in the Boro
Chemical Controller & Filter Interface



Order # 216114-R1
Date 10/21/22
Consultant Chris J Bornfleth
WQA Iris Murray
Fax #
Billing Terms Net 30
Customer PO # Price Quote

Proposed To

Alex Estrada
Splash in the Boro
115 North Main Street
Statesboro, GA 30458

Ship To

Splash in the Boro
1388 Highway 24 East
Statesboro, GA 30461
Phone: (912) 489-9047 **Fax:** (912) 489-9047
Courier Service
BEST WAY

Order Description

BECSys7 Chemical Controller, BECSys7 Interface Single Tank Filter Interface

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
CJ BECSYS7-XS1GP1XOXPAF	BECSys7 Equipment Room Controller Gbit Ethernet VFD CP-1 Complete, Filtration Control Less Flow Cell Kit. Include pH & ORP Sensors	1	12,535.00	12,535.00

No Flowcell
PH & ORP Sensor (Included)

BECSys7 Equipment Room Controller- Gbit Ethernet-VFD-CP-1 Complete, Filtration Control Complete Interactive System capable of controlling Chemistry, Filters, Water Level, Heaters, pumps (via MCC-VFD), and monitoring of Chlorine Tank levels, Strainers and Turbidity.
Must be equipped with pertinent sensors to activate control & sensing features
Lighted Flow Cell with integrated safety flow switch & acrylic mounting plate., and CP-1 PPM sensor for direct reading of Chlorine residual
Includes BECS pH & ORP Sensors, Temp Sensor, Ethernet-based communications, with Filtration Control (standard)
Features ultra fast GBit Communications with EZ Connect, TLS encryption and 1 year on board data storage.
Open Architecture Remote Monitoring, Remote Control, and Alert Notifications via available wired Ethernet or Wireless network.
Digital flow sensor and saddle are not included, but available at an additional cost.
Factory 5-year Factory Electronics Warranty
115/230VAC, 50/60Hz, 32.25A full load (.25A controller, 32A for 9 relays – 3A x 8, 8A x 1)

CK 1100308-1PDX	BECSys7, Filter Interface for Single Tank Filter Interface with 2-solenoids	1	2,850.00	2,850.00
-----------------	---	---	----------	----------

Filter Interface for Single Tank Filter Interface with 2-solenoids

CB ISU	Installation of BECSYS7, less electric	1	900.00	900.00
--------	--	---	--------	--------

Installation and Factory Start-up of treatment equipment. Includes parts and labor for installation. Electrical work, permits (if applicable) by others. Includes final review, CES training manual, full system and maintenance training per CES Operator Training Checklist, and on-site Warranty Administration. One year warranty on all installation workmanship.

Building Department Permits are Not Included and, if specified as being provided, will be charged as an additional cost.



ESTIMATE

Splash in the Boro
Chemical Controller & Filter Interface



Order # 216114-R1
Date 10/21/22
Consultant Chris J Bornfleth
WQA Iris Murray
Fax #
Billing Terms Net 30
Customer PO # Price Quote

Proposed To

Alex Estrada
Splash in the Boro
115 North Main Street
Statesboro, GA 30458

Ship To

Splash in the Boro
1388 Highway 24 East
Statesboro, GA 30461

Phone: (912) 489-9047 Fax: (912) 489-9047
Courier Service
BEST WAY

CB FSU	Factory Site Services, Training, and Warranty Administration	1	1,350.00	1,350.00
--------	--	---	----------	----------

Factory Site Service and Operator Training, includes support services during construction, warranty registration, training per CES Operator Training Checklist, technical support, and on-site warranty administration.

Factory start up updates most factory warranty start dates from date of manufacture or shipment, as typical, to date of start up.

Installation, Electric, Permits, and Permit Fees (if applicable) by others.

CB ISU	Installation of Filter Interface, less electric	1	600.00	600.00
--------	---	---	--------	--------

Installation and Factory Start-up of treatment equipment. Includes parts and labor for installation. Electrical work, permits (if applicable) by others. Includes final review, CES training manual, full system and maintenance training per CES Operator Training Checklist, and on-site Warranty Administration. One year warranty on all installation workmanship.

Building Department Permits are Not Included and, if specified as being provided, will be charged as an additional cost.

Additional Information

Electric is not Included Freight is Estimated

Subtotal	18,235.00
Adjustment	0.00
Total	18,235.00
Shipping	0.00
Tax	0.00
Grand Total	18,235.00
Payments	0.00

Please click link below to digitally accept this proposal

[http://remote.ceswaterquality.com/fmi/webd/ces-diglsign?script=SigLink¶m=diglsign&\\$id=T1JEMJE3MzI0](http://remote.ceswaterquality.com/fmi/webd/ces-diglsign?script=SigLink¶m=diglsign&$id=T1JEMJE3MzI0)

Signature

Date

We are pleased to submit the above quotation for your consideration.

1. This estimate is valid for 30 days from the above date after which the estimate may be subject to change.
 2. Freight charges are estimates only and the actual may be different at time of shipping.
 3. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
 4. Any changes to this order must be made in writing to CES.
 5. Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES.
- THANK YOU!



REQUISITION


BULLOCH COUNTY, GEORGIA

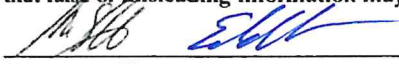
TO: PURCHASING

DATE: 10.04.22

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED: Paint for pools

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS							
				NO. 1		NO. 2		NO. 3			
				TNEMEC	EXTENSION	TNEMEC	EXTENSION	TNEMEC	EXTENSION		
250	series 161 37 bl teardrop paint 10 gallon kit			\$69.45	\$17,362.50						
20	series 161 26 bl clear sky			\$69.45	\$1,389.00						
6	series 161 26 bl clear sky			\$72.45	\$434.70						
10	thinner 5 gallon pail			\$29.05	\$290.50						
10	coarse glass			\$50.20	\$502.00						
	LESS DISCOUNTS										
	PLUS FREIGHT				\$0.00						
	TOTALS				\$19,978.70					\$0.00	\$0.00

REQUESTING DEPARTMENT Recreation / Aquatics	NOTES	AWARD TO: Tnemec
ACCOUNT CODE SPLA-19	sole source	(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE 		PURCHASE ORDER #:

revised 2-10-21			
SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11.04.22	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Recreation/Aquatics	Department Head	Eddie Canon
VENDOR INFORMATION			
Vendor Name	Tnemcc company inc.		
Street Address	123 West 23 rd Avenue		
City	North Kansas city		
State and Zip Code	MO 64116		
Phone Number	1-816-483-3400		
Fax Number	1-816-483-3401		
E-mail or Web Site Address	pmurphy@tnemcc.com		
<p>Please specifically justify why the items or services to be approved for sole source treatment:</p> <p>The only way to guarantee the product will stick to existing product is for paint to be the same</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
X	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
<p>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 DELEIVERED FOB: BULLOCH COUNTY.</p>			
<p>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.</p>			
 _____ Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: Pool Paint 12-6-22 mtg (Pool Paint - Splash)

SOUTHEASTERN RESOURCES, INC.
 INDEPENDENT REPRESENTATIVE OF TNE MEC COMPANY INCORPORATED
 1875 LOCKEWAY DRIVE., SUITE 704, ALPHARETTA, GA. 30004 TEL: 770-242-9605 FAX: 678-771-8693 WWW.TNE MEC.COM

DATE: 10-11-22
 TO: Splash in The Boro – Michael Moore
 FROM: TNE MEC
 RE: Facility Painting - Revised
 COPIES: File

PRICE SCHEDULE

Expires 12-31-22

Product	Color	Size	Price per Gallon	Extended Prices
Series 161	37BL-Teardrop	10 gallon (large kit)	\$69.45/Gallon	250 gallons = \$17,362.50
Series 161	26BL-Clear Sky	10 gallon (large kit)	\$69.45/Gallon	20 gallons = \$1,389.00
Series 161	26BL-Clear Sky	2 gallon (small kit)	\$72.45/Gallon	6 gallons = \$434.70
No. 4 Thinner	Clear	5 gallon pail	\$29.05/Gallon	10 gallons = \$290.50
Series 211-212	Coarse Glass Beads	1 gallon can	\$50.20/Gallon	10 gallons = \$502.00
Subtotal				\$19,978.70
Freight		No freight if over 100 gallon order		\$135.00
Total				\$19,978.70
All TNE MEC orders over 100 gallons ship freight free!				

1. If not clarified otherwise above, prices listed are for Regular Colors, which account for about 80% of TNE MEC standard colors. Deeptone Colors are the bright, clean colors such as Safety Colors.
2. Unless otherwise specified, prices are based on Large Kit and 5-Gallon Pail sizes. **Add \$3.00 PER GALLON for products ordered in Small Kit and 1-Gallon Can sizes.**
3. Prices are F.O.B. shipping point. **CUSTOMER FREIGHT COST IS \$135.00 on (Orders 1-99 gallons). ON ORDERS OF 100 GALLONS OR MORE, ENTIRE FREIGHT COST IS PAID BY TNE MEC. Customer is responsible for all actual freight costs for quartz and flake orders.**
4. All items for return must be pre-authorized and are subject to a minimum 15% restocking fee. Customer is responsible for all return freight costs.
5. For downloadable and printable Product Data Sheets, MSDS, application guides and more, please visit www.tnemec.com.

Attachment: Pool Paint 12-6-22 mtg (Pool Paint - Splash)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is made this ____ day of _____ 2022, by and between EAP Consultants, LLC, dba ESPYR (“Business Associate”), and _____ (the “Company”) acting for the Plan pursuant to authority conferred upon the Company pursuant to the terms of the Plan. The purpose of this Agreement is to set forth the mutual obligations of the parties regarding the protection of the privacy and security of medical information subject to the Privacy Rule and the Security Standards under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the “HITECH Act”), and the regulations promulgated thereunder (the “Regulations”). This Agreement shall supplement any existing service agreement or business arrangement between the parties (referred to as the “Service Contract”).

ARTICLE I DEFINITIONS

1.1 **“Electronic Health Record”** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.2 **“Electronic Protected Health Information”** or **“ePHI”** means Protected Health Information that is created, received, maintained or transmitted in Electronic Media by or on behalf of the Plan.

1.3 **“HHS”** means the United States Department of Health and Human Services.

1.4 **“Individual”** means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with section 164.502(g) of the Regulations.

1.5 **“Plan”** means the Health Care Components of the Bulloch County Employee Health Plan.

1.6 **“Privacy Rules”** means the Standards for Privacy of Individually Identifiable Health Information pertaining to privacy of Protected Health Information set forth in part 160 and subparts A and E of part 164 of the Regulations.

1.7 **“Protected Health Information”** (“PHI”) means any information, including genetic information, that is created or received by Business Associate from or on behalf of the Plan, whether oral or recorded in any form or medium: (a) that relates to the past, present, or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual, and (b) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI does not include individually identifiable health information in employment records held by the Company in its role as employer.

1.8 **“Secretary”** means the Secretary of HHS or any other officer or employee of HHS to whom the authority involved has been delegated.

1.9 **“Security Standards”** means the security standards set forth in part 160 and subparts A, C and D of part 164 of the Regulations, individually or collectively, as the context requires.

1.10 “**Transactions Standards**” means the Standards for Electronic Transactions set forth in parts 160 and 162 of the Regulations.

The following terms used in this Agreement shall have the same meaning as those terms in the Regulations: Breach; Data Aggregation; Designated Record Set; Disclosure; Electronic Media; Information System; Required By Law; Security Measures; Security Incident; Unsecured PHI; and Use. All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Regulations. Reference to a statute or regulation include references to any predecessor or successor thereto.

ARTICLE II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Regulations applicable to “business associates” (as defined by the Regulations), including:

2.1 Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

2.2 Business Associate shall limit all Uses, Disclosures or requests for PHI to the minimum necessary to accomplish the intended purpose of such Use, Disclosure or request consistent with the minimum necessary requirements under the Regulations and the Plan’s minimum necessary policies and procedures.

2.3 Business Associate agrees to use appropriate safeguards and comply with subpart C of part 164 of the Regulations, which includes implementation of the Security Measures, with respect to ePHI, to prevent the Use or Disclosure of the PHI other than as provided for by this Agreement. Business Associate shall secure all PHI by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.

2.4 Business Associate agrees to ensure that any subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions and requirements as apply to Business Associate with respect to such information, which shall be evidenced by entering into a contract or other arrangement with such person that complies with the Regulations.

2.5 Business Associate agrees to report to the Plan any Security Incident or Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by subpart D of part 164 of the Regulations, as soon as practicable but in no case later than five (5) calendar days of becoming so aware or determining that a Breach of Unsecured PHI has occurred, as applicable, in accordance with the notice provisions set forth in the Agreement. If such notice is provided by telephone, it shall be confirmed in writing via facsimile transmission or secured email. Business Associate shall take (a) prompt action to cure any such deficiencies as reasonably requested by Plan, and (b) any action pertaining to such Security Incident or inappropriate Use or Disclosure of PHI as is required by the Regulations and any other applicable law. Such notice shall include, to the extent possible and/or applicable, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and any information that is required to be included in the notification to the individual under 45 CFR 164.404. Business Associate shall determine, in accordance with 45 CFR

164.402, whether any acquisition, access, use or disclosure of PHI not permitted under the Regulations that occurs with respect to PHI in the possession of Business Associate or its subcontractor is a Breach of Unsecured PHI. Such determination shall be made as soon as reasonably possible following Business Associate's discovery of the impermissible acquisition, access, use or disclosure. Business Associate shall maintain documentation of such determination (regardless of whether Business Associate determines a Breach of Unsecured PHI has occurred) and shall provide such documentation to the Plan upon request. Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to the Plan in the time and manner reasonably requested by the Plan. Business Associate shall provide the Plan with any and all information regarding the Breach that the Plan requests to meet its obligations under applicable law with respect to such Breach. Business Associate shall make any required notifications under the Regulations or applicable state law with respect to such Breach and provide the Plan with a reasonable opportunity to review, comment on, and approve such notifications prior to distribution.

2.6 Business Associate agrees to provide access, at the request of the Plan, and in a time and manner mutually agreed upon by Business Associate and the Plan, to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements under section 164.524 of the Regulations.

2.7 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to section 164.526 of the Regulations at the request of the Plan or an Individual, and in the time and manner mutually agreed upon by Business Associate and the Plan.

2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, the Plan available to the Secretary, in a time and manner mutually agreed upon by Business Associate and the Plan or as designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rules.

2.9 Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with section 164.528 of the Regulations and 42 USC 17935(c).

2.10 Business Associate agrees to provide to the Plan or an Individual, in the time and manner mutually agreed upon by Business Associate and the Plan, information collected in accordance with Section 2.9 of this Agreement, to permit the Plan to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with section 164.528 of the Regulations and 42 USC 17935(c).

2.11 Business Associate shall comply with state privacy laws to the extent that such state privacy laws apply to Plan and are not preempted by HIPAA.

2.12 The Regulations provide for certain Transactions Standards for transfer of data between trading partners. To the extent applicable, Business Associate shall comply with applicable Transaction Standards in performing its services under the Service Contract.

2.13 To the extent Business Associate is to carry out one or more of the Plan's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Plan in the performance of such obligations.

**ARTICLE III
PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

3.1 Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI as necessary to perform the services set forth in the Service Contract, provided such Use or Disclosure of PHI would not violate the Regulations if done by the Plan, except for the specific uses and disclosures set forth in Sections 3.2 – 3.4 below.

3.2 Business Associate may Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

3.3 Business Associate may Use PHI to provide Data Aggregation services to the Plan as permitted by section 164.504(e)(2)(i)(B) of the Regulations;

3.4 Business Associate may Disclose PHI if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that such Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information is breached; and

3.5 Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with section 164.502(j)(1) of the Regulations.

**ARTICLE IV
OBLIGATIONS OF THE PLAN**

4.1 The Plan shall provide Business Associate with a list of persons designated by the Plan as the persons to whom it is permissible for Business Associate to Disclose PHI. The Plan shall immediately notify Business Associate of any changes in such list of designated persons.

4.2 The Plan shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

4.3 The Plan shall notify Business Associate of any restriction to the Use or Disclosure of PHI that the Plan has agreed to or is required to abide by in accordance with section 164.522 of the Regulations, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

**ARTICLE V
TERM AND TERMINATION OF THE AGREEMENT**

5.1 The Term of this Agreement shall be effective as of _____, 2022, and shall terminate on the effective date of the termination of the Service Contract, unless otherwise terminated as described in Section 5.2.

5.2 Upon the Plan's knowledge of a material breach or violation of the Agreement by Business Associate, the Plan shall either provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time period specified by the Plan, or immediately terminate this Agreement if cure is not reasonably possible.

5.3 Effect of Termination.

- (a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by the Plan, destroy all PHI received from the Plan, or created or received by Business Associate on behalf of the Plan. This provision shall also apply to PHI that is in the possession of subcontractors of Business Associate, so Business Associate shall either obtain such PHI for return to the Plan or, if agreed to by the Plan, ensure that such PHI is destroyed by the subcontractor. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, including if such PHI is necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, Business Associate shall provide to the Plan notification of the conditions that make return or destruction infeasible. Upon Business Associate's determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**ARTICLE VI
ACTS BY THE COMPANY**

Business Associate may assume that the Company acts for the Plan for purposes of this Agreement. Accordingly, communications required to be made to the Plan by Business Associate under this Agreement may be delivered to the Company; information, documents or other materials required to be provided to the Plan by Business Associate pursuant to this Agreement may be provided to the Company; and Business Associate shall accept as performance by the Plan of its obligations under this Agreement communications and acts by the Company which the Company identifies to Business Associate as communications and acts of the Plan pursuant to this Agreement.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

7.1 Neither the Plan nor the Company make any warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

7.2 To the extent allowed by law, the Plan and Business Associate hereby agree to indemnify and hold harmless each other and each such entity's employees, fiduciaries and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated

therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by the Plan's or Business Associate's breach of its obligations under this Agreement.

7.3 A reference in this Agreement to a section in the Privacy Rule, the HITECH Act or a section of the Regulations means the section as in effect or as amended, and for which compliance is required.

7.4 The Plan and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA, the HITECH Act, the Regulations and other applicable laws relating to the security or confidentiality of PHI. This Agreement may be amended by the Plan and Business Associate by the express mutual written agreement of both parties. This Agreement contains the entire business associate privacy and security agreement between the parties and supersedes all other understandings and agreements, oral or written, between the parties regarding privacy and security of PHI.

7.5 The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

7.6 Business Associate shall be excused from performance under this Agreement for any period Business Associate is prevented from performing any services pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such nonperformance shall not be grounds for termination.

7.7 Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the HIPAA, the HITECH Act and the Regulations.

7.8 This Agreement shall be governed by HIPAA, the HITECH Act and the Regulations and, where not covered by HIPAA, the HITECH Act, the Regulations or other federal law, the laws of the State of Georgia. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine. Headings and titles of sections are for general information only and this Agreement shall not be construed by reference to such titles.

7.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

7.10 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Business Associate or the Plan and their respective successors or assigns, any rights or remedies whatsoever.

7.11 The Plan and Business Associate agree that the considerations respectively afforded them pursuant to the Service Contract serve as and constitute consideration for this Agreement inasmuch as their respective rights and obligations under this Agreement are required as a result of and relate to the contractual rights and obligations established pursuant to the Service Contract.

7.12 Whenever under this Agreement one party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage prepaid, and addressed as follows:

COMPANY
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attention: County Manager

BUSINESS ASSOCIATE
Espyr
1850 Parkway Place
Suite 700
Marietta, GA 30067
Attention: Jeffrey A. Joo

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

This Agreement is executed on the date first written above and the provisions hereof shall be effective as of such date.

Company

By: _____

Title: _____

Business Associate

By: _____

Title: _____

Attachment: ESPYR Business Associate Agreement 1-1-2023 (Motion to Approve Agreements with EAP Consultants, LLC (dba Espyr) for

**Master Services Agreement
for
Bulloch County Board of Commissioners (“Company”)**

This Agreement is made by and between EAP Consultants, LLC dba ESPYR, a limited liability company organized under the laws of the state of Delaware located at 1850 Parkway Place, Suite 700, Marietta, GA 30067, (hereinafter referred to as “ESPYR”) and Bulloch County Board of Commissioners, organized and existing in the State of Georgia, having a mailing address of 115 N. Main Street, Statesboro, GA 30458 (hereinafter referred to as the “Company”).

WHEREAS, ESPYR is engaged in the business of providing employee assistance services (hereinafter referred to as the "Program") to employer groups; and

WHEREAS, ESPYR shall maintain the staff and resources necessary to fulfill requirements of this Agreement;

WHEREAS, the Company desires to retain ESPYR to provide the Company with employee assistance services (hereinafter referred to as the “Services”) for the Company’s covered Employees (as defined below) and their dependents as defined below.

WHEREAS, the effective date for the commencement date of services will be January 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the value and receipt of which is acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I.
PRICING AND PAYMENT**

- 1.1 The Company shall pay ESPYR for Services at the price(s) set forth on Appendix 1.
- 1.2 On or before the fifteenth (15th) day of the agreed upon billing cycle Company shall provide a completed Espyr Billing and Eligibility File, listing all current eligible covered employees that are entitled to the provided Services. The Espyr Billing and Eligibility File shall be submitted electronically.
- 1.3 Based upon the Billing and Eligibility File provided pursuant to Article 1.2, above, ESPYR shall calculate an invoice for the subsequent billing period. Espyr sends an invoice on the 1st day of the month for services rendered in that month and the term is net 30 days. ESPYR reserves the right to charge Company a late fee of 1.5% per month applied against overdue amounts, or the maximum rate permitted by law, whichever is less. Late fees will be recalculated every 30 days thereafter, based on Company’s current outstanding balance.
- 1.4 ESPYR's invoices will be based on the number of Covered Employees on the Billing and Eligibility File provided to ESPYR by Company in accordance with Section 1.2.

**ARTICLE II.
THE PROGRAM**

- 2.1 ESPYR agrees to provide Company with an employee assistance program (EAP) for its covered Employees and their dependents. Dependents are defined as spouses, domestic partners, as well as children up to the age of 26 who are eligible to be on a parent’s health insurance plan. The Services shall include those set forth on Appendix 2.
- 2.2 The Company may elect to include as covered employees, COBRA employees or other employees whose employment has been terminated by identifying such employees in a separate employee Billing and Eligibility File. Coverage for such employees will end when the company Billing and Eligibility File no longer contains their names, or dates, or on the date so indicated by the Company on the respective Billing and Eligibility File.
- 2.3 ESPYR may withhold all of the Services described on Appendix 2, if any compensation due to ESPYR by Company has not been received by ESPYR in accordance with the terms set forth in Article VI, below.

**ARTICLE III.
CONFIDENTIALITY OF INFORMATION**

- 3.1. ESPYR agrees to protect and maintain the confidentiality of all personal information of, and the identity of, Covered Employees and their Dependents seeking assistance through the Services in accordance with all Federal and State laws and regulations.
- 3.2. To the extent allowed by law, and specifically with reference to Georgia’s Open Records Act codified at O.C.G.A. § 50-18-70 et seq., each party also agrees to maintain the secrecy of the other’s Confidential Information. Confidential Information shall mean all information, documents, software, present and future products and policies disclosed by either party to the other during the term of this Agreement, which are required to be confidential under any applicable law or regulation or by agreement of the parties, or which are treated by the party as Confidential (whether or not such information is marked “Confidential”), together with any analysis or other documents prepared by either party. Confidential Information shall not include; a) information which is readily available in the public domain, or b) information that has been made available by third parties who are not bound by any obligation of confidentiality. The parties acknowledge and agree that the Confidential Information is proprietary to, and a valuable trade secret of, the disclosing party, and that any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party.
- 3.3 In addition, the parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, contemporaneously with the execution of this Agreement, the parties have entered into the Business Associate Agreement (“BAA”) pertaining to Protected Health Information (“PHI”) in the form attached as Exhibit B. The parties agree to comply with all aspects of the BAA. The term of the BAA shall be the same as the term of this Agreement.

**ARTICLE IV.
INDEMNIFICATION**

- 4.1. To the extent allowed by law, the Company agrees to indemnify, defend and hold harmless ESPYR, its officers, agents and employees from any claims, damages and actions of any kind or nature that may be brought against ESPYR whether at law or in equity arising from or caused by any acts or omissions of the Company including, without limitation, claims resulting from ESPYR's withholding of the Services as a result of Company's failure to pay for same in violation of Article 2.3, above.
- 4.2. ESPYR agrees to indemnify, defend and hold harmless the Company, its officers, agents and employees from any claims, damages and actions of any kind or nature that may be brought against the Company whether at law or in equity arising from or caused by any acts or omissions directly related to the services provided by ESPYR under this Agreement.

**ARTICLE V.
RELATIONSHIP**

- 5.1. ESPYR will always be an independent contractor, and not an employee or agent, of Company in connection with the performance of the Services. ESPYR will (i) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Company and (ii) will retain full control over the manner in which it performs the Services. This Agreement and the transactions entered into pursuant hereto shall not be construed to create a partnership, joint venture or employment relationship between ESPYR and the Company and the parties agree that they are not in any way authorized to make any contract, agreement, warranty, or representation on behalf of the other party or to create any obligation express or implied on behalf of the other party.

**ARTICLE VI.
TERMS**

- 6.1 The term of the Agreement shall commence on January 1, 2023 (the Effective Date) and shall continue until December 31, 2023, at which time it shall automatically renew for additional one year successive terms unless either party shall terminate the Agreement by providing the other party with a written notice of termination at least ninety (90) days prior to the end of the then current term of the Agreement. Notwithstanding the foregoing, in the event of a breach of this Agreement by Company for nonpayment of any amounts due hereunder, ESPYR shall have the right to terminate this Agreement upon ten (10) days prior written notice, should Company not cure its breach by bringing its account current within that 10-day period.
- 6.2 In addition to the foregoing, either party may terminate this Agreement for material breach on 30 days written notice. The notice shall describe the breach with particularity and, should the party receiving the notice not cure the material breach within that 30-day period, then this Agreement shall be deemed terminated at the end of that 30-day period.

- 6.3 Any notice required under this Agreement shall be provided to the other party at the address stated herein above, shall be provided by overnight delivery service and shall be deemed received on the day after deposit with the overnight delivery service.

**ARTICLE VII.
LIMITED WARRANTY/LIMITATION OF LIABILITY**

- 7.1 **ESPYR WARRANTS THAT THE SERVICES SHALL COMPLY IN ALL MATERIAL RESPECTS WITH ANY SPECIFICATIONS AND OTHER REQUIREMENTS SET FORTH IN THE DESCRIPTION OF SERVICES. ESPYR SHALL USE REASONABLE EFFORTS TO CORRECT ANY SERVICES THAT DO NOT COMPLY WITH THE FOREGOING WARRANTY; PROVIDED THAT CUSTOMER NOTIFIES ESPYR OF SUCH NONCOMPLIANCE WITHIN THIRTY (30) DAYS AFTER PERFORMANCE OF SUCH SERVICES.**
- 7.2 **THE WARRANTY AND REMEDY FOR SERVICES SET FORTH IN SECTION 7.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN SECTION 7.1, ESPYR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).**
- 7.3 **ESPYR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ESPYR SHALL NOT HAVE LIABILITY FOR THE FOLLOWING: (I) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (II) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR (III) BUSINESS INTERRUPTION OR DOWNTIME. IN ADDITION, ESPYR DISCLAIMS ALL LIABILITY RESULTING FROM ERRORS IN ANY INFORMATION PROVIDED BY CUSTOMER. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER FOR COMMERCIAL OR PERSONAL INJURY, AND WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7.3 SHALL NOT APPLY TO ESPYR'S INDEMNITY OBLIGATIONS IN SECTION 4.2.**
- 7.4 **NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT ESPYR'S LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NEVERTHELESS, UNLESS OTHERWISE NOTED, ESPYR'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**ARTICLE VIII.
MISCELLANEOUS PROVISIONS**

- 8.1. No assignment of this Agreement or any rights hereunder shall be binding on either party hereto without the prior written consent of the other party hereto.
- 8.2. ESPYR shall maintain at all times professional liability insurance with coverage amounts for each occurrence at \$1,000,000 and an aggregate limit of \$3,000,000.
- 8.3. The waiver by a party hereto of any duty detailed herein, or breach of any covenant given herein, shall not operate as or be construed as a continuing waiver or a waiver of any subsequent breach or duty, and shall not estop a party from asserting or exercising any rights respecting any continuing, other, or subsequent duty or breach.
- 8.4. This Agreement may be modified, supplemented, amended or revised only in writing by the mutual agreement of all parties hereto.
- 8.5. This Agreement supersedes all previous Agreements and understandings, written or oral, between the parties as to the subject matter hereof.
- 8.6. All provisions, paragraphs, sentences, phrases, words and numerals in this Agreement shall be deemed severable, and if any provision, paragraph, sentence, clause, word or numeral, or the application thereof may be invalidated, such invalidity shall not affect the validity of the remainder of this Agreement, and the application of such provision, paragraph, sentence, clause, words or numeral in any other circumstances shall not be affected thereby.
- 8.7. This Agreement, and any and all claims relating to or concerning this Agreement, shall be governed by the laws of the State of Georgia.
- 8.8. All disputes arising under or involving this Agreement or the parties hereto shall be subject to resolution exclusively in the Superior Court of Bulloch County, Georgia, the State Court of Bulloch County, Georgia, or the United States Federal District Court for the Southern District of Georgia, and both parties to this Agreement hereby consent to the personal jurisdiction and venue of said courts.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes all prior or contemporaneous agreements and understandings with respect thereto, whether written or oral, and cannot be modified or amended except by a written instrument signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

EAP CONSULTANTS, LLC DBA ESPYR

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: ESPYR Master Services Agreement 1-1-2023 (Motion to Approve Agreements with EAP Consultants, LLC (dba Espyr) for Employee

APPENDIX 1

PRICING

The Company shall pay ESPYR a fee per Covered Employee per month in the amount of \$1.30. Currently Company estimates that it will have approximately 425 Covered Employees. Fees shall remain fixed through December 31, 2025, after which ESPYR may update pricing once per year upon 120 days prior written notice to Company. In addition, Company agrees to pay any sales, excise or other such tax levied on its payments.

APPENDIX 2

THE SERVICES

The Services shall include the following services for Covered Employees, their eligible Dependents and the Organization:

a. Assessment, Referral or Problem-Solving Counseling Services

- 24 hours per day, 7 days per week toll-free telephonic access to ESPYR’s behavioral health clinicians, who provide Covered Employees and Dependents with in-the-moment assessment, support and guidance to address a range of personal and work-related concerns that may affect employee well-being and job performance.
- When deemed appropriate by an ESPYR clinician, a Covered Employee or Dependent may be referred to a local ESPYR network provider for assessment, short term counseling, referral and follow-up services. Counseling is available in-person as well as by telephone and online video conference.
- Covered Employees and each of their Dependents are eligible for up to **three (3)** EAP counseling visits per unique issue per year. When a Covered Employee or Dependent’s presenting issue is determined to be outside the scope of the EAP or is not likely to be resolved within the short-term EAP counseling model, the ESPYR clinician or network provider will coordinate referrals to appropriate resources through the health insurance plan or community-based services.
- Multilingual telephonic interpreter services available in 140 languages.

b. Services for Company Management

- Unlimited telephonic consultations to supervisors and managers concerning Employees.
- When a Covered Employee is referred by management for certain job-related problems, monitoring of that person’s progress in the EAP and of all treatment for up to two years by maintaining contact with the Covered Employee, treatment providers, and the employer, if appropriate and with the Employee’s signed written consent.
- Unlimited telephonic consultations regarding organizational issues, including sexual harassment, drug-free workplace, downsizing, conflict resolution, and workplace violence, job performance, attendance and/or conduct problems.
- Unlimited telephonic consultations and electronic educational materials in support of traumatic workplace events.
- Up to **two (2)** hours per year of onsite trauma debriefings for critical incidents. Additional hours of onsite response available at \$400 per hour.

c. Work/Life Services

- Consultation, information, resources and referrals for personal and family needs such as: childcare, eldercare, adoption, academic, pet services, special needs, and concierge/daily living. Legal consultation provided by attorneys, and simple wills prepared at no cost. A 25% discount off attorneys' hourly rate for other legal services rendered beyond the scope of the initial consultation is available.
- Financial consultation by experts regarding debt matters, investment options, money management and retirement planning.

d. Web-Based Services

- Includes self-assessments and interactive tools, videos, articles, forms, calculators, and expert information on topics such as health, emotional wellbeing, relationships, personal finances, identity theft, legal, and personal/professional growth.
- Monthly webinars as well as interactive training courses related to such topics as supervision, leadership, communications, human resources, team building, business management and personal growth.

e. Employee Education and Training

- Web-based Employee orientation and supervisory training is available at ESPYR's website.
- Up to **two (2)** hours per year of onsite training for Employee orientations, representation at Benefit or Health and Wellbeing Fairs in the workplace, supervisory training, drug-free workplace or work/life seminars is included. Additional training is available for an additional charge of \$350 per hour including travel time and reasonable out-of-pocket expenses. A late cancellation (defined as a customer cancellation occurring within 72 hours of a confirmed EAP presentation or training) will incur a charge of \$450 for a one-hour training event and proportional and additional fees for cancellation of a multi-hour training event.
- Electronic promotional materials which will consist of some of the following; EAP brochures, wallet cards, posters, newsletters and flyers. Additional costs will be incurred for hardcopies.

****Exclusions to the above***

- Employees whose employment has terminated (and their Dependents) are not eligible for services. The only exception can be found in Section 2.2.
- Eligible Parents or Guardians seeking assessment, counseling and referral services for pre-school age children may be served as clients for assistance with parenting issues, but pre-school age children are not eligible for services.
- Psychological evaluations, medication therapy, court-ordered assessments, therapy or counseling, or other Court-related reports, letters or testimony, child custody or guardianship

evaluations, fitness-for-duty evaluations, substance use treatment services, and other behavioral health treatment services are not covered.

- ESPYR expressly will not offer assistance and/or legal guidance, to Employees or Dependents, with labor law or employment related issues.

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND
THE STATE COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 1st day of January, 2023, by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County") and the **STATE COURT OF BULLOCH COUNTY** (hereinafter the "Court").

WITNESSETH:

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-101, the Court authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the Court and in accordance with Georgia law, the County established a probation system as a department of the County's government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, obligations, and promises contained herein, the parties hereto agree as follows:

1. The County's Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County's Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Misdemeanor Probation Oversight Unit of the Georgia Department of Community Supervision (hereinafter "MPOU").
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 of MPOU; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. Pursuant to Rule 105-2-.10 of MPOU, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and MPOU policy.

Attachment: State Court Probation Agreement (State Court Probation Agreement)

5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by MPOU, in accordance with Rule 105-2-.12 of MPOU.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. Case loads shall not under any circumstances exceed 300 cases per probation officer.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. When pay-only probation is imposed, pursuant to O.C.G.A. § 42-8-103 the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer shall submit an order to the Court terminating the probated sentence within 30 days of fulfillment of such conditions.
9. In any case in which the Court sentences an offender to pay restitution and a fine, if the Court permits the offender to pay such restitution and fine in other than a lump sum, pursuant to O.C.G.A. § 17-14-8 the probation officer receiving such partial payments shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. The probation officer receiving partial payments for restitution shall pay the restitution amount to the victim as provided in the restitution order no later than the last day of each month, provided that the amount exceeds \$100.00. If the amount does not exceed \$100.00, the probation officer may allow the amount of restitution to accumulate until such time as it exceeds \$100.00 or until the end of the next calendar quarter, whichever occurs first.
10. When a defendant is serving consecutive misdemeanor sentences, pursuant to O.C.G.A. § 42-8-103.1 his or her probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all Court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the Court to determine if the probation officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If the

probation officer recommends early termination, he or she shall immediately submit an order to the Court to effectuate such purpose.

11. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.

12. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.

13. The County's Probation Department shall provide quarterly probation activity reports to the Court and MPOU in accordance with Rule 105-2-.13 of MPOU.

14. The County's Probation Department shall keep appropriate records in accordance with Rule 105-2-.14 of MPOU.

15. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

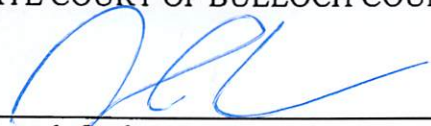
16. This Agreement shall be for a term of five years, commencing on January 1, 2023 and ending on December 31, 2027.

17. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

STATE COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: 
Joseph Cushner
Judge, State Court of Bulloch County

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

Attachment: State Court Probation Agreement (State Court Probation Agreement)

**EXHIBIT "A"
FEE SCHEDULE**

Intensive Supervision	\$39/month
Supervised Probation	\$39/month
Unsupervised Probation	\$39/month
Georgia Crime Victims Emergency Fund	\$9/month

Attachment: State Court Probation Agreement (State Court Probation Agreement)

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND THE
MAYOR AND COUNCIL OF THE CITY OF PORTAL, GEORGIA**

This Agreement for probation services is entered into this 1st day of January, 2023, by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County") and the **MAYOR AND COUNCIL OF THE CITY OF PORTAL, GEORGIA** (hereinafter the "City").

WITNESSETH:

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-101, the Court authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the Court and in accordance with Georgia law, the County established a probation system as a department of the County's government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, obligations, and promises contained herein, the parties hereto agree as follows:

1. The County's Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County's Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Misdemeanor Probation Oversight Unit of the Georgia Department of Community Supervision (hereinafter "MPOU").
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 of MPOU; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. Pursuant to Rule 105-2-.10 of MPOU, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and MPOU policy.

5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by MPOU, in accordance with Rule 105-2-.12 of MPOU.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. Case loads shall not under any circumstances exceed 300 cases per probation officer.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. When pay-only probation is imposed, pursuant to O.C.G.A. § 42-8-103 the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer shall submit an order to the Court terminating the probated sentence within 30 days of fulfillment of such conditions.
9. In any case in which the Court sentences an offender to pay restitution and a fine, if the Court permits the offender to pay such restitution and fine in other than a lump sum, pursuant to O.C.G.A. § 17-14-8 the probation officer receiving such partial payments shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. The probation officer receiving partial payments for restitution shall pay the restitution amount to the victim as provided in the restitution order no later than the last day of each month, provided that the amount exceeds \$100.00. If the amount does not exceed \$100.00, the probation officer may allow the amount of restitution to accumulate until such time as it exceeds \$100.00 or until the end of the next calendar quarter, whichever occurs first.
10. When a defendant is serving consecutive misdemeanor sentences, pursuant to O.C.G.A. § 42-8-103.1 his or her probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all Court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the Court to determine if the probation officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If the

probation officer recommends early termination, he or she shall immediately submit an order to the Court to effectuate such purpose.

11. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.

12. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.

13. The County's Probation Department shall provide quarterly probation activity reports to the Court and MPOU in accordance with Rule 105-2-.13 of MPOU.

14. The County's Probation Department shall keep appropriate records in accordance with Rule 105-2-.14 of MPOU.

15. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

16. This Agreement shall be for a term of five years, commencing on January 1, 2023 and ending on December 31, 2027.

17. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

MAYOR AND COUNCIL OF THE CITY OF PORTAL, GEORGIA

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: Billy R Boggs
Billy Ray Boggs, Mayor

By: _____
Roy Thompson, Chairman

Attest: John Michael Arrieta
John Michael Arrieta, Clerk

Attest: _____
Olympia Gaines, Clerk

APPROVED BY: April Stafford
April Stafford
Judge, Municipal Court of Portal, Georgia

Attachment: Portal Probation Agreement (Portal Probation Agreement)

**EXHIBIT "A"
FEE SCHEDULE**

Intensive Supervision	\$39/month
Supervised Probation	\$39/month
Unsupervised Probation	\$39/month
Georgia Crime Victims Emergency Fund	\$9/month

Attachment: Portal Probation Agreement (Portal Probation Agreement)

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND
THE SUPERIOR COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 1st day of January, 2023, by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County") and the **SUPERIOR COURT OF BULLOCH COUNTY** (hereinafter the "Court").

WITNESSETH:

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-101, the Court authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the Court and in accordance with Georgia law, the County established a probation system as a department of the County's government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, obligations, and promises contained herein, the parties hereto agree as follows:

1. The County's Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County's Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Misdemeanor Probation Oversight Unit of the Georgia Department of Community Supervision (hereinafter "MPOU").
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 of MPOU; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. Pursuant to Rule 105-2-.10 of MPOU, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and MPOU policy.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by MPOU, in accordance with Rule 105-2-.12 of MPOU.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of

supervision and monitoring determined necessary for the type of supervision ordered by the Court. Case loads shall not under any circumstances exceed 300 cases per probation officer.

7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.

8. When pay-only probation is imposed, pursuant to O.C.G.A. § 42-8-103 the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer shall submit an order to the Court terminating the probated sentence within 30 days of fulfillment of such conditions.

9. In any case in which the Court sentences an offender to pay restitution and a fine, if the Court permits the offender to pay such restitution and fine in other than a lump sum, pursuant to O.C.G.A. § 17-14-8 the probation officer receiving such partial payments shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. The probation officer receiving partial payments for restitution shall pay the restitution amount to the victim as provided in the restitution order no later than the last day of each month, provided that the amount exceeds \$100.00. If the amount does not exceed \$100.00, the probation officer may allow the amount of restitution to accumulate until such time as it exceeds \$100.00 or until the end of the next calendar quarter, whichever occurs first.

10. When a defendant is serving consecutive misdemeanor sentences, pursuant to O.C.G.A. § 42-8-103.1 his or her probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all Court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the Court to determine if the probation officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If the probation officer recommends early termination, he or she shall immediately submit an order to the Court to effectuate such purpose.

11. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.

12. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.

13. The County's Probation Department shall provide quarterly probation activity reports to the Court and MPOU in accordance with Rule 105-2-.13 of MPOU.

14. The County's Probation Department shall keep appropriate records in accordance with Rule 105-2-.14 of MPOU.

15. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.


16. This Agreement shall be for a term of five years, commencing on January 1, 2023 and ending on December 31, 2027.

17. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SUPERIOR COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: 
F. Gates Peed
Chief Judge, Superior Court of Bulloch County

By: _____
Roy Thompson, Chairman

By: 
Lovett Bennett, Jr.
Judge, Superior Court of Bulloch County

Attest: _____
Olympia Gaines, Clerk

By: 
Michael T. Muldrew
Judge, Superior Court of Bulloch County

By: 
Ronald K. Thompson
Judge, Superior Court of Bulloch County

Attachment: Superior Court Probation Agreement (Superior Court Probation Agreement)

EXHIBIT "A"
FEE SCHEDULE

Intensive Supervision	\$39/month
Supervised Probation	\$39/month
Unsupervised Probation	\$39/month
Georgia Crime Victims Emergency Fund	\$9/month

Attachment: Superior Court Probation Agreement (Superior Court Probation Agreement)



HAWKC-2

9.20.a

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lee, Hill & Johnston Insurors 212 Savannah Avenue Statesboro, GA 30458-4935 Russell Jordan Taulbee	912-764-9896 CONTACT NAME: Russell Jordan Taulbee PHONE (A/C, No, Ext): 912-764-9896 E-MAIL ADDRESS: russ@lhjins.com FAX (A/C, No): 912-764-8980														
INSURED Hawk Construction LLC 742 Metts Road Statesboro, GA 30461	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Frankenmuth Mutual Insurance</td> <td>13986</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Frankenmuth Mutual Insurance	13986	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Frankenmuth Mutual Insurance	13986														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6639286	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		6639285	09/26/2022	09/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6639286	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N / A If yes, describe under DESCRIPTION OF OPERATIONS below		6639284	09/26/2022	09/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Fltr		6639286	09/26/2022	09/26/2023	Limit/Ded 30000 / 50000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid: Addition to Portal Fire Station located at 26750 Hwy 80 West, Portal, GA 30450

SEE NOTES ON NEXT PAGE

CERTIFICATE HOLDER BULLOCH Bulloch County Board of Commissioners 115 N Main St Statesboro, GA 30458	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Attachment: Hawk bid only one (Portal fire station addition)

NOTEPAD:

HOLDER CODE **BULLOCH**
INSURED'S NAME **Hawk Construction LLC**

HAWKC-2
OP ID: MB

PAGE 2
Date **11/10/2022**

GL: Additional Insured applies as indicated above per Blanket AI
Endorsement # 18202 when required by written contract.
Waiver of Subrogation applies as indicated above per Blanket WOS
Endorsement # 95187 when required by written contract.

Attachment: Hawk bid only one (Portal fire station addition)

BID FORM

Portal Fire Station Addition Construction

- 1. Bid Price for Material Cost: \$ 97,650.00
- Bid Price for Labor Cost: \$ 38,910.00
- Shipping Cost (if any): \$ Ø
- Grand Total for Complete Job: \$ 136,560.00

GRAND TOTAL IN WORDS: One hundred thirty six thousand
five hundred sixty dollars

- 2. Does your bid comply with our specifications? (If answer is no, use exceptions to specifications form.)

Yes No

- 3. Estimated number of days needed before actual work begins? 60 Days

- 4. Estimated number of days needed to complete project? 120 Day

Company Name: Hawk Construction LLC

Company Address: 742 Alatta Rd Statesboro GA 30461

Signature of Representative: [Signature]

Printed Name of Representative: Zach Hawk

Title: Owner

Telephone Number: 912-587-5890 Fax Number: _____

E-mail Address: ZACH@Hawkconstructionllc.com

Date: 9/10/2022

Attachment: Hawk bid only one (Portal fire station addition)

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF: GA

COUNTY OF: Bulloch

Owner, Partner or Officer of Firm:

Zach Hawk

Company Name, Address, County and State:

Hawk Construction LLC
742 Motts Rd Statesboro GA 30961

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME Hawk Construction LLC

SIGNATURE [Signature]

TITLE Owner

Subscribed and sworn to before me this 10th day of November 2022.

NOTARY PUBLIC Lily Howard



Attachment: Hawk bid only one (Portal fire station addition)

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to November 10, 2022 @ 3:00pm, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

Bidder:

Zach Hawk _____ [Signature] _____
Name Title

Hawk Construction LLC _____
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 10th day of November 2022.

NOTARY PUBLIC Lily Howard _____



Attachment: Hawk bid only one (Portal fire station addition)

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions about e-verify.

821970
EEV/Basic Pilot Program* E-verify Company ID#

11/10/2022
Date of Authorization

HAWK CONSTRUCTION LLC
Company Name

By: Zach Hawk
Authorized Officer or Agent (Contractor Name)

11/10/2022
Date

Owner
Title of Authorized Officer or Agent of Contractor

Zach Hawk
Printed Name of Authorized Officer or Agent

Portal Fire Station Addition Construction
Name of Project

Bulloch County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 10th DAY OF November, 2022

Lily Howard
Notary Public

My Commission Expires:
JUNE 08 2025



* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Attachment: Hawk bid only one (Portal fire station addition)



BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458

INVITATION FOR BID
ADDITION TO PORTAL FIRE STATION

The Bulloch County Board of Commissioners (herein after referred to as the "County") is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Provide labor and materials for the addition to the Portal Fire Station located at 26750 HWY 80 West, Portal GA 30450.

Addendum #1

Questions asked at the mandatory pre-bid meeting.

Question 1: Are the two allowances for electrical lighting and sewer line/hookup/septic tank work that the County has someone lined up for?

Answer: The two allowances will be removed. Contractor is to give bid for all work noted.

Question 2: Will the contractor be responsible for existing water line relocation, existing electrical service, existing phone line relocation, existing propane tank relocation, existing AC unit relocation, and septic system update?

Answer: The County will be responsible for all of these items. They are not to be included in the bid submission.

The following will change the original bid.

Page 8 – Under Electrical, **Remove** – Electrical Lighting Allowance \$4,000.00

Page 8 – Under Plumbing, **Remove** - \$5,000.00 Sewer Line/Hook Up/ Septic Tank Allowance

Signature _____ Date 11/10/2012
Name of Company: Hawk Construction LLC

A copy of this addendum must be signed and returned in the submitted bid package. Failure to include the signed addendum will cause the submitted bid not to be considered for this project.

Attachment: Hawk bid only one (Portal fire station addition)



Judicial Council of Georgia

Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

November 7, 2022

The Honorable Gates Peed
Chief Judge
Ogeechee Judicial Circuit
20 Siebald Street
Statesboro, Georgia 30458

Re: The Judicial Council of Georgia American Rescue Plan Act Funding Award-CY23

Dear Chief Judge Peed:

On behalf of the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act (ARPA Committee), I am pleased to inform you that the Ogeechee Judicial Circuit has been awarded \$ 1,418,082 for CY23. This grant period is January 1, 2023-December 31, 2023. The grant award is effective January 1, 2023.

Attached are the CY23 Grant Agreement, CY23 Approved Budget, and CY23 Grant Award Conditions and Restrictions, outlining the responsibilities and expectations of both parties. Please review and sign the Grant Agreement and return it within **ten days** of receipt. Upon acceptance of the award indicated by returning the signed agreement, the circuit will receive a grant reimbursement packet containing forms needed for the reimbursement process. The agreement with the *original* signature may be mailed or emailed to:

Kari Kitchens
Administrative Office of the Courts
244 Washington Street SW ▫ Suite 300 ▫ Atlanta, GA 30334
kari.kitchens@georgiacourts.gov and ARPA@georgiacourts.gov

Should there be any discrepancies in the attached award or approved budget, please notify me immediately to resolve the issue.

Thank you for your service to the State of Georgia and the Judiciary. We recognize and appreciate the significant effort exerted in clearing your circuit's backlog of cases and wish you continued success in the upcoming year.

Sincerely,

Regina Hailey
ARPA Grants Manager

Attachments: CY23 Grant Award Agreement
CY23 Grant Award Approved Budget
CY23 Grant Award Conditions and Restrictions

cc: Peyton Fuller via email to pfuller@bullochcounty.net
Kristie King via email to kking@bullochcounty.net
Richard Denney via email to richard.denney@firstjudicialdistrict.org



Judicial Council of Georgia

Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

Judicial Council of Georgia American Rescue Plan Act Grant Funding Calendar Year 2023 Grant Agreement

Award Name: 2023_ARPA_3Y020	
Recipient Name: OGEECHEE JUDICIAL CIRCUIT	
Award Amount: \$1,418,082	CFDA: 21.027
Grant Period: January 1, 2023 – December 31, 2023	Award Effective: January 1, 2023

With the acceptance of this award, you agree to administer this grant in compliance with your approved application, the grant budget, and the conditions and restrictions set forth in the grant package. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request for reimbursement of federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Grantee Responsibilities:

Submit monthly reimbursement requests via email to the Administrative Office of the Courts to Kari.Kitchens@georgiacourts.gov and ARPA@georgiacourts.gov, by the 15th of each month. The monthly requests are to include invoice copies, payroll reports/time sheets, receipts, and, in some cases, check copies, general ledger reports, and additional documentation as requested for the prior month's expenditures.

AOC Responsibilities:

The AOC will review expense documentation for accuracy and completeness and submit the monthly requests for reimbursements to the Governor's Office of Planning and Budget (OPB). Upon reimbursement from OPB, the AOC will remit reimbursements to the grantees.

Acceptance of Terms and Conditions

Signature and Title:

Date:

**JUDICIAL COUNCIL OF GEORGIA
AMERICAN RESCUE PLAN ACT GRANT AWARD
CONDITIONS AND RESTRICTIONS**

Judicial Circuit Name: Ogeechee

Award Date: November 7, 2022

Section 1. Conditions

All the following conditions apply to the enclosed grant award:

- (a) Grant recipients shall comply with the conditions and restrictions in this attachment.
- (b) Grant recipients shall comply with all procedures and instructions detailed in the current [Overview and Instructions](#) and [Judicial Branch ARPA FAQs](#) (also posted under Quick Links at <https://jcaoc.georgiacourts.gov/arpa/>).
- (c) The ARPA grants awarded by the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) on November 7, 2022, were awarded for eligible expenses beginning on January 1, 2023, through the balance of the 2023 calendar year only. Funding in future calendar years is not guaranteed and is subject to application and the approval of the ARPA Committee in future award cycles.
- (d) Any portion of this award that is not expended in the 2023 calendar year shall revert back to the ARPA Committee on January 1, 2024. The ARPA Committee may award funds that revert back to the Committee to any and all applicants in a subsequent grant cycle.
- (e) Grant recipients shall not submit a reimbursement request for any ineligible expenditure listed in Section 2 (b) of this attachment.
- (f) If awarded funds for court-based mental health diversion services, recipient shall: (1) report the amount of the funds allocated to evidence-based interventions; and (2) indicate whether activities are primarily serving a disproportionately impacted community (both for U.S. Treasury reporting purposes). See Treasury’s [Compliance and Reporting Guidance](#), “Use of Evidence” and “Project Demographic Distribution” sections, pp. 20-21; 33; 37; 42 for details. Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.
- (g) If awarded funds for court-based substance use diversion services, recipient shall: (1) report the amount of the funds allocated to evidence-based interventions; and (2) indicate whether activities are primarily serving a disproportionately impacted community (both for U.S. Treasury reporting purposes). See Treasury’s [Compliance and Reporting Guidance](#), “Use of Evidence” and “Project Demographic Distribution” sections, pp. 20-21; 33; 37; 42 for details. Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.
- (h) If awarded funds for court-based eviction prevention and diversion services, recipient shall: (1) report the amount of the funds allocated to evidence-based interventions; and (2) indicate whether activities are primarily serving a disproportionately impacted community (both for U.S. Treasury reporting purposes). See Treasury’s [Compliance and Reporting Guidance](#), “Use of Evidence” and “Project Demographic Distribution” sections, pp. 20-21; 33; 37; 42 for details. Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.

- (i) The enclosed grant award is subject to the following specific conditions: Application approved as submitted on September 28, 2022.

Section 2. Restrictions

(a) Federally Eligible Uses Currently Authorized by the ARPA Committee and the Executive Branch

Only the following federally eligible ARPA expenditure categories (ECs) **are** currently authorized by the ARPA Committee and the Executive Branch:

(1) *Personnel*. Payroll costs for personnel responding to court case backlogs with a primary focus on serious violent felonies; backfilling positions requiring less experience to reassign more experienced staff to expedite the disposition of serious violent felony cases; or personnel administering the ARPA grant. **As used in this expenditure category only, “primary focus on serious violent felonies” means more than 50 percent of total personnel costs awarded in each calendar year is dedicated to responding to serious violent felonies,** as defined in OCGA § 17-10-6.1 (a).

(2) *Court-based Eviction, Mental Health, or Substance Use Diversion*. Payroll costs for personnel performing court-based eviction, mental health, or substance use diversion services only if: (i) such services respond to case backlogs; and (ii) a subrecipient provides a numerical estimate to the AOC demonstrating that such services will conserve staff time and resources to respond to backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). *As used in these expenditure categories, “numerical” means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge’s caseload, or some other numerical measurement.*

(3) *Other Program Costs*. Reasonable and necessary costs to support a response to court case backlogs with a primary focus on cases involving serious violent felonies or to perform ARPA grant administration, as follows:

- (i) The purchase of necessary supplies and materials used by personnel funded by the ARPA grant;
- (ii) The purchase or rental of equipment used by personnel funded by the ARPA grant, including any reasonable and required license, basic operating software, or service needed to use such equipment;
- (iii) Travel costs of personnel and contractors funded by the ARPA grant traveling between counties in multi-county judicial circuits that are necessary to address the backlog in court cases with a primary focus on cases involving serious violent felonies;
- (iv) Rental of temporary space for personnel funded by the ARPA grant;
- (v) Printing, publication, media, or postage costs;
- (vi) Jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic;
- (vii) Jury sequestration costs if necessary for jurors in serious violent felony cases;
- (viii) Continuing legal education and professional dues for prosecutors funded by the ARPA grant, as required by the State Bar of Georgia to maintain a law license;
- (ix) Mandatory continuing judicial education for judges funded by the ARPA grant, as required by the Institute of Continuing Judicial Education and uniform court rules;
- (x) Contracts for professional services or per diem to respond to court case backlogs, including services provided by interpreters, senior judges, state paid county reimbursed (SPCR) prosecutors, and court reporters; or to perform grant administration;

- (xi) Mandatory training for victim assistance coordinators and victims' advocates funded by the ARPA grant, as required by law and the Prosecuting Attorneys' Council;
- (xii) Mandatory training for district attorney investigators funded by the ARPA grant, as required by law and the Peace Officer Standards and Training Council; and
- (xiii) Other program costs necessary to address a court backlog caused or exacerbated by the COVID-19 pandemic with a primary focus on cases involving serious violent felonies may be approved by OPB at its sole discretion following a written request for approval by AOC prior to AOC's approval of said costs.

(b) Federally Eligible Uses Not Currently Authorized by the ARPA Committee or the Executive Branch

All the following federally eligible ARPA expenditure categories (ECs) **are not** currently authorized by the ARPA Committee or the Executive Branch:

- (1) Professional dues, continuing education, and training for staff (unless an exception is expressly listed in Section 2 (a) of this attachment) (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,438 (Jan. 27, 2022) (Uniform Guidance (2 CFR 200 Subpart E) applies to ARPA funds); 2 CFR § 200.473 ("The cost of training and education provided for employee development is allowable")).
- (2) Case management systems and software (EC 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022) ("improvements to case management systems . . . are eligible").
- (3) ARPA grants to municipal courts (pursue ARPA funds from cities before contacting the ARPA Committee), public defenders, or conflict attorneys (see funds allocated to [GPDC](#)).
- (4) COVID-19 testing (EC 1.2; 31 CFR § 35.6 (b) (3) (i) (A)). Contact the [Georgia Emergency Management and Homeland Security Agency](#) (GEMA) for COVID-19 testing assistance.
- (5) The purchase of personal protective equipment (e.g., gloves, masks, and hand sanitizer) (EC 1.5; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for personal protective equipment.
- (6) Expenditures to prevent COVID-19 in congregate settings (e.g., plexiglass, cleaning supplies or services) (EC 1.4; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for assistance with supplies to prevent COVID-19 in congregate settings.
- (7) Payroll supplements, stipends, bonuses, "premium pay," or any other payroll payments to staff that do not correspond to actual documented payroll time spent responding to case backlogs or performing ARPA grant administration **are not authorized**. "Premium pay" is defined in 31 CFR §§ 35.3, 35.6 (c); (EC 4.1).
- (8) Long-term infrastructure (i.e., capital) investments in public facilities, such as physical plant improvements, permanent adaptations to existing public buildings, or constructing new facilities to respond to the pandemic or its negative economic impacts (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (i) (A); (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022). *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure.*
- (9) Adding or upgrading a court's broadband connection, including modernization of cybersecurity for existing or new broadband infrastructure (EC 5.19; 31 CFR § 35.6 (e) (2) (i)-(ii)).
- (10) Offsets to a reduction in government revenue due to the pandemic, which may be used to maintain existing infrastructure, build new infrastructure, or provide any government service, excluding contributions to a rainy-day fund (EC 6.1; 31 CFR § 35.6 (d); 87 Fed. Reg. 4,423-4,430 (Jan. 27, 2022)).

(11) General modernization of cybersecurity not related to broadband upgrades, including hardware, software, and protection of critical infrastructure (falls under the category of government revenue offsets) (EC 6.1; 31 CFR § 35.6 (d)). See 31 CFR § 35.6 (e) (2) (ii).

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE				For AOC Staff Only		
Submitted by: Ogeechee Judicial Circuit						
Budget Categories			Calendar Year 2023	Adjustments	Revised Total	Comments
Personnel Services	Salary	Quantity	Total			
Grant Administration and Clerical (include in application section (E) (6))						
Grants Manager - Administrator	\$ 24,545	1	\$ 24,545	\$-	\$ 24,545	
Total Grant Admin and Clerical Request	\$ 24,545	1	\$ 24,545	\$-	\$ 24,545	
Personnel Directly Responding to Case Backlog (include in application section (E) (1))						
Trial Court Administrator	\$ 192,318	1	\$ 192,318	\$-	\$ 192,318	
Legal Assistant (District Attorney)	\$ 65,820	1	\$ 65,820	\$-	\$ 65,820	
Victim Witness Advocate (District Attorney)	\$ 66,735	1	\$ 66,735	\$-	\$ 66,735	
Assistant District Attorney (District Attorney)	\$ 144,614	3	\$ 433,842	\$-	\$ 433,842	
Investigator (District Attorney)	\$ 65,525	2	\$ 131,050	\$-	\$ 131,050	
Deputy Court Clerk (Effingham)	\$ 50,001	1	\$ 50,001	\$-	\$ 50,001	
Deputy Court Clerk (Jenkins)	\$ 44,200	1	\$ 44,200	\$-	\$ 44,200	
Deputy Clerk (Screven)	\$ 43,366	1	\$ 43,366	\$-	\$ 43,366	
Senior Judge Days	\$ 641	65	\$ 41,665	\$-	\$ 41,665	
Circuit Sr. Superior Court Judge: Per Diem (10% of Per Diem)	\$ 64	65	\$ 4,160	\$-	\$ 4,160	
Screven State Court Staff Attorney: Per Hour	\$ 80	100	\$ 8,000	\$-	\$ 8,000	
Screven State Court Judge: Per Diem	\$ 500	8	\$ 4,000	\$-	\$ 4,000	
Total-Personnel Directly Responding to Case Backlog	\$ 673,864	249	\$ 1,085,157	\$-	\$ 1,085,157	
Personnel Court-Based Mental Health Diversion (include in application section (E) (2))						
	\$-		\$-	\$-	\$-	
Personnel Court-Based Mental Health Diversion (include in application section (E) (2))	\$-	0	\$-	\$-	\$-	
Personnel Court-Based Substance Use Diversion (include in application section (E) (3))						
	\$-		\$-	\$-	\$-	
Personnel Court-Based Substance Use Diversion (include in application section (E) (3))	\$-	0	\$-	\$-	\$-	
Personnel Court-Based Eviction Prevention and Diversion (include in application section (E) (4))						
<i>(List employee title)</i>			\$-	\$-	\$-	
	\$-		\$-	\$-	\$-	
Personnel Court-Based Eviction Prevention and Diversion (E) (4)	\$-	0	\$-	\$-	\$-	
Total Personnel Costs:	\$ 698,409	250	\$ 1,109,702	\$-	\$ 1,109,702	
Administrative/Indirect Costs:						
ARPA-Eligible Administrative Expenses (include in application section (E) (6))	Amount		Total			
Equipment < \$5,000 (Computers & Printers for add'l staff)	\$ 15,000	1	\$ 15,000	\$-	\$ 15,000	
Furniture	\$ 10,000	1	\$ 10,000	\$-	\$ 10,000	
Supplies and Materials	\$ 10,000	1	\$ 10,000	\$-	\$ 10,000	
Travel – Employee	\$ 1,500	1	\$ 1,500	\$-	\$ 1,500	

Attachment: Ogeechee Circuit Grant Award Packet (CY23 Judicial Council of GA ARPA Grant)

Voice/Data Communications	\$ 2,500	1	\$ 2,500	\$-	\$ 2,500
Juror Expenses	\$ 251,000	1	\$ 251,000	\$-	\$ 251,000
Education & Training	\$ 1,500	1	\$ 1,500	\$-	\$ 1,500
Postage	\$ 3,500	1	\$ 3,500	\$-	\$ 3,500
Circuit Court Reporter: Per Diem	\$ 210	50	\$ 10,500	\$-	\$ 10,500
Total ARPA-Eligible Administrative Expenses	\$ 295,210		\$ 305,500	\$-	\$ 305,500
Temporary Facilities or Workspace (include in application section (E) (5))					
Real Estate Rentals	\$ 2,880		\$ 2,880	\$-	\$ 2,880
Total Indirect/Grant Administration	\$ 2,880	\$-	\$ 2,880	\$-	\$ 2,880
Total Administrative Costs:	\$ 298,090		\$ 308,380	\$-	\$ 308,380
TOTAL OVERALL BUDGET			\$ 1,418,082	\$-	\$ 1,418,082

JC/ARPA-5 (08/20)

Attachment: Ogeechee Circuit Grant Award Packet (CY23 Judicial Council of GA ARPA Grant)

State of Georgia
County of Bulloch

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 - _____

WHEREAS, Bulloch County owns and holds good title to the vehicles, equipment, and/or other personal property listed in Exhibit "A" attached hereto (hereinafter collectively referred to as "the property"); and

WHEREAS, the Bulloch County Board of Commissioners finds that the property listed in Exhibit "A" attached hereto cannot be beneficially or advantageously used by the County under all circumstances;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners that the property listed in Exhibit "A" attached hereto is hereby declared to be unserviceable property and the County Manager or his designee is hereby authorized to sell by internet auction of said property for the most advantageous price obtainable or dispose of said property and remove from County inventory.

SO BE IT RESOLVED this 6th day of December.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

By: _____
Roy Thompson, Chairman

Attest: _____
Venus White, Clerk

Attachment: Resolution with Exhibit for 12-6-2022 (Vehicle and Equipment Surplus)

December 6, 2022

Exhibit "A"

Vehicles for Internet Auction Sale or Salvage			
Department	Description	VIN	Title
Roads	2004 Freightliner Dump Truck	1FVHC5CV95HU79546	✓
Roads	2005 Freightliner Truck	1FUJC5CV65HU79560	✓
Roads	2000 Ford 750 Dump Truck	3FDXF75H9YMA48251	✓
Roads	2004 Ford 750 Dump Truck	3FRXF75844V615168	✓
Airport	2003 Pontiac Montana	1GMDX03E03D255521	✓
BCCI	2008 Ford F150	1FTRF122X8KD02079	✓
Tax Assessor	2005 Ford F150	1FTPW12585FA36888	✓

Equipment for Internet Auction Sale or Salvage			
	2002 Challenger Tractor MT545B 4WD	Serial# L261022	
Ag Arena	Bobcat A300 Turbo	Serial# 526412038	

Attachment: Resolution with Exhibit for 12-6-2022 (Vehicle and Equipment Surplus)

**STATE OF GEORGIA
COUNTY OF BULLOCH**

BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 –

A RESOLUTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS TO APPROVE THE LOCATION OF A PAVING PROJECT FOR HIGHTOWER ROAD; TO REPEAL PRIOR CONFLICTING RESOLUTIONS OR ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. §§ 22-2-109 and 32-3-5 provide that it shall be the duty of the condemning authority, within 30 days from the date of the original approval and designation of the location of a highway, to cause the location of said highway in said county to be advertised once each week for four consecutive weeks in the newspaper of the county in which sheriff's advertisements are carried; and

WHEREAS, said code sections further provide that said advertisement shall designate the land lots or land districts of said county through which such highway will be located; and

WHEREAS, said code sections further provide that said advertisement shall further show the date of the original location of such highway and further state that a plat or map of the project showing the exact date of original location is on file at the office of the Department of Transportation;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of same, as follows:

Section 1. Approval of Location. The location of Capital Improvement Project No. RD22, being the paving of Hightower Road from the terminus of the current paved section of Hightower Road to its intersection with Burkhalter Road, is hereby approved as shown on that certain Right-of-way Acquisition Plat for Hightower Road Improvements dated July 20, 2022, prepared by Maxwell-Reddick and Associates, and as same may be subsequently amended to accommodate necessary adjustments to said project.

Section 2. Publication of Notice. It is hereby authorized and ordered that the attached "Notice of Location Approval of Bulloch County Capital Improvement Project No. RD22-Paving Hightower Road" be published in the legal advertisements in the Statesboro Herald once a week for four consecutive weeks within 30 days of the effective date of this resolution.

Section 3. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are

in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Bulloch County Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 6th day of December, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Venus Mincey-White, Clerk

(SEAL)

Attachment: Resolution (Resolution to Approve Paving Project Location)

**NOTICE OF LOCATION APPROVAL OF BULLOCH COUNTY CAPITAL
IMPROVEMENT PROJECT N0. RD22-PAVING HIGHTOWER ROAD**

Notice is hereby given in accordance with O.C.G.A. Sections 22-2-109 and 32-3-5 that the Bulloch County Board of Commissioners has approved the location of this project. The date of location approval is December 6, 2022. The proposed project is the paving of a section of County Road No. 261, also known as Hightower Road, from the terminus of the current paved section of Hightower Road to its intersection with County Road No. 248, also known as Burkhalter Road, a distance of approximately 0.8 miles. The proposed project is located in the 1547th G.M. District of Bulloch County, Georgia. A plat or map of the project is on file at the office of the Georgia Department of Transportation and at the office of the Bulloch County Engineer. A copy of the plat or map may be obtained for a nominal fee from the office of the Bulloch County Engineer, 115 North Main Street, Statesboro, Georgia 30458.

After recording, return to:
I. Cain Smith, City Attorney
City of Statesboro
P.O. Box 348
Statesboro, Georgia 30459

STATE OF GEORGIA
COUNTY OF BULLOCH

**CITY OF STATESBORO
RIGHT OF WAY DEED**

GEORGIA, BULLOCH COUNTY

THIS CONVEYANCE made and executed the ____ day of _____, 2022.

WITNESSETH that **Bulloch County**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in the City of Statesboro, Georgia, through which the proposed Brannen Street sidewalk project is located.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO** as Grantee, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the 1209th Georgia Militia District of Bulloch County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.026 acres, more or less, as shown on the plat of the property prepared for the City of Statesboro, November 10, 2022, said plat attached hereto and made a part of this deed as Exhibit "B".

Parcel No. 1

Attachment: City of Statesboro -----Deed-Parcel 1--Bulloch County.Revised (Right of way at Library for East Grady sidewalk)

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto Grantee.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this ___ day of _____,
2022, in the presence of:

Witness

Notary Public

BULLOCH COUNTY

BY: _____(L.S.)
Roy Thompson, Chairman

Attest: _____(L.S.)
Thomas M. Couch, County Manager

Parcel No.

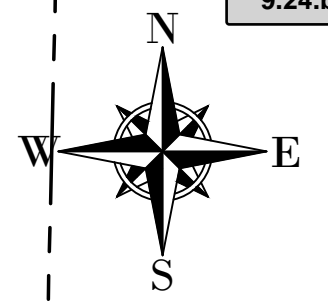
EXHIBIT "A"

PROJECT: E. Grady Street Sidewalk Project
 PARCEL NO.: 1
 TAX I.D. NO.: S29-000006-00
 COUNTY: Bulloch
 DATE OF R/W PLANS: November 10, 2022
 REQUIRED R/W: 0.026 Acres

All THAT lot, tract or parcel of land situate, lying and being in Bulloch County, Georgia, and in the City of Statesboro, being described as follows: Beginning at the Northeastern corner of the intersection of South Main Street and East Grady Street, thence Eastwardly along the Northerly right-of-way of East Grady Streets with a bearing of S 87°18'51" E for a distance of 39.37' feet to the point of beginning: thence continuing Eastwardly along the Northern right-of-way of East Grady Street with a bearing of S 87°18'51" E for a distance of 228.24' to a point; thence proceeding with a bearing of N 02°01'35" E for a distance of 5.00' to a point; thence proceeding with a bearing of N 87°18'51" W for a distance of 228.24' to a point; thence proceeding with a bearing of S 02°01'35" W for a distance of 5.00' to the point of beginning.

The land this is being conveyed from parcel herein is further identified within the tax records of Bulloch County and is labeled Property Identification Number S29-000006-000.

Attachment: City of Statesboro -----Deed-Parcel 1--Bulloch County.Revised (Right of way at Library for East Grady sidewalk)



SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HERON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY AND PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A SECTION 15-6-67.

LEGEND:

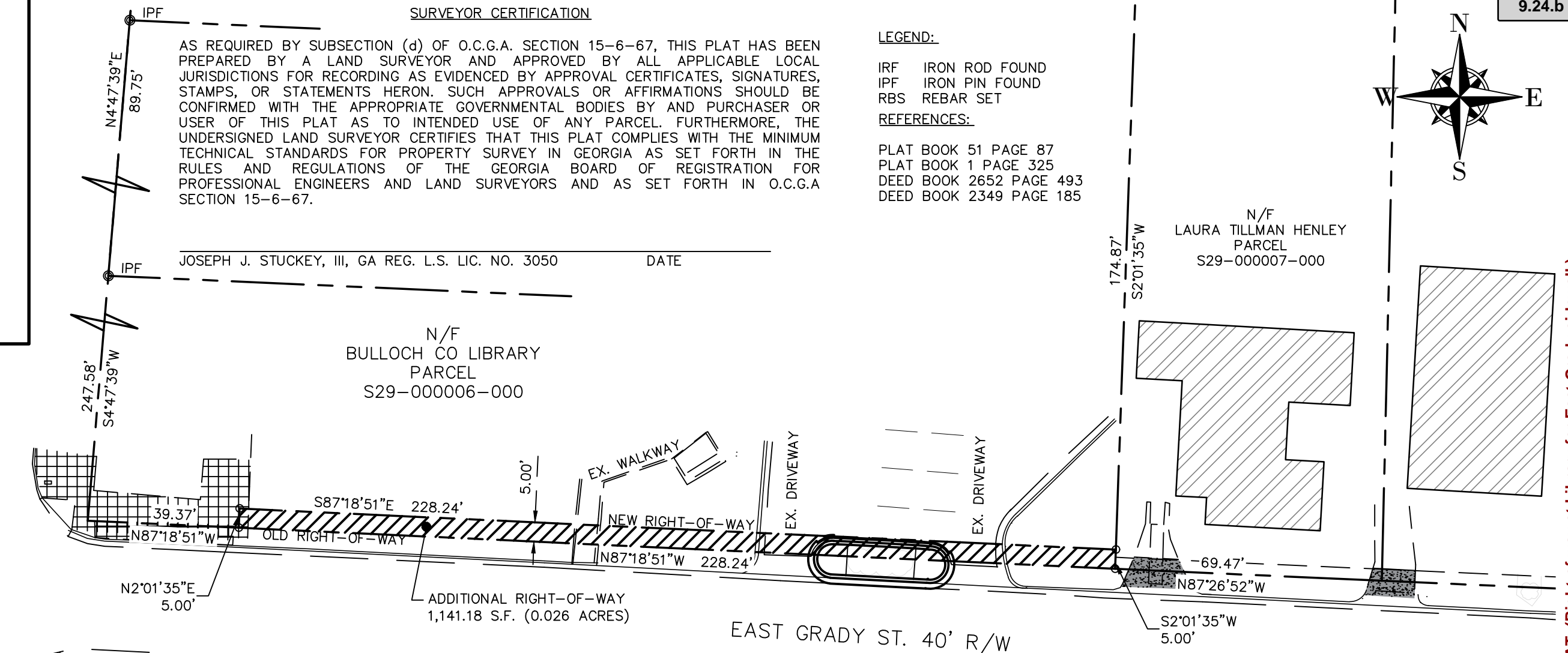
- IRF IRON ROD FOUND
- IPF IRON PIN FOUND
- RBS REBAR SET

REFERENCES:

- PLAT BOOK 51 PAGE 87
- PLAT BOOK 1 PAGE 325
- DEED BOOK 2652 PAGE 493
- DEED BOOK 2349 PAGE 185

JOSEPH J. STUCKEY, III, GA REG. L.S. LIC. NO. 3050 DATE _____

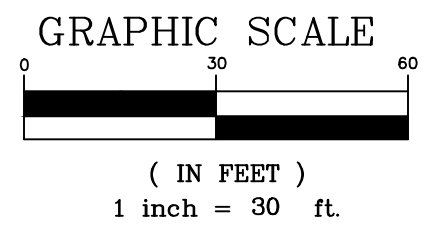
SOUTH MAIN ST. 60' R/W



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 24,532 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN INFINITY.

EQUIPMENT: 1" TOPCON TOTAL STATION & RANGER DATA COLLECTOR



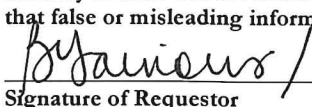
NOTE:
 THIS PLAT IS SUBJECT TO ALL RECORDED EASEMENTS AND RESTRICTIONS AND IS VALID ONLY FOR THE PERSON OR PERSONS NAMED IN THE TITLE.
 ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR BULLOCH COUNTY (MAP NUMBER 13031CO 208D) THIS PROPERTY IS IN A FLOOD ZONE "X".

RIGHT-OF-WAY ACQUISITION PLAT FOR CITY OF STATESBORO
 50 EAST MAINS STREET
 STATESBORO, GEORGIA 30458

T. R. Long Engineering, P.C.
 114 North Commerce Street
 Hinesville, Georgia 31313
 (912) 368-5664
 (912) 368-7206 Fax

0.026 ACRES BEING A PORTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS PROPERTY (PUBLIC LIBRARY) 1209TH G.M. DISTRICT, CITY OF STATESBORO, BULLOCH COUNTY, GEORGIA
 TAX PARCEL: S209000006000
 PLAT DATE: 11-07-2022
 FILE NUMBER: 2022-139H

Attachment: 2022-139 COUNTY ROW PLAT (Right of way at Library for East Grady sidewalk)

revised 2-10-21			
SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11/29/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Administration	Department Head	Tom Couch
VENDOR INFORMATION			
Vendor Name	StageFront		
Street Address	6 southern Oaks Drive		
City	Savannah		
State and Zip Code	GA 31405		
Phone Number	912.721.5710		
Fax Number			
E-mail or Web Site Address	Chuck.cooper@stagefront.net		
Please specifically justify why the items or services to be approved for sole source treatment:			
<p>A replacement of current A/V equipment in the North Main Annex Commissioners Room.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
X	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
 _____ Signature of Requestor			
IF THE PUCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: doc01708020221129124623 (AV Equipment for NMA)

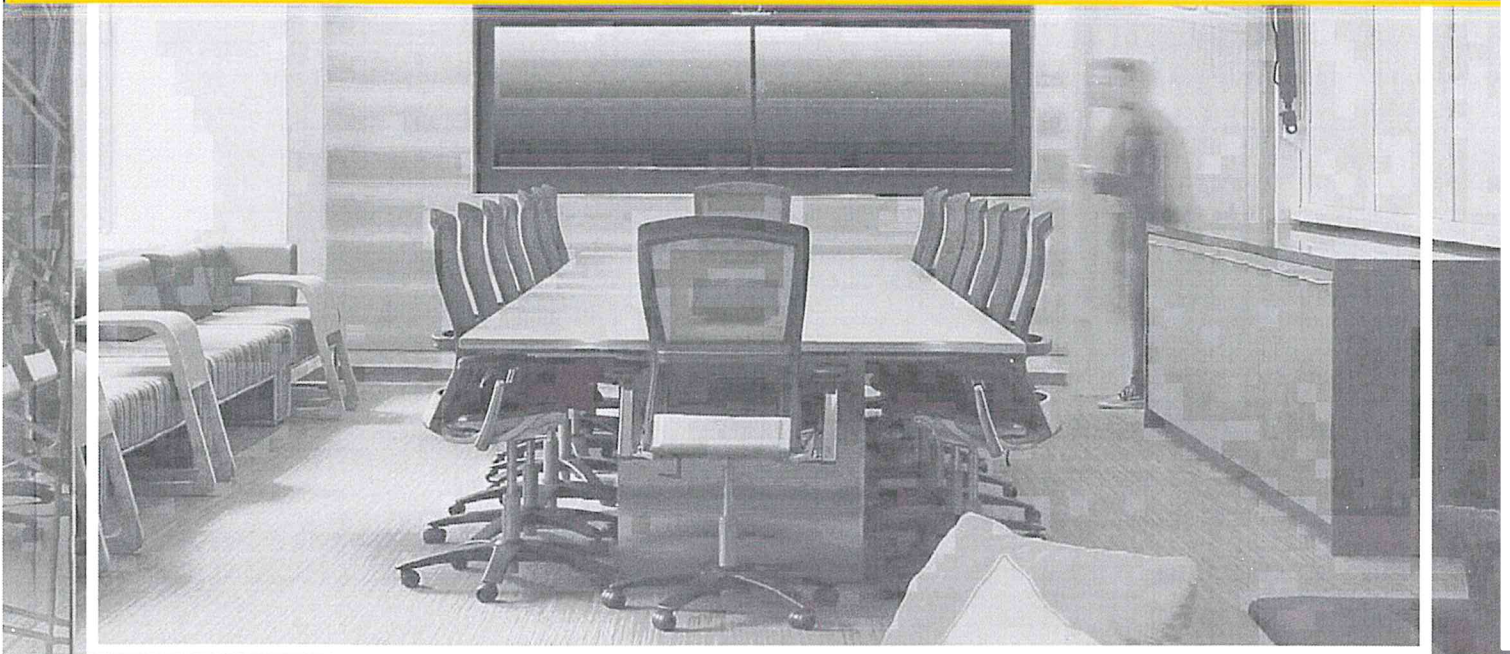


STAGE FRONT
a better plan for AV

Proposal for Audio-Visual Services

BULLOCH COUNTY COMMISSIONERS
MEETING ROOM

Chuck Cooper, Systems Consultant
912.721.5710 direct | 912.398.4644 cell
chuck.cooper@stagefront.net



Attachment: doc01708020221129124623 (AV Equipment for NMA)



Bulloch County Board of Commissioners
ATTN: Broni Gainous
1 Max Lockwood Drive
Statesboro, GA 30459
912.489.9086
bgainous@bullochcounty.net

11/26/2019

RE: Commissioners Meeting Room Presentation System

Broni,

Please accept the enclosed proposal for Integrated AV Systems design services for the Commissioners Meeting Room Renovation project. Thank you for the opportunity to present this to you and for considering Stage Front as a design partner.

The services, scope of work, and fees included here are based on our understanding of the desired functionality of the AV System and our experience with similar projects.

Once you've reviewed the proposal please call with any questions or to discuss further.

Thank you again for your consideration.

Best Regards,

Chuck Cooper
Systems Consultant

Attachment: doc01708020221129124623 (AV Equipment for NMA)

Proposal for Services (cont.)

STAGE FRONT
a better plan for AV

Council Meeting Room

The Commissioners meeting room will be used for public meetings and events. The AV system included in this proposal will provide presentation capabilities as well as recording/live streaming of events.

Two ceiling-mounted 86" LCD monitors will act as primary displays for presentations. Individual viewing monitors for council members and staff are provided as they are not facing the gallery monitors. An HDMI input at the podium position will be the primary input to the projection and display system. An apple TV is also included as a source device that may be used for wireless presentations from the clerk's position.

Voice reinforcement will be provided via individual gooseneck microphones for each Council member, staff, and at the presenter's podium. Nine ceiling mounted loudspeakers will provide voice and program audio reproduction throughout the meeting room. A digital signal processor and power amplifier will provide room equalization, zoning, and power for the loudspeaker system. A digital audio recorder is offered to allow digital recording of the council meetings for archival purposes.

Two new Pan/Tilt/Zoom cameras, along with the presentation PC will provide content for remote participants and viewers. An owner furnished PC will serve as the CODEC for web conferencing applications.

A 7" remote-control touch panel will provide intuitive control of the audio-visual system. The remote-control system will provide the following functions:

- System on/off
- Display System on/off/source select
- Program Audio Up/down/mute
- Microphone volume up/down/mute
- Audio Recorder Start/Stop
- Cameras pan/ tilt /zoom

Attachment: doc01708020221129124623 (AV Equipment for NMA)

Proposal for Services (cont.)

STAGE FRONT
a better plan for AV

PART II - PRICING & ACCEPTANCE

COMPONENT	PRICE
Commissioners Meeting Room AV System	\$92,497.00
System Sub-Total	\$92,497.00
*Estimated sales tax	N/A
Total System Investment	\$92,497

PLEASE INITIAL	GRAND TOTAL W/ ALL ALTERNATIVES	PRICE
	Year 1 Complete Maintenance Agreement	\$1,900
	Year 2 Complete Maintenance Agreement	\$3,300
	Year 3 Complete Maintenance Agreement	\$3,300

Attachment: doc01708020221129124623 (AV Equipment for NMA)

Proposal for Services (cont.)

STAGE FRONT
a better plan for AV

TERMS OF SERVICE

Please Note: Pricing includes equipment, shipping, delivery, programming, installation, turn-on, training, and one-year warranty. Necessary permits are not included and if required are the of the Owner.

This proposal is based on current manufacturers' pricing and is good for 45 days. If, after acceptance for this proposal, we are notified of impending price increases we will arrange for early shipment of affected materials to a secured jobsite storage (by you) or to Stage Front warehouse, if you prefer. You will be responsible for secured storage at the jobsite of the materials, unless you opt for storage at the Stage Front warehouse, in which case we will insure the materials until delivery. In either case, you will be invoiced for materials delivered. If storage at a bonded warehouse is required, you will bear that cost.

Delivery: 4-6 Months weeks after receipt of order

FOB: Destination

Terms: 20 % deposit, 50% upon delivery of equipment, 30% upon Completion, Net 30 Days

Prime Contractor agrees that if the cost of supplies/equipment used for a particular Task Order increase by more than 3% as a result of a change in federal law, including but not limited to any new or increased Federal excise tax or duty, Prime Contractor will request a price adjustment from the Customer and will pass the price adjustment to the Subcontractor. Subcontractor will provide Prime Contractor will all the necessary documentation to support the adjustment request to the Customer. If approved by the Customer, Subcontractor may increase the price of the applicable Task Order by a commensurate amount. If the request is rejected, Stage Front reserves the right to terminate the task order and invoice for labor and materials utilized through the termination.

SUBMITTED BY:



Chuck Cooper, 11/28/22

ACCEPTED BY:

Name, Date

Attachment: doc01708020221129124623 (AV Equipment for NMA)

Proposal for Services (cont.)

STAGE FRONT
a better plan for AV

PART III – SERVICES

INSTALLATION:

During the system installation phase, Stage Front will:

- Deliver equipment to jobsite.
- Furnish, install, and terminate all low-voltage wiring for equipment in this proposal, as well as clearly and permanently label field wiring.
- Install the sound system with all low-voltage wiring and speaking rigging.
- Speaking alignment, system tuning, and training are included.
- Terminate and install all devices for console receptacles.
- Install, connect, test, and rough-focus all lighting fixtures.
- Install all pipe battens with 1.5" schedule pipe, painted flat black, and jointed with internal sleeved connectors and rivets.
- Suspend dead-hung battens with proof coil chain with rapid-link fasteners.
- Install, test, and trim all rigging hardware.
- Identify all ceiling aperture locations.
- Energize the system, program the control equipment, and demonstrate the operational system to the Owner.
- Remove all trash and debris related with Stage Front work.

TURN-ON:

At system turn-on, Stage Front will:

- Test, adjust, and demonstrate all systems
- Provide training on the operation and maintenance of the system

MANUAL:

Stage Front will supply electronic copies of instruction/ maintenance manuals for the equipment.

WARRANTY:

Stage Front warrants this installation to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period.

- **Materials:** Products will be repaired or replaced, at Stage Front's option, without charge for a period of 365 days after first beneficial use or completion of installation, whichever comes first.
- **Labor:** Products will be repaired or replaced, at Stage Front's, without charge for a period of 90 days after first beneficial use or completion of installation, whichever comes first.

Attachment: doc01708020221129124623 (AV Equipment for NMA)

Our Experience

Your one-source provider for integrated audio-visual solutions for presentation, collaboration, and Unified Communications systems.

Since 1978, Stage Front has designed and installed technical systems that help better educate, communicate, and entertain.

Our demonstrated strengths in technical design, defined process, and financial stability enable us to consistently deliver projects on time and within budget.

Our areas of expertise include Corporate Enterprise, Higher Education, Dental + Medical Education, as well as Auditoriums + Theatres.

Experience the Stage Front difference.

STAGE FRONT
a better plan for AV

Our Services

DESIGN

- Consultation
- Needs Analysis
- Program Development
- BIM Modeling
- EASE Modeling
- Acoustical Analysis
- User Interface Design
- Bid Administration
- Construction Administration

INTEGRATION

- Project Management
- Pre-Fabrication
- Systems Installation
- Alignment + Final Adjustment
- Programming
- Proof of Performance
- User Training
- Quality Control

SUPPORT

- Warranty Support
- Preventative Maintenance
- Complete Maintenance
- On-Site Sustaining Support
- Remote Monitoring + Support
- Systems Training
- Critical Inventory Management
- Documentation Control

Our Process

1

UNDERSTANDING THE CLIENT

Interviews, Needs Analysis, Long-Term Client Goals

2

PROGRAM DEVELOPMENT

Scope, Budget, Timeline

3

ENGINEERING + CONSTRUCTION DOCS

Published Infrastructure, Complete Design Package

4

PREFABRICATION + PROGRAMMING

Build + Test Systems In-House, Control Systems Programming

5

SYSTEMS INTEGRATION

Field Services + Systems Delivery

6

COMMISSIONING + QUALITY ASSURANCE

Test + Tune, Client Approval

7

SUSTAINING SUPPORT

Full Parts + Labor Warranty, Preventative Maintenance, 24/7 Support

Our Projects

BOEING 777X EXPANSION, SEATTLE, WA



Stage Front was contracted to design-build 80+ A/V systems for a state-of-the-art aviation manufacturing facility. All systems within the facility are based on an enterprise standardization plan that Stage Front continues to develop for The Boeing Company.

BRIDGESTONE AMERICAS INC. HQ, NASHVILLE, TN



Stage Front engineered A/V and branding technology systems for Bridgestone's new \$232.6M HQ building. The 500k-SF, 30-story tower features cutting-edge solutions that enable employee communication across the global enterprise. Stage Front currently employs 5 full-time, on-site technicians to proactively manage and provide support for the company-wide A/V environment.

Our Projects (cont.)

DENTSU AEGIS - CARAT, NEW YORK, NY



Carat selected Stage Front to engineer and administrate A/V systems for their 11th floor expansion in the NYC operations. Scope of work included construction administration, control systems programming, systems commissioning, user training, and a post-construction maintenance agreement.

RED VENTURES RV4 CAMPUS, CHARLOTTE, NC



Stage Front engineered and built cutting-edge A/V technologies for Red Ventures' RV4 Campus, designed to foster productivity and collaboration in a relaxed environment. Stage Front designed and installed an audio system capable of supporting anything from speeches to concerts, as well as a large video display and automated lighting systems that create a high-energy environment.



STAGE FRONT
a better plan for AV

Thank You for
the Opportunity.

QUESTIONS ?

Chuck Cooper, Systems Consultant
912.721.5710 direct | 912.398.4644 cell
chuck.cooper@stagefront.net



Attachment: doc01708020221129124623 (AV Equipment for NMA)

Solacom VoIP Card Installation

Bulloch, GA

11/8/2022

Solacom System Design

There are 2 Physical APP servers that perform all of the Solacom call handling functions. Each physical server has Virtual Servers running Windows and Linux installed. Each physical server contains the VoIP Card.

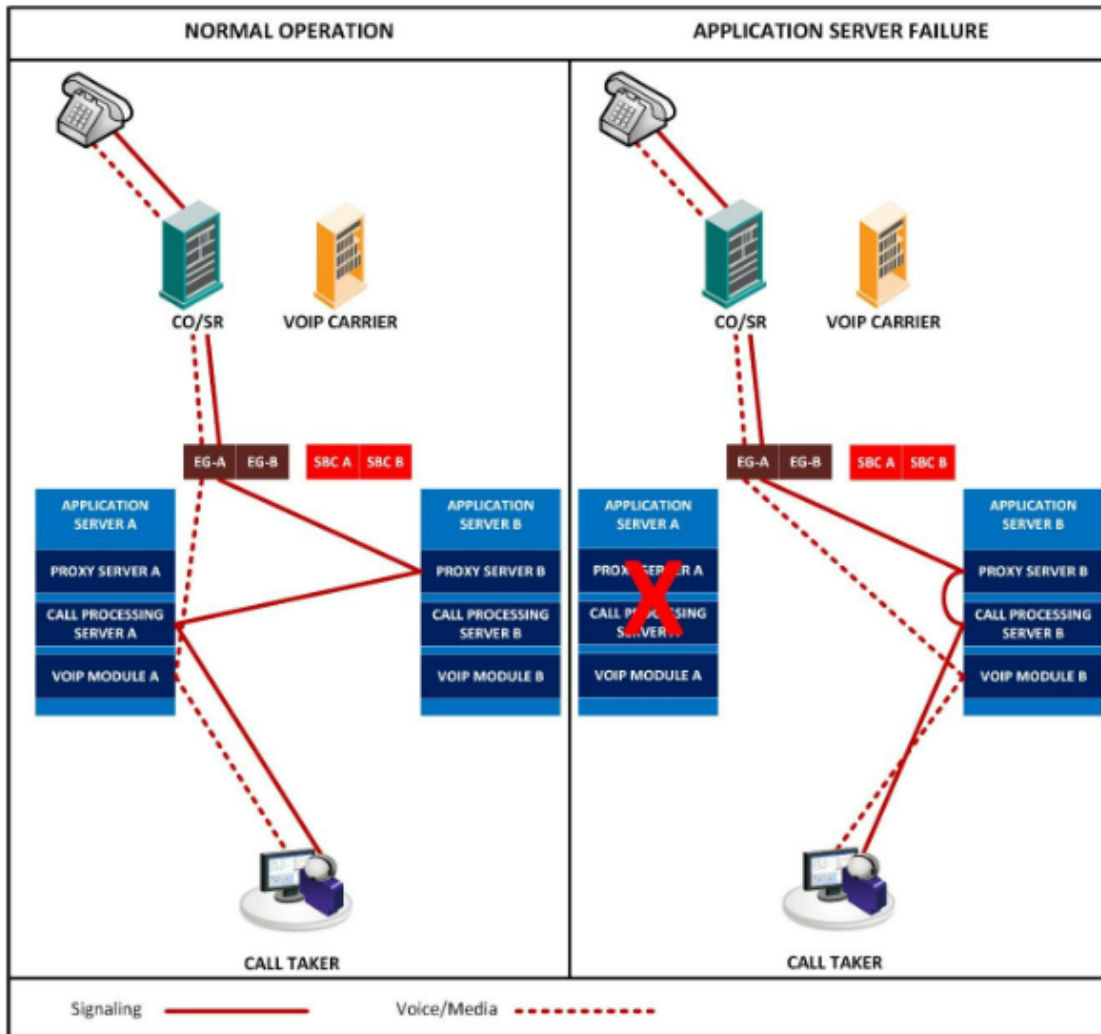
P-VOIPPCIE LD VoIP Card for APP Server PCIe Slot

While RPSS & Solacom servers, workstations and routers are "COTS" (commercial off the shelf) units, the VoIP card is a proprietary piece of technology available only from Solacom that provides the logical call path and conference calling resources between the position and the Solacom Cores. The VoIP Cards perform a critical role on the functionality of the Solacom system overall.

Solacom A and B Cores are designed to share the processor load across servers; see normal operation diagram below. In event of any component failure, the system will perform single sided to allow repair/replacement of the component(s). Both APPA and APPB servers should be online and operational to allow system configuration, troubleshooting or testing.

Application Server Failure

The SIP Proxy continuously monitors the "sanity" of the application servers using a heartbeat message. If the SIP Proxy detects a failure of the application server on Side A, it will send calls to Side B. Workstations also continuously monitor the sanity of the application servers using heartbeat messages. If a workstation detects the failure of the associated primary application server on Side A, the workstation will switch to the Side B application server. If a call is in the answered state at that time, the workstation informs the application server and, using a patented process, the application server and the proxy involved in the call, will re-establish the audio streaming with the caller (see Figure 7).



Updated quote- Replace VoIP Cards

When purchasing NEW VoIP cards, the existing system is NOT impacted in any way. All calls are delivered as is and will not be impacted during the entire install/testing process. New servers are shipped from Solacom fully configured/tested during Staging.

1. Install new Solacom system in Parallel. 1 ALI link will be moved from old to new Solacom while onsite for testing.
2. Install new positions
3. Final configuration of new system, layout building, contacts, etc.

4. Run full failover tests to validate fully functioning and redundant system
5. Install new positions, go live on new system

Conclusion

Re-using VoIP cards will add significant risk. Parts have to be removed from functioning system to make a new system operational. The existing VoIP cards were purchased in 2017. Some of these cards fail after 5-7 years operation. If we don't replace these cards, we would have to install and go-live on a partial system, then fully test failovers on a new live system. Un-tested system failures after go-live could interrupt call delivery with potential to lose or re-route 911 calls.

Hardware refresh should have included new VoIP cards. Purchasing new VoIP Cards with new Servers minimizes risk of failure or outage. This process allows full normal operation of the current system during all aspects of the installation, as well as providing higher level of reliability. After all components of the new system are installed, configured, and tested will we go live. If there are problems discovered during testing of new system, we will have time to make corrections and re-test. All calls and operations continue normally on existing Solacom System during the installation.

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11/09/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	911	Department Head	Kelly Barnard
VENDOR INFORMATION			
Vendor Name	RPSS Ryan Public Safety Solutions		
Street Address	12119 US Highway 431		
City	Guntersville		
State and Zip Code	AL, 35976		
Phone Number	256-279-0082		
Fax Number			
E-mail or Web Site Address			
Please specifically justify why the items or services to be approved for sole source treatment:			
<p>We currently have our 911 telephone system under service and support contract with RPSS. When we went with RPSS as our vendor, they required that within a year we would need a hardware refresh. The 911 telephone system refresh and its components are available from only Solacom.</p>			
SOLE SOURCE CONSIDERATIONS			
CHECK			
	Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
XX	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
 _____ Signature of Requestor			
IF THE PUCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: sole source justification form-RPSS Hardware Refresh 2022.11.08 (Solacom Hardware Upgrade)



191 Peachtree Street
Suite 700
Atlanta, Georgia 30303
p 800.858.2224
fx 404.522.1897
accg.org

MEMORANDUM

TO: Members of the ACCG Workers' Compensation Program

FROM: Ashley Abercrombie, CPCU, Director of Property & Casualty Programs

DATE: December 1, 2022

SUBJECT: 2023 Workers' Compensation Renewal and Dividend Distribution

Thank you for your continued support of the ACCG member-owned insurance programs. Enclosed is the 2023 invoice and supporting documentation for renewal in the Association County Commissioners of Georgia - Group Self-Insurance Workers' Compensation Fund (ACCG-GSIWCF). Also included is an Evidence of Coverage document for your records.

The ACCG-GSIWCF continues to be financially strong, supplying stable workers' compensation coverage in a cost-effective manner to 169 Georgia counties and authorities. This non-profit program has provided quality service at affordable prices since 1982, when Georgia county representatives asked the legislature for a group self-insurance alternative due to the rising cost of commercial insurance. This pooling concept provides huge financial benefits to the ACCG-GSIWCF members.

The ACCG-GSIWCF Board of Trustees recently approved an overall 7.3% rate decrease for 2023. Rates have continued to decrease eight of the last nine years due to the overall members' improved loss experience. Each member is individually rated and may receive an increase or a decrease, based on their specific payroll, claims history, and other factors.

A unique benefit of belonging to the program is the opportunity for members to receive dividends. We are pleased to announce that **the ACCG-GSIWCF Board also voted to return a dividend in the amount of \$4.25 million** to those members who were in the Fund in fiscal years 1996 to 2013, the years from which the surplus is returned. The dividend will be credited to the 2023 billed premiums, reducing the members' premiums by an average of 13.8%. Unlike commercial insurers which would retain any underwriting or investment income, the Fund regularly returns such income to the membership in the form of dividends, which reduces the overall cost for workers' compensation coverage. **Inclusive of this year's dividend and cash return, the Fund has returned approximately \$113 million in dividends since its inception.**

December 1, 2022

Page 2

If you see a change from the 2022 premium, it could be due to one or more of the following factors:

- **Change in Employees/Payroll** – Workers' compensation premium is based on your organization's payroll, so a change in payroll affects premium. (Your initial invoice is based upon the estimated annual payroll submitted. ACCG will conduct an audit after the term expires and send you an invoice/refund based on the actual, audited payroll.)
- **Adjustments in Rates/Payroll** - While the overall rates decreased, some individual class code rates were adjusted downward more than others based on the claims experience in the related occupations. If your organization has changes in payroll within class codes that had substantive rate adjustments, that will impact your premium.
- **Change in Experience Modification** – As is standard in the insurance industry, an experience modifier is calculated annually for each member and is used in the calculation of premium. This modifier provides equity in pricing because it predicts the member's future losses based on their 3-year claims history, not including the current year. Some members have an increase in premium because their actual losses for that 3-year period are more than expected based on their payroll by class code. Other members have a reduced premium because their actual losses are less than expected. Your workers' compensation claims or lack thereof will have a direct impact on your future premiums, so it is extremely important to implement and maintain an effective safety program.
- **Change in Safety Discount** - You may also have an impact on your workers' compensation premium by earning the 7.5% Safety Discount. Most members earned the discount for 2023 by meeting the requirements in 2022. Information about the 2024 ACCG-GSIWCF Safety Discount requirements will be sent in December. *Not only will the discount lower your organization's future premium and make it eligible for the 2024 Employee Safety Grant Program, but most importantly, it may also prevent serious injury or save the life of an employee or volunteer!* Again, premiums are affected by your claims experience, so preventing claims should result in lower premiums in future years.

Safety should be part of all members' day-to-day activities, supported by management and encouraged among employees in all departments. Please contact Local Government Risk Management Services (LGRMS) at 800-650-3120 if you need help establishing or improving your safety program. LGRMS has extensive resources available to your organization at no additional charge via the internet, onsite and regional classes and through numerous periodicals.

If you have any questions about your 2023 premium, please call me or Matt Autry at 404-522-5022. On behalf of the ACCG–GSIWCF Board of Trustees and the ACCG team, we express our appreciation for your continued support of the ACCG Insurance Programs. The success of the ACCG-GSIWCF is directly attributable to your organization's long-term commitment to the program.

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
Group Self-Insurance Workers' Compensation Fund
BALANCE SHEET
30 September 2022
ADMITTED ASSETS

Bonds, amortized cost	\$187,593,058
Stocks, market value	53,428,101
Investment in County Re Limited	3,667,289
Cash and short-term investments	<u>10,321,746</u>
Total cash and invested assets	255,010,194
Contribution receivable	45,906
Pending trade receivable	3,103,082
Deductible receivable	900,629
Reinsurance recoverables on paid claims	72,167
Accrued interest and dividends receivable	934,956
Other Assets	<u>581,629</u>
Total admitted assets	<u>\$260,648,563</u>

RESERVES, LIABILITIES AND MEMBERS' FUND BALANCE

Open claims reserves	\$33,768,819
Incurred but not reported claims reserves (IBNR)	46,845,971
Unallocated loss adjustment expenses (ULAE)	5,865,130
Unearned contributions	7,299,913
Advanced funding	770,199
Pending trade payables	3,898,466
Accrued expenses and payables	<u>726,744</u>
Total reserves and liabilities	<u>99,175,242</u>

MEMBERS' STATUTORY FUND BALANCE

Statutory surplus	200,000
Reserve for security deposit	3,131,979
Reserve for extraordinary loss	4,323,996
Safety grants	1,404,627
GA Sheriffs' loss control grant reserves	139,043
Net unrealized gain	27,715,609
Undesignated members' fund balance	<u>124,558,067</u>
Total members' fund balance	<u>161,473,321</u>
Total reserves, liabilities and members' fund balance	<u>\$260,648,563</u>



Insurance Programs

ACCG - GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND

EVIDENCE OF COVERAGE

Member: 0755
Bulloch County
115 N. Main Street
Statesboro, GA 30458

Coverage Period: 1/1/2023 to 1/1/2024

ACCG-GSIWCF Administrator
ACCG
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303
Phone: (404) 522-5022 / (800) 858-2224
Fax: (404) 522-1897
Email: accginsurance@accg.org

This is to certify that above member is in good standing with the ACCG - Group Self-Insurance Workers' Compensation Fund and is afforded statutory workers' compensation coverage for all employees. Also covered are individuals authorized via appropriate resolutions passed by the member in accordance with O.C.G.A. Section 34-9-1(2). Those individuals fall into the following categories checked below:

- Volunteer Firefighters
Volunteer law enforcement personnel that are POST certified
Volunteer members or workers of an emergency management or civil defense organization, emergency medical service, or rescue organization
Any person certified by the Department of Human Resources or the Composite State Board of Medical Examiners and registered with any county of this state as a medical first responder for any volunteer first responder services rendered in such capacity
Elected county officers and elected members of the governing authority

The ACCG-GSIWCF operates under the authority of O.C.G.A. 34-9-150 et seq. and the Georgia Insurance Commissioner's Office. Reinsurance & Excess Insurance is provided to the ACCG-GSIWCF by County Reinsurance Limited, Policy # CRL-GAWC-010123 and renewal of Safety National Policy # SP 4065910.

Remarks: Part One: Workers' Compensation
Limit of Indemnity: Statutory
Part Two: Employers' Liability
Limit of Indemnity: \$2,000,000 - Each Accident
\$2,000,000 - Each Employee
Large Deductible Retention \$300,000

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the coverage referenced herein. Coverage is subject to all terms, conditions, and internal limits as specified in the policies referenced above.

CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH ITS PROVISIONS.

Handwritten signature of Matt Cuff

Authorized Representative for ACCG-GSIWCF

Date: 12/01/2022

Attachment: ACCG-GSIWCF Evidence Of Coverage (Resolution Approving ACCG GSIWCF Coverage for Calendar Year 2023)



**GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND
2023 ESTIMATED CONTRIBUTION INVOICE**

**PLEASE MAKE CHECK PAYABLE TO THE ACCG-GSIWCF.
MAIL PAYMENT AND ONE COPY OF INVOICE TO:**

**Truist Trust Dept – Income Processing 1
ACCG – GSIWCF #0384
P.O. Box 896741
Charlotte, NC 28289-6741**

Bulloch County
115 N. Main Street
Statesboro, GA 30458

MEMBER.: 0755
INVOICE NO.: 1-0755-2023
AMOUNT: \$102,605
DUE DATE: UPON RECEIPT

INSURANCE DESCRIPTION WORKERS' COMPENSATION		DEPARTMENT ACCG INSURANCE & RISK MANAGEMENT SERVICES	
COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
1/1/2023	1/1/2024	ACCG - GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND FUND DATES FROM 1/1/2023 TO 1/1/2024 DEDUCTIBLE PROGRAM: \$300,000 2023 ESTIMATED CONTRIBUTION \$164,735 2023 DIVIDEND CONTRIBUTION CREDIT (\$62,130)	
AMOUNT DUE ACCG			\$102,605

The ACCG-GSIWCF is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. Should you have any questions about this invoice, please call Lisa Wood at ACCG at (404) 589-7874 or (404) 308-5760.

**WE APPRECIATE YOUR PARTICIPATION IN THE
ACCG - GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND**

Date: 12/1/2022

Attachment: Estimated Invoice and Contribution Statement Bulloch County (Resolution Approving ACCG GSIWCF Coverage for Calendar Year

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND
ESTIMATED CONTRIBUTION STATEMENT
1/1/2023 TO 1/1/2024**

Bulloch County

MEMBER NO. 0755

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>ESTIMATED CONTRIBUTION</u>
5506	STREET OR ROAD CONSTRUCTION	7.83	\$1,125,000	\$88,088
7403	AVIATION - ALL OTHER EMPLOYEES & DRIVERS	2.71	\$85,000	\$2,304
7705	AMBULANCE SERVICE & DRIVERS	5.68	\$2,090,000	\$118,712
7710	FIREFIGHTERS & DRIVERS - PAID	3.27	\$950,000	\$31,065
7720	POLICE OFFICERS & DRIVERS	3.68	\$9,975,000	\$367,080
8380	AUTO REPAIR SHOP & DRIVERS	2.25	\$256,000	\$5,760
8810	CLERICAL	0.40	\$6,700,000	\$26,800
8820	ATTORNEY	0.11	\$165,000	\$182
8831	HOSPITAL - VETERINARY & DRIVERS	1.15	\$400,000	\$4,600
9015	BUILDINGS NOC OPERATIONS BY OWNER	5.18	\$385,000	\$19,943
9102	PARK MAINTENANCE	4.05	\$4,650,000	\$188,325
9403	GARBAGE COLLECTION & DRIVERS	5.89	\$500,000	\$29,450
9410	MUNICIPAL EMPLOYEES	2.79	\$1,500,000	\$41,850
7711	FIREFIGHTERS & DRIVERS - VOLUNTEERS	3.27	\$301,145	\$9,847
			\$29,082,145	\$934,006
EXPERIENCE MODIFICATION		0.9800	x	0.9800
VOLUME DISCOUNT		-21.00%	x	0.7900
SAFETY DISCOUNT		-0.075		0.925
SCHEDULED MODIFIER		-22.00%	x	0.7800
				\$521,723
ESTIMATED LARGE DEDUCTIBLE CONTRIBUTION			\$300,000 DEDUCTIBLE	\$164,735
2023 DIVIDEND				(\$62,130)

2023 ESTIMATED CONTRIBUTION DUE 1/1/2023	\$102,605
---	------------------

THE ANNUAL CONTRIBUTION IS DUE ON 1/1/2023. PROMPT PAYMENT OF THE CONTRIBUTION IS NECESSARY TO KEEP THE COST OF COVERAGE DOWN FOR ALL MEMBERS. A FINANCE CHARGE OF 7% ANNUAL PRO-RATED DAILY INTEREST WILL BE ASSESSED ON ANY CONTRIBUTIONS NOT RECEIVED WHEN DUE.

<p>CONGRATULATIONS ON MEETING THE REQUIREMENTS FOR THE SAFETY DISCOUNT PROGRAM FOR 2023. YOUR EFFORTS HAVE RESULTED IN A 7.5% REDUCTION ON YOUR 2023 PREMIUM OR A SAVINGS OF: \$13,357</p>

Attachment: Estimated Invoice and Contribution Statement Bulloch County (Resolution Approving ACCG GSIWCF Coverage for Calendar Year

Date: 12/1/2022

Packet Pg. 238

STATE OF GEORGIA

COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 - ____

WHEREAS, Bulloch County provides, as required by state law, workers’ compensation coverage to fund medical expenses and wage benefits for employees who are injured in the course and scope of their employment with the County; and

WHEREAS, this coverage is currently provided through the Association of County Commissioners of Georgia – Group Self-Insurance Workers’ Compensation Fund (ACCG-GSIWCF) with a deductible of \$300,000 per claim; and

WHEREAS, this coverage is due for renewal for the period beginning January 1, 2023 and ending December 31, 2023; and

WHEREAS, the proposed renewal contains the same coverage and deductibles as the expiring coverage; and

WHEREAS, the estimated cost (subject to final audit) on the renewal quotation is \$102,605;

NOW THEREFORE, BE IT RESOLVED that the Bulloch County Board of Commissioners hereby accepts and approves the ACCG-GSIWSF renewal as shown on the Estimated Contribution Statement attached, and further authorizes the County Manager to execute the contract for said coverage and to take all other actions and execute all other documents necessary to effectuate and implement said contract.

SO BE IT RESOLVED this 6th day of December 2022.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

By: _____
Roy Thompson, Chairman

Attest: _____
Venus Mincey-White, Clerk

(SEAL)

Attachment: Resolution Approving ACCG GSIWCF Coverage for Calendar Year 2023 (Resolution Approving ACCG GSIWCF Coverage for

Personnel Policy Manual

Nothing in this manual is to be construed to create a contract between the County and its employees, nor is any provision of the manual intended to imply a right to continuous employment with the County. Any benefit, rule, or provision provided in this manual may be modified or withdrawn at any time without notice, except as provided by federal or state law.

Effective December 6, 2022

A Note from the County Manager

Dear Employee:

Welcome to Bulloch County!

We are excited to have you as a part of our talented and diverse team of employees. Bulloch County's organizational success is driven by input and contribution from every team member. This policy manual contains key policies and expectations that apply to Bulloch County employees. You will find the information both necessary and informative and are encouraged to use the manual as the vital resource it is intended to be.

Bulloch County is committed to excellent service to our citizens and visitors. Providing an outstanding quality of life to our community is a top priority. As a part of our team, you will discover that your involvement will not only benefit the County, but will also be a rewarding experience for you, both professionally and personally. We expect you to own the results of your innovation and productivity and be an active participant in the growth and development of your career and of Bulloch County's future.

Again, welcome aboard. We look forward to your contribution!

Sincerely,



*Thomas M. Couch
County Manager*

Table of Contents

UPDATE TABLE OF CONTENTS BEFORE SUBMITTING FINAL VERSION

- Section 1 – Personnel Administration** **8**
- 1.1 Authority 8
- 1.2 “At Will” Employment 10
- 1.3 Departmental Operating Rules 10
- 1.4 Revisions to Manual 10
- 1.5 Personnel Records 11
- 1.6 Personnel Policy Manual 11
- 1.7 Definitions 12

- Section 2 – Attendance and Work Hours** **14**
- 2.1 Policy Statement 14
- 2.2 General Provisions 14
- 2.3 Attendance Requirements 15
- 2.4 Time Increments 15

- Section 3 – Employee Status Changes** **16**
- 3.1 Policy Statement 16
- 3.2 General Provisions 16
- 3.3 Probation Period 16
- 3.4 Promotions and Demotions 17
- 3.5 Reassignment 17
- 3.6 Reclassification of a Position 19

- Section 4 – Nepotism and Non-Fraternization** **20**
- 4.1 Nepotism 20
- 4.2 Applicability to Relatives of Specific Individuals 20
- 4.3 Non-Fraternization 20

- Section 5 – Hiring and Selection** **22**
- 5.1 Policy Statement 22
- 5.2 Equal Employment Opportunity (EEO) 22
- 5.3 Americans with Disabilities Act (ADA) 22
- 5.4 Selection Criteria 22
- 5.5 Minimum Age 22
- 5.6 Work Authorization 22
- 5.7 Application Process 23
- 5.8 Selection 24
- 5.9 Re-Employment 24

Attachment: 2022 Policy Edits - Marked Up (Resolution Approving Updates to Bulloch County Personnel Policy Manual)

5.10 Emergency Employment 24

5.11 Contract Employment 25

5.12 Outside Employment 25

Section 6 – Performance Management and Evaluation 27

6.1 Policy Statement 27

6.2 General Provisions 27

6.3 Evaluation Process 27

Section 7 – Separation of Employment 29

7.1 Policy Statement 29

7.2 Employment Separation 29

7.3 Reduction in Work Force 30

7.4 Name Clearing Hearings 31

Section 8 – Use of County Property and Equipment 32

8.1 Policy Statement 32

8.2 Definitions 32

8.3 General Provisions 32

8.4 Privacy 33

8.5 Corrective Action 33

8.6 Electronic Communications Systems 33

Section 9 – Safety and Accident Reporting 36

9.1 Policy Statement 36

9.2 General Provisions 36

9.3 Personal Protective Equipment 37

9.4 Seat Belt Use 37

9.5 Accidents 37

9.6 Workplace Violence 38

Section 10 – Vehicle Use and Operation 39

10.1 Policy Statement 39

10.2 Authorized Uses 39

10.3 Unauthorized Uses 39

10.4 Use of County Vehicles Preferred 40

10.5 Driver Qualification 40

10.6 Driver Disqualification 40

10.7 Operation of Vehicles 41

10.8 Duty Restrictions 42

10.9 Non-employee Drivers 42

10.10 Personal Vehicle Usage 42

10.11 Take-home Vehicles 42

Section 11 – Tobacco-Free Environment at County Facilities	45
11.1 Policy Statement	45
11.2 General Provisions	45
Section 12 – Compensation	46
12.1 Policy Statement	46
12.2 Pay System	46
12.3 Types of Pay Other Than Base Rate	47
12.4 Errors in Pay	50
12.5 Exempt Employee Salary Basis	50
12.6 Compensation Plan	50
12.7 Changes in Pay	52
12.8 Employees at Maximum of Pay Range	53
12.9 Overpayments to Employees	53
Section 13 – Employee Leave	54
13.1 Policy Statement	54
13.2 General Provisions	54
13.3 Leave Without Pay	54
13.4 Annual Leave	54
13.5 Sick Leave	56
13.6 Bereavement Leave	59
13.7 Jury Duty / Court Leave	60
13.8 Military Service Leave	60
13.9 Family and Medical Leave (FMLA)	61
13.10 Leave of Absence	65
13.11 Administrative Leave	65
13.12 Leave Due to Inclement Weather and Other Emergencies	66
13.13 Holidays	67
Section 14 – Group Benefit Plan	68
14.1 Policy Statement	68
14.2 Administration	68
14.3 Eligibility	68
14.4 Employee Premiums	68
14.5 Benefits Changes During Open Enrollment	68
14.6 Qualified Status Changes	68
14.7 Employee Responsibilities	69
14.8 Benefits Continuation	69
14.9 Measurement of Part-time Hours for Benefits Eligibility	69
14.10 Plan Documents	70

Section 15 – Workers’ Compensation	71
15.1 Policy Statement	71
15.2 Responsibility	71
15.3 Procedures	71
Section 16 – Employee Orientation	73
16.1 Policy Statement	73
16.2 Assignment of Responsibilities	73
Section 17 – Standards of Conduct	74
17.1 Policy Statement	74
17.2 General Provisions	74
17.3 Ethics	74
17.4 Attention / Dereliction	75
17.5 Competence, Judgment and Supervision	76
17.6 Fitness for Duty	76
17.7 Absences and Reporting	77
17.8 Personal Appearance	77
17.9 Professional Conduct	78
17.10 Inappropriate Conduct	78
17.11 Immoral Conduct	80
17.12 Identification	80
17.13 Examinations and/or Tests	80
17.14 Fraudulent Employment	80
17.15 Employee Mobile Devices	80
17.16 Political Activity	81
17.17 Reporting Arrests/Convictions	82
Section 18 – Corrective Action	83
18.1 Policy Statement	83
18.2 General Provisions	83
18.3 Progressive Discipline	84
18.4 Disciplinary Options	84
Section 19 – Grievances	87
19.1 Policy Statement	87
19.2 General Provisions	87
19.3 Grievance Steps	87
19.4 Matters Not Eligible	88
19.5 No Formal Appeal Process	88

Section 20 – Workplace Discrimination and Harassment	89
20.1 Policy Statement	89
20.2 Discriminatory Harassment	89
20.3 Sexual Harassment	89
20.4 Complaint Procedure and Investigation	90
20.5 Corrective Action	91
20.6 Retaliation	91
20.7 Bad Faith Complaints	91
Section 21 – Drug-Free Workplace	92
21.1 Policy Statement	92
21.2 Definitions	92
21.3 Prohibitions	93
21.4 Workplace Prohibitions	94
21.5 Use of Legally Obtained Drugs	94
21.6 When Drug Testing is Required	94
21.7 Random Testing	95
21.8 After-Care Testing	96
21.9 Investigation of Prohibited Drug and Alcohol Use and Searches	96
21.10 Disclosure of Testing Information / Results	97
21.11 Discipline for Violations of Policy	97
Section 22 – Social Media	98
22.1 Policy Statement	98
22.2 Definitions	98
22.3 Scope of Policy	98
22.4 Prohibitions on Social Media Activity	98
22.5 Limitations and Restrictions on Social Media Activity	99
22.6 Application to Other Policies	99
22.7 Corrective Action	100
22.8 Interpretation and Application	100

Section 1 – Personnel Administration

1.1 Authority

1.1.1 General

With the exception of matters reserved by state law or as otherwise reserved by the Board of Commissioners, the general and final authority for personnel administration rests with the County Manager. This Personnel Policy Manual provides statements of policy and establishes personnel administration procedures that are necessary to effectively and efficiently manage County operations and applies to all employees that are under the operational jurisdiction of the Board of Commissioners. It is issued by the County Manager under the authority and with the approval of the Board of Commissioners. This Personnel Policy Manual also applies to employees of County elected officials other than the Board of Commissioners, including constitutional officers, unless (i) an elected official has provided written notice to the County Manager that his or her employees are not covered by this Personnel Policy Manual, or (ii) an elected official has implemented policies or procedures for his or her employees that conflict with particular provisions in this Personnel Policy Manual, in which case only the conflicting provisions of this Personnel Policy Manual shall be inapplicable to the elected official's employees.

1.1.2 Scope of Authority

The County Manager possesses the authority to administer County operations that are under the operational jurisdiction of the Board of Commissioners. The County Manager's authority includes, but is not limited to, the ability to:

- Discipline, discharge, or release employees pursuant to procedures described in this manual;
- Direct the work force;
- Hire, assign, or transfer employees;
- Determine the mission of County departments;
- Determine the methods, means, and allocation/assignment of personnel needed to carry out the County's mission;
- Introduce new or improved methods or facilities or change such methods or facilities;
- Determine reasonable work schedules and establish the methods and processes by which such work is performed;
- Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- Determine position availability by: authorizing lateral assignments; freezing, hiring, and promoting; authorizing delay in position uses due to budget, facilities, or other business necessity; or authorizing temporary assignment into a vacancy;
- Determine the necessity of reclassification of positions and/or reassignment of employees to different positions with different classifications and pay as required by business necessity; and
- Recommend to the Board of Commissioners the addition/deletion of positions.

1.1.3 Delegated Authority

The County Manager may delegate authority to Division/Department Heads in the following areas:

- Discipline or discharge employees pursuant to the procedures described in this manual;
- Direct the work force;
- Hire, assign, or transfer employees;
- Recommend the mission of specific departments;
- Determine the methods, means, and allocation/assignment of personnel needed to carry out the department's mission;
- Introduce new or improved methods or facilities or change such methods or facilities;
- Recommend work schedules and establish the methods and processes by which such work is performed;
- Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- Recommend positions, reclassification of positions, and/or the reassignment of employees to different positions with different classifications and/or pay; and;
- Assume fiscal responsibility of the department.

The County Manager's delegation of authority to Division/Department Heads does not in any way usurp the County Manager's authority to deal directly with the delegated matter if the County Manager deems it necessary or prudent in administering County operations. By way of example and not limitation, the County Manager retains the authority to discipline or discharge employees under the delegated authority of a Division/Department Head or other supervisor if the Division/Department Head or supervisor fails or refuses to take such action and the County Manager deems it necessary or prudent to do so.

1.1.4 Administration of Policy

Proper policy administration includes selecting goals and encouraging the discharge of duties above the minimum standards. The provisions of this manual create high standards of conduct so that training and performance can be aimed at the highest levels and may, in appropriate cases, be the basis for internal discipline. This manual provides general information about County policies, procedures, expectations, and benefits. The information in this manual, however, cannot anticipate every situation or answer every question regarding your employment. Therefore, the policies set forth in this manual may not cover all situations. The County Manager shall make interpretive decisions for those situations that are not specifically covered by this manual. The intent of this Personnel Policy Manual is compliance with all applicable Federal and State laws. In the event of a change in law or a conflict in Federal or State law with the contents of this manual, the Federal and/or State law shall supersede the policies contained within this manual.

1.2 "At Will" Employment

All employment relationships are at the will of the County and the employee. Employees may resign or quit at any time for any or no reason, with or without cause or notice. Similarly, the County may discharge an employee at any time for any or no reason, with or without cause or notice. This manual is not intended to and does not create an employment contract between the County and its employees, nor is this manual intended to imply any right to continuous employment with the County. Your employment is for no specified period of time, and this manual does not limit your right or the County's right to terminate your employment at any time for any reason or no reason.

1.3 Departmental Operating Rules

Departmental Operating Rules and Regulations (sometimes referred to as "Standard Operating Procedures" or "SOPs") may be established and used by Department Heads as applicable. Such Departmental Operating Rules and Regulations shall be limited in scope to the conduct or performance of employees in carrying out their jobs and shall not address subjects such as, but not necessarily limited to, compensation, paid or unpaid leave, or employee benefits. All such Departmental Operating Rules and Regulations and subsequent amendments thereto adopted pursuant to this Section shall be submitted to the County Manager, with a copy to the Human Resources Director for maintenance in the Human Resources office. If the County Manager determines that any Departmental Operating Rules and Regulations exceed the scope allowed in this Section, the County Manager will so advise the Department Head, and the Department Head shall revise the Departmental Operating Rules and Regulations to bring them into compliance. In the event that a conflict arises between an employee's conduct or performance required by Departmental Operating Rules and Regulations and the conduct or performance required by this Policy Manual, then the rule or regulation requiring the higher standard of conduct or performance shall control. This paragraph applies to departments under the operational jurisdiction of the Board of Commissioners and does not affect the creation, administration, or enforcement of any Departmental Operating Rules and Regulations established by any other elected officials. The failure of a Division/Department Head to submit SOPs to the County Manager and Human Resources Director, while it may subject the Division/Department Head to corrective action, will not affect the validity of any corrective action taken against an employee based on those SOPs if the particular provision of the SOP on which the corrective action is based is limited in scope to the conduct or performance of employees in carrying out their jobs.

1.4 Revisions to Manual

This manual may be amended in whole or in part from time to time at the sole discretion of the County in order to maintain legal compliance, operational effectiveness, and desired workplace conditions. Only the Board of Commissioners has the authority to amend this manual. Amendments will be available to all employees upon adoption.

1.5 Personnel Records

1.5.1 Establishment and Retention

Master personnel files on all employees are established and maintained by the Human Resources Department. These files shall be in the custody of the Human Resources Department and shall contain personnel records and actions taken. Files for terminated employees shall be retained as required under all applicable record retention laws. The practice of maintaining copies of these files or portions thereof within the departments is strongly discouraged. If departmental records must be maintained, these records must be kept in a secure location so as to ensure the confidentiality of protected information. The Human Resources Director shall determine the time limit that personnel records shall be kept on file and shall make the final disposition in accordance with State or Federal laws.

1.5.2 Inspection of Records

An employee has the right to review and request copies of his/her personnel file. These requests will be facilitated by the Human Resources Director. In addition, all personnel records/files of employees covered under these policies shall be subject to inspection and protection in accordance with State Open Records laws.

1.5.3 Changes to Records

It is the responsibility of the employee to notify the County of any personal data changes, such as name, address, phone number, emergency contact information, change in beneficiaries, etc. Name changes will require legal documents as back-up (e.g. marriage certificate, divorce decree, etc.)

1.5.4 Verification of Employment

All requests from persons inside or outside Bulloch County for information concerning an applicant, employee, or previous employee must be referred to the Human Resources Department. Only Human Resources representatives are authorized to release such information. Only information on employment dates and position held is released, except as required by law or as authorized by the employee's signed request. However, employees should have no expectation of privacy beyond those specifically exempted by Georgia's Open Records Act.

1.6 Personnel Policy Manual

Scope: The provisions of this manual apply to all employees under the operational jurisdiction of the Board of Commissioners of Bulloch County, Georgia, both on and off duty, unless otherwise indicated, or limited by law. This Personnel Policy Manual also applies to employees of County elected officials other than the Board of Commissioners, including constitutional officers, unless (i) an elected official has provided written notice to the County Manager that his or her employees are not covered by this Personnel Policy Manual, or (ii) an elected official has implemented policies or procedures for his or her employees that conflict with particular provisions in this Personnel Policy Manual, in which case only the conflicting provisions of this Personnel Policy Manual shall be inapplicable to the elected official's employees.

Not a Contract: This manual does not constitute a contract of employment or benefits. Nothing in this manual should be construed as a guarantee of continued benefits from, or

employment by, Bulloch County. All employees are subject to discharge with or without cause. Benefits provided are subject to change or revocation with or without notice. Certain benefits may be summarized in this manual; however, these benefits are governed by the plan documents related to the benefits, and if there is a conflict between a statement in this manual and a plan document, the provisions in the plan document will take precedence.

State and Federal Laws: Where this manual contains summaries of various state and federal laws, the manual is not intended to explain every detail of those laws but merely to inform the employee that certain laws exist in regard to certain subjects. Consequently, there may be exceptions to what is stated, and nothing contained in this manual is intended to expand or limit the rights or obligations of the County or the employee under those laws.

Changes: The Board of Commissioners may elect to modify, revoke, amend, suspend, interpret, terminate, or change any or all of the provisions of this manual without any prior notice to employees.

Titles/Headings: The use of titles or headings in this manual shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

Validity/Severability: Any provision of this manual found to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

Distribution: This manual is posted on the Employee Self-Service portal and may be accessed by any County employee at any time. Additionally, an employee may request a paper copy by contacting the Human Resources Department. ~~Every County employee will have access to a copy of this manual and copies of amendments and revisions as they are adopted.~~

Official Copy: An official copy of the Bulloch County, Georgia, Personnel Policy Manual containing the latest revisions is maintained by the Human Resources Department.

1.7 Definitions

The following words and phrases shall have the following meanings. All other words not defined herein shall have the common and ordinary dictionary meanings, unless a different meaning is required by the context.

Corrective Action: Corrective action includes any actions taken for the purpose of counseling, guiding, correcting and/or disciplining employees, up to and including termination of employment. Corrective action may alternatively be referred to as “disciplinary action.”

County: Unless otherwise defined, “County” refers to Bulloch County, Georgia and/or the Bulloch County Board of Commissioners.

Days: Unless otherwise provided, “days” refers to business days, rather than calendar days or shift days.

Demotion: Demotion is defined as the change of an employee from a position in one grade to a position in another grade at a lower level.

Department Head: The highest administrative employee of a department, whether indicated as Director, Chief, or other job title or rank. Departments are subdivisions of a division.

Division Head: The highest administrative employee of a division. Divisions are made up of multiple departments.

Employee

- **Full-time Employee:** Any employee filling an approved, budgeted position with a regularly scheduled work week of thirty (30) or more hours per week. Most full-time employees are regularly scheduled for at least forty (40) hours per week; however, the regular work schedule of individual employees may vary based on job descriptions and department needs.
- **Part-time Employee:** Any employee with either (a) a regularly scheduled work week of less than thirty (30) hours per week or (b) an irregular, intermittent, or unpredictable schedule of less than an average of thirty (30) hours per week. **See also Section 14.8.**
- **Probationary Employee:** Those newly hired employees who are in their “original probation period” and those employees who have changed positions and are in the “position probation period.”

Exempt Employee: An employee assigned to a position that is designated and qualifies as exempt under the federal Fair Labor Standards Act (FLSA). Exempt employees are compensated on an annual salary basis and do not receive overtime pay or compensatory time off for hours worked in excess of forty (40) during the defined work week.

Non-Exempt Employee: An employee assigned to a position that is not qualified as exempt under the federal Fair Labor Standards Act (FLSA). Non-exempt employees are compensated on an hourly basis and are entitled to receive overtime pay or, with express permission, compensatory time off for hours worked in excess of forty (40) during the defined work week. (Alternate work periods may apply. **See Section 2.2.5.**)

On-the-Job Injury: An on-the-job injury is an injury arising out of employment and sustained in the course of employment.

Overtime Rate: The overtime rate of pay for a non-exempt employee is one and one-half (1½) times the regular rate of pay for that employee.

Promotion: A promotion is defined as the change of an employee from a position in one grade to a position in another grade of a higher level.

Reassignment: Reassignment is defined as the movement of an employee not otherwise covered by demotion, promotion, or reclassification. The terms reassignment and transfer may be used interchangeably.

Reclassification: A reclassification is defined as a position whose classification is altered due to job duties and responsibilities. Reclassifications can be to a higher, lower, or equivalent pay grade.

Supervisor: The term supervisor shall apply to any employee formally assigned to supervisory responsibilities for personnel and operations of a work unit within a larger department of County government. Department Heads, Division Heads and the County Manager should be understood to be supervisors of individuals who report directly to and are evaluated by them.

Unauthorized Absence: Failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse.

Work Week: For purposes of calculating overtime pay under the FLSA, the work week is established as starting at 7:00 a.m. on Monday and ending at 6:59 a.m. on the following Monday.

Section 2 – Attendance and Work Hours

2.1 Policy Statement

In order to maintain a high level of responsiveness to citizens, it is important that employees follow established work hours, avoid tardiness and unauthorized absences, and follow reporting requirements.

2.2 General Provisions

2.2.1 General Business Hours

Administrative offices of the County will be open from 8 a.m. to 5 p.m. Monday through Friday during a regular work week. Unless otherwise approved by the County Manager, normal business hours are from 8 a.m. to 5 p.m.

2.2.2 Hours Worked

The scheduled hours for employees will vary according to position, department, service needs, and work flow. Employees will be notified of their scheduled hours. Any changes in employee schedules, as deemed necessary by supervisors, based on service needs or work flow, will be communicated to employees as far in advance as possible. Any change in work schedule requested by an employee is subject to approval by the employee's supervisor or department head and may be denied.

2.2.3 Time Rounding

To prevent small fluctuations in timekeeping, to help ensure employee pay is consistent from pay period to pay period, and to record time in quarter-hour increments, employee start and end times will be rounded to the nearest quarter-hour. For example, an employee who clocks in at 8:07 will be paid beginning at 8:00, while an employee who clocks in at 8:08 will be paid beginning at 8:15. This rounding is intended to have a neutral impact over time; however, employees who frequently clock in late or leave early may be subject to corrective action.

2.2.4 Overtime Work

Supervisors may schedule overtime for non-exempt employees as deemed necessary. Employees must work overtime if requested by a supervisor. Non-exempt employees may not work overtime, or any other work outside their scheduled hours, without the prior approval of their supervisor or department head.

2.2.5 Overtime Pay

Overtime wages for most non-exempt employees will be paid for any hours worked in excess of forty (40) hours in a work week as required by the Fair Labor Standards Act. These employees must actually work more than forty (40) hours in the applicable work week before receiving overtime pay. (For example, an employee who is paid for 48 hours in a work week would not be entitled to overtime pay if 8 hours of the paid time was for paid annual or sick leave or holiday pay.)

For the purposes of overtime calculation, an alternate work period has been established for some positions pursuant to 29 U.S.C. § 207(k). Overtime (at the rate of one-and-one-half times the regular pay rate) will be paid for the following

employees when the hours worked during the established “work period” exceed the “maximum hours” shown in the chart below.

Employee Group	Work Period	Maximum Hours
Eligible Certified Staff in Sheriff’s Office	14 days	85.5
24/48 Shift Personnel in Fire Department	14 days	106
Shift Personnel in Correctional Institute	14 days	80

Employees working in more than one position with different pay rates will be paid overtime based on a regular rate calculated as the weighted average hourly rate earned during the work week. Annual, sick, holiday, or other types of leave will not count as hours worked for calculating overtime pay.

2.3 Attendance Requirements

Maintaining good attendance is a condition of employment and an essential job function of every employee. An employee will refrain from unauthorized absences or tardiness; abusing sick leave; absences or tardiness that causes significant disruption of service; and excessive amount of time off the job.

2.3.1 Excessive Absences

Specific attendance requirements may be established by supervisors as needed to ensure operational effectiveness. However, as a general rule, three occurrences of unplanned/unscheduled absence in a three-month period are considered excessive and may be grounds for corrective action. *See also Sections 17.7.4 and 13.5.3(6).* This is not intended to prohibit or to penalize an employee for the use of leave granted under the Family and Medical Leave Act (FMLA), or other legally required leave, nor is it intended to restrict the use of vacation (annual leave) time that has been properly requested and approved in advance. *See also Section 13.9.*

2.3.2 Unauthorized Absences

An employee absent from the job without proper authorization for any period of time may be subject to corrective action, up to and including termination of employment. An employee absent from the job without proper authorization for three consecutive workdays may be considered to have resigned his/her position without notice, unless exigent circumstances are demonstrated upon review on a case-by-case basis. *See also Section 7.2.3.*

2.4 Time Increments

Hourly computations for the purpose of compensation and the use of annual, sick, holiday, or other types of leave will be computed in quarter hour increments for non-exempt employees.

Section 3 – Employee Status Changes

3.1 Policy Statement

Employees may undergo any number of changes in status and/or compensation. The purpose of this policy is to identify and describe the more common of these changes.

3.2 General Provisions

3.2.1 Requirement

All new hires, promotions, demotions, reassignments, or transfers are contingent on position availability, the employee meeting the minimum qualifications, and the availability of funds and are at the discretion of the County Manager and Board of Commissioners.

3.2.2 Status Change

Status changes described in this manual may affect compensation, based on position classification and availability of funds. A Personnel Action Form (PAF) must be completed to document all status changes.

3.3 Probation Period

3.3.1 Policy Statement

It is the purpose of the probationary period to serve as a working test period during which both employee and employer can evaluate the job and performance and decide whether to continue the employment relationship. Probationary employees and supervisors should utilize the time to examine all aspects of the job and related performance.

3.3.2 Original Probation Period

Newly hired employees are subject to a three (3) month probationary period in the position to which they are hired (the “Original Probation Period”). New hires who fail to complete the probationary period at an acceptable level shall be terminated from employment.

3.3.3 Position Probation Period

Employees who are promoted, demoted, or transferred to a different position are subject to a three (3) month probationary period in the new position (the “Position Probation Period”). If the employee fails to successfully complete a “position probation period” following promotion, he/she may be terminated or, at the County’s option, he/she may (i) be reinstated in his/her former position at his/her former rate of pay if the position is vacant, or (ii) assigned to any vacant position for which he/she is qualified at a rate of pay within the salary range of the vacant position. If no vacant position for which he/she is qualified is available, the employee will be terminated. If the employee fails to successfully complete a “position probation period” following demotion or transfer, he/she may be terminated or, at the County’s option, he/she may be assigned to any vacant position for which he/she is qualified at a rate of pay within the salary range of the

vacant position. If no vacant position for which he/she is qualified is available, the employee will be terminated.

3.3.4 Extension of Probation

At the discretion of the supervisor, and with notice to Human Resources, the probationary period may be extended one time for an additional three (3) month period. If the probationary period is to be extended, the employee will be notified in writing.

3.3.5 Probation Period Restrictions

Employees in a probationary status are not eligible for reassignment, promotion, or voluntary transfer unless specifically approved by the County Manager or his designee. Employees in their “Original Probation Period” may not use annual leave, except under unusual circumstances as determined by the supervisor or department head.

3.3.6 “At Will” Status

The successful conclusion of a probationary period does not eliminate or alter the “at will” status of the employee. No property interest or appeal rights are granted at the end of the probationary period.

3.4 Promotions and Demotions

3.4.1 Eligibility for Promotion

Employees may be eligible to promote to higher classified positions based on qualifying skills and demonstrated performance.

3.4.2 Reasons for Demotion

Employees may be demoted as the result of failure to meet minimum performance standards established for their position, corrective action, job elimination, or reasonable accommodation. A recommendation for demotion must be in writing and must contain the reasons why it is necessary to recommend demotion rather than alternative personnel actions. Only Division/Department Heads, in consultation with the Human Resources Director, may authorize a demotion. The Division/Department Head shall notify the employee in writing.

3.5 Reassignment

3.5.1 Management Reassignment

An employee may be reassigned to a position in the same rank or classification with different duties and responsibilities at the discretion of the department head.

3.5.2 Temporary Reassignment to Modified/Light Duty

Any employee may be, but is not required to be, temporarily reassigned to modified, lighter, or safer duties for a reasonable time period when the employee is unable to perform his/her current duties based on a medical certification by a physician, or when continued performance of current duties may aggravate a present medical condition/problem as diagnosed by a physician. Determining what is a “reasonable time period” depends on factors such as, but not limited to, the employee’s anticipated progress based on reports from health care professionals, any disruptions in the County’s operations due to the employee’s light duty assignment,

and the County's continuing need for or ability to provide the light duty assignment. The County may require an employee to be examined by an appropriate health professional of the County's choice and at the County's expense if the employee provides insufficient information from his/her treating physician (or other health care professional) to substantiate that he/she is unable to perform current duties. Every reasonable effort will be made to reassign the employee to other duties within the same department. During the reassignment period, the employee will be required by the Human Resources Department to provide periodic reports regarding the employee's ability to perform duties.

If a reassigned employee is unable to resume, with or without reasonable accommodations, his/her original duties within a reasonable time period, the Human Resources Department may assist in evaluating other assignments for a possible transfer into ~~, with approval of the County Manager, assign the employee to a vacant position in~~ another classification for which the employee is qualified and able to perform the essential functions of the position (with or without reasonable accommodations), and at a salary comparable to that of other employees in the same classification. If no vacancy exists in another classification for which the employee is qualified (with or without reasonable accommodations), the employee may be terminated from employment unless additional leave for a specified period is considered a reasonable accommodation to enable the employee to return to his/her original duties and perform the essential functions of his/her original job. Indefinite leave is not considered to be a reasonable accommodation.

3.5.3 Temporary Reassignment to Higher Classification

An employee may be temporarily assigned to an acting status in a higher position having different duties and responsibilities when:

1. An existing position is vacant or the incumbent is or is expected to be absent from work for at least thirty (30) days;
2. Operational effectiveness precludes dispersing the duties of the position among other equally classified employees;
3. The employee meets the minimum qualifications of and is capable of performing the assigned duties of the higher-level position; and
4. The County Manager approves the temporary acting status prior to the reassignment.

It is the responsibility of the Department Head to request temporary reassignment and, if granted, to submit paperwork to return the employee to the previous position and pay once the temporary reassignment has ended.

3.5.4 Employee-Sought Reassignment

Employees may voluntarily seek transfers to equally or lower classified available positions for which they are qualified. Such transfers may not be granted if the County Manager determines that it is not in the best interest of County operations.

3.5.5 Transition from Full-Time to Part-Time

Employees are not permitted to transition directly from a full-time position to part-time employment with the County. An employee who wishes to voluntarily resign from full-time employment and work in an available part-time position may be, but

is not guaranteed to be, rehired following a minimum of a 13-week separation of employment, but only if the employee does not access or transfer funds in his/her retirement account during the separation. An employee wishing to transition from full-time to part-time employment must submit a completed request form to his/her supervisor. Any exception to this policy must be approved by the County Manager. *See also Section 5.9.2.*

3.6 Reclassification of a Position

3.6.1 General Overview

Reclassification of a position may occur at the request of a department head and upon approval of the County Manager when the job duties actually performed, and/or the minimum qualifications of the position have significantly changed since the job description was written. Reclassification may result in a position being placed in a higher, lower, or equivalent classification. Employees whose positions are reclassified will not be subject to a “position probation period”.

3.6.2 Approval

All requests for reclassifications should be submitted to the Human Resources Director for review and analysis. Any recommendation to reclassify a position must be approved by the County Manager.

Section 4 – Nepotism and Non-Fraternization

4.1 Nepotism

4.1.1 Policy Statement

It is the County's policy that relatives (which, for the purposes of this policy, include spouse, child, parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, or any individual living in the employee's household) will not be employed in regular full-time or part-time positions where:

1. One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other;
2. Other circumstances exist which would place the relatives in an actual or reasonably foreseeable conflict between the County's interest and their own.

4.1.2 Options to Maintain Policy Compliance

To address new or newly-discovered relationships that conflict with Section 4.1.1 above, the County will consider the following options:

1. Voluntary movement of either or both employees based on availability of positions in other departments and qualifying skills of the employee(s).
2. Involuntary reassignment of the more senior employee to an available position of equivalent status/grade based on qualifying skills of the employee.
3. Resignation or dismissal from County service.

4.2 Applicability to Relatives of Specific Individuals

4.2.1 Relatives of Members of the Board of Commissioners

Relatives of members of the Board of Commissioners are ineligible for full-time employment by any County department; provided, however, that a relative who is already employed by the County at the time of the election shall be eligible to remain so employed. Assuming other policies and guidelines relating to conflicts of interest are met, relatives of the Board of Commissioners shall be eligible for employment in any County department as part-time employees.

4.2.2 Relatives of the County Manager

Relatives of the County Manager are ineligible for employment in any capacity in any County department.

4.3 Non-Fraternization

4.3.1 Policy Statement

Romantic or sexual relationships between a supervisor and a subordinate employee can cause real or perceived conflicts of interest. In order to prevent these conflicts, the County prohibits such relationships between a supervisor and an employee in a reporting relationship. This policy applies regardless of whether or not both parties freely consent to such relationships. Should a supervisor desire to date or become involved with a subordinate employee, the supervisor should first resign from his/her position with the County. For the purposes of this Section, "reporting

relationship” refers to an individual’s immediate supervisor, the supervisor’s supervisor, or any other supervisory employee further up in the employee’s chain of command.

Romantic or sexual relationships between coworkers who are not in a reporting relationship can also result in real or perceived conflicts of interest. While these relationships are not prohibited by this policy, any resulting behavior that is disruptive, offensive, or inappropriate is prohibited and is grounds for corrective action.

Section 5 – Hiring and Selection

5.1 Policy Statement

Bulloch County is committed to employ, in its best judgment, the most highly qualified candidates for approved positions in compliance with all applicable employment laws. It is the policy of the County to provide equal employment opportunity to all applicants and employees. Authorization from the Human Resources Department is required to initiate any action for an open position including any recruitment efforts or advertising.

5.2 Equal Employment Opportunity (EEO)

The County provides equal opportunity to all employees and applicants without regard to race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, marital status, genetic information, or status as covered veterans in accordance with applicable Federal, State, and local laws. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, placement, promotion, corrective action, termination, reduction in force, transfers, leaves of absence, compensation, working conditions, training, and benefits.

5.3 Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) prohibits unlawful discrimination based on disability in the areas of employment, public services, and public accommodations. The ADA requires employers to reasonably accommodate qualified individuals with disabilities. The County will not unlawfully discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. The County will provide reasonable accommodations to both employees and members of the public, if so requested.

5.4 Selection Criteria

Selection for employment with the County is based on job-related qualifications and is contingent on satisfactory results of such exams or tests as are either required by law or administered due to job-related duties.

5.5 Minimum Age

Eighteen (18) is the minimum age of employment for the County with the exception of selected part-time positions where:

- Persons are at least age 16; and
- The positions are non-hazardous and employment of minors is permitted by law.

5.6 Work Authorization

All employees must provide proof, as required by USCIS Form I-9, of eligibility for employment within the United States, and must maintain work authorization eligibility as a condition of continued employment.

5.7 Application Process

5.7.1 Acceptance of Applications

As a general policy, applications/resumes will only be accepted for positions that are vacant (or in the process of being vacated) and that are posted as open positions.

5.7.2 Recruitment Requests

Upon a vacancy, the supervisor should notify the Human Resources Director. A recruitment announcement/advertisement will be posted listing the position, the minimum qualifications, and the closing deadline for application submission. This announcement will be posted for a minimum of ten (10) business days. Unless otherwise specified, all postings will be open to both internal and external candidates.

Internal-Only postings: With the approval of the Human Resources Director, the Department Head may choose to consider only internal candidates for an existing vacancy. Internal-only postings will be approved when (1) there are a sufficient number of internal candidates from which to select and (2) the vacancy represents a typical career progression for individuals in the candidate pool. In this situation, the Department Head will notify eligible candidates within the department of the vacancy, giving them a minimum of 48 hours to submit an application for the position.

Waiver of posting process: Should a position become vacant within 90 days of having been filled, the position will not require re-advertising if there are additional qualified candidates to consider from the previous posting.

5.7.3 Forms and Submission

All candidates for a position must complete the employment application process. Resumes and letters of interest will be accepted in addition to, but may not be substituted for, the standard application process. Additional information outside the initial employment application may be required for some positions.

5.7.4 Examinations

As determined by the supervisor and the Human Resources Director, the selection process may include, but not necessarily be limited to, one or more of the following: oral interviews, evaluation of experience and training, written / computerized / performance skills test, physical ability skills test, driver history, criminal history, psychological testing, drug test, and reference and background checks. Any written or oral test, performance skills test, or other selection procedures must be valid as to its ability to test for job performance. Any such selection procedure that has an adverse disparate impact on persons subject to Title VII of the Civil Rights Act of 1964, as amended, or any other Federal equal employment law must be validated in accordance with the guidelines of the Equal Employment Opportunity Commission. Candidates for those positions designated as physically demanding and/or safety-sensitive may be required to undergo post-offer physical examinations at the County's expense prior to employment.

5.7.5 Falsified or Omitted Material

Omission or falsification of any material fact on an application or resume or any other official agency documentation disqualifies an applicant for consideration of employment, transfer or promotion. Corrective action, up to and including termination, may be taken against a current employee for an omission or falsification, regardless of when the omission or falsification is discovered.

5.8 Selection

5.8.1 Job-Related Criteria

Selection for employment with the County is based on job-related criteria that may include, but is not limited to:

1. Possession of the necessary knowledge, skills, abilities, training, education, licenses, certifications, and experience required for the position.
2. Satisfactory results on performance tests and/or physical or psychological examinations, or drug and alcohol tests.
3. Satisfactory results on criminal history, driving record, and employment and education reference checks. (Criminal history evaluation will be based on an individualized assessment that includes the nature and gravity of the offense, the time that has passed since the offense and/or completion of the sentence, and the nature of the job sought.)

5.8.2 Position Control

It is the responsibility of the Human Resources Department to monitor all vacancies in order to track authorized positions and the status thereof. No full-time position will be advertised or filled without an authorized vacancy.

5.9 Re-Employment

5.9.1 Re-Employment Eligibility

To be considered for re-employment, a former employee must have demonstrated acceptable prior service with the County and must meet the current minimum qualifications for the position for which he/she is applying. Re-hired employees are subject to the conditions of employment and benefits of a newly hired employee. Re-hired employees are subject to any waiting periods and eligibility requirements in the County's various benefits and retirement plans.

5.9.2 Re-Employment Agreements Prohibited

An employee planning to retire or terminate employment cannot, prior to the retirement or separation of employment, discuss re-employment with anyone at the County in order to facilitate a distribution from the retirement plan that would not otherwise be available. Any re-employment with the County after receiving pension payments must be caused by exigent circumstances that were not anticipated at the time of separation. **See also Section 3.5.5.**

5.10 Emergency Employment

The County Manager may approve emergency employment without advertising the vacancy when the position must be filled immediately.

5.11 Contract Employment

5.11.1 General Overview

Personnel from temporary employment agencies may be utilized from time to time by the County to facilitate business needs. The temporary agency is responsible for hiring, training, assigning, disciplining, and terminating its contract personnel, as well as for payroll/benefits. For performance purposes, contract personnel utilized by the County will be supervised by the Division Head or designee.

5.11.2 Requests for Employment Agency Personnel

Requests for employment agency personnel must be placed through the Human Resources Department and are subject to availability of funds. Temporary assignment must be approved by the Human Resources Director and County Manager prior to the engagement of the contract service.

5.12 Outside Employment

5.12.1 General Overview

The County recognizes that employees may seek additional employment during their off hours to earn additional income or develop new skills and experience. Despite any other outside employment, the Bulloch County job is the primary employment responsibility for any full-time employee. Working extended hours while at a secondary job may adversely affect the health, safety, endurance, and productivity of employees. The County does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime or travel when required by the County. Outside employment also presents the opportunity for conflicts of interest.

5.12.2 Outside Employment

Outside employment is subject to approval by the supervisor or designee. A County employee may not engage in any business, trade, occupation, or profession that:

1. Brings the County into disrepute;
2. Reflects discredit upon the employee as an employee of the County;
3. Interferes with the performance of the employee's County duties;
4. Presents a conflict of interest;
5. Results in misuse of County property or funds;
6. Results in use of the County position for unethical and/or illegal personal gain;
7. Violates department policy or procedure; or
8. Decreases the health, safety or endurance of employees or adversely affects their productivity.

Permission granted is subject to revocation in the event of a subsequent conflict with this policy.

5.12.3 Dual County Employment

Employees may not work in more than one assignment for Bulloch County without the review and consent of the Human Resources Department and the Department Head for the primary position.

5.12.4 Prohibitions

1. If an employee is on leave for personal medical reasons (sick leave, Workers' Compensation, FMLA, etc.), he/she is not able to engage in outside employment without the specific approval of the County Manager.
2. No employees shall engage in outside employment while on duty with the County.

Section 6 – Performance Management and Evaluation

6.1 Policy Statement

The job performance of all employees will be reviewed periodically to determine if the performance of the employee meets expectations. A periodic formal performance evaluation is intended to ensure that all employees:

1. Are aware of what duties and responsibilities are expected;
2. Understand the level of performance expected;
3. Receive timely feedback about their performance;
4. Have opportunities for education, training, and development;
5. Are evaluated in a fair and consistent manner; and
6. Have the opportunity to discuss performance goals.

6.2 General Provisions

6.2.1 Timing

It is intended that the performance of employees will be formally reviewed and documented at least annually for all full-time employees on the schedule prescribed by the Human Resources Department. However, the failure to conduct one or more formal annual reviews of an employee's performance will not give the employee any right to demand a formal review, nor will it excuse in any way the employee's poor performance.

6.2.2 Performance Discussion

Informal reviews by the supervisor throughout the year are encouraged. The purpose is to foster communication, assure common understanding of purpose and expectations, and assist in detecting problems as they develop.

6.3 Evaluation Process

6.3.1 The Evaluator

1. No employee should have any doubt as to whom he/she is accountable for his/her work performance at any given time. If the employee has worked in a different position/department or for a different supervisor during the formal evaluation year, the evaluator should consult with the previous supervisor(s) to gain input/information for the evaluation. All aspects of an employee's work performance for the entire year should be included in the formal evaluation.
2. Division Heads reporting directly to the County Manager will be evaluated by the County Manager.
3. The Chairman and other County Commission members will collectively evaluate the County Manager.

6.3.2 Performance Evaluation Tool

1. The supervisor will document the employee's evaluation using the designated Performance Evaluation tool.
2. All performance evaluation forms and any related documentation shall be maintained by the Human Resources Department.

6.3.3 Evaluation Discussion

1. If possible, the supervisor should give advance notice to the employee prior to his/her performance evaluation discussion. The evaluation discussion should take place in a quiet, uninterrupted environment. Together the supervisor and employee will discuss the employee's performance during the review period and will plan for the next review period. The contents of the review should:
 - Identify the principal duties of the job and measured results of those duties during the review period;
 - Review the expectations of the level of performance and the measured results of meeting those expectations during the review period;
 - Identify and address areas of employee developmental needs;
 - Develop an action plan for training to improve skills or to learn new skills;
 - Set goals and objectives for the upcoming year; and
 - Offer advice on career advancement, specialization, and training.
2. The evaluation discussion with the employee may result in agreed-upon plans (i.e. training needs, goals, etc.) that should be recorded on the performance evaluation.
3. The employee should be given the opportunity to make oral or written comments on his/her performance evaluation.
4. The employee should have access to a copy of his/her performance evaluation.

Section 7 – Separation of Employment

7.1 Policy Statement

Employees leave the County workforce, voluntarily or involuntarily, for a variety of reasons. Regardless of the circumstances, the end of employment shall be conducted in a discreet, respectful, and efficient manner. Procedures may exist affecting the employee's final pay. Employees should make themselves aware of these procedures.

7.2 Employment Separation

7.2.1 Resignation

Any non-exempt employee who wishes to resign or retire is requested to submit a written notice of resignation to his/her supervisor at least two (2) weeks prior to the effective date of the resignation. Exempt employees are requested to give at least four (4) weeks written notice. The resignation notice should indicate the reason for resigning and the last working day or shift with the County. **The resignation effective date should be the last day the employee will actually perform work and should not be a holiday or other non-work day.**

Leave Time During Notice Period: Employees will not be allowed to use annual leave during the notice period unless it was scheduled and approved prior to giving notice.

Annual Leave Payment / Annual Leave Offset: Employees who voluntarily resign from the County will be paid the balance of their unused annual leave, accrued through the last day worked. However, employees who choose not to provide written notice or who provide less than the expected notice period will receive a reduction in their annual leave balance to offset the amount of notice not given.

Wages in Lieu of Notice: An employee who submits a notice of resignation may be requested to leave immediately, or at any time during the notice period, at the discretion of the County. If the supervisor relieves the employee from duty for some or all of the notice period, the employee will be paid "wages in lieu of notice" through the effective date of his/her resignation (maximum of two weeks for non-exempt employees and four weeks for exempt employees).

7.2.2 Failure to Report (Job Abandonment)

An employee who is absent from work for a period of three (3) consecutive working days without notifying his/her supervisor of the reasons for his/her absence and without receiving permission to remain away from work shall be considered as having quit without notice; provided, however, that the failure to contact his/her supervisor was not caused by unavoidable emergency circumstances that made such contact impossible. The official termination will be effective as of the date of the third consecutive day with no notification. An employee who "quit without notice" under these circumstances will forfeit the payment of any unused annual leave. Nothing in this policy is intended to prohibit termination of the employee prior to expiration of the three-day absence period for a reason other than job abandonment.

7.2.3 Involuntary Termination

Employees who are involuntarily terminated (commonly referred to as “fired”) from the County will be notified of the reasons for the dismissal and the date of the dismissal. The Human Resources Director should be consulted prior to the involuntary termination of an employee. Individuals who are involuntarily terminated will forfeit payment for unused annual leave. Resignation in lieu of termination is considered involuntary, for the purposes of this policy.

7.2.4 Loss of Job Requirement(s)

Any employee who is unable to do his/her job adequately because of loss of, or inability to obtain, a necessary license or other requirement may be terminated. The effective date will be the last day worked. A separation for this reason will not result in the forfeit of unused annual leave balance.

7.2.5 Death of Employee

An employee who dies shall be separated as of the date of death. Any salary due the employee, along with any unused annual leave balance, will be paid as required by law.

7.2.6 Exit Interview

After receiving written notice of voluntary resignation or retirement, the Department Head or Division Head shall notify the Human Resources Director and will forward the original written notice of resignation or retirement to Human Resources. Whenever possible and practical, the Human Resources Department will conduct an exit interview with departing full-time employees.

7.2.7 Separation Notice and Notification of Benefits

All employees who leave employment with the County either voluntarily or involuntarily will receive a Separation Notice. Employees will also receive, if applicable, information related to discontinuation of benefits, COBRA, final pay, etc.

7.3 Reduction in Work Force

7.3.1 Statement of Policy

A reduction-in-force (also referred to as a “layoff”) may result in the separation of an employee due to abolishment of a position, a shortage of funds or work, a need to increase efficiency, material change in the duties or organizational unit of the Department, or for any other reason. No reduction-in-force shall be made for the purpose of dismissing an employee for incompetence, misconduct, or for other reasons specific to the employee. The reduction does not reflect discredit upon the service of the employee.

7.3.2 Procedures

The County Manager is authorized to initiate a reduction in force. Probationary or non-regularly scheduled employees will be considered for layoff prior to full-time or regular part-time employees being affected. Prior to the reduction-in-force, consideration may be given to work records, performance history, assigned duties, job skills, and length of service in determining which employees shall be eliminated in the affected job class. Seniority will be considered when performance and

qualifications are equal. An employee shall not be terminated based on race, color, creed, religion, sex, sexual orientation, gender identification, national origin, age, disability, genetic information, or any other category protected by Federal and/or State law. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

7.4 Name Clearing Hearings

7.4.1 Right to Name Clearing Hearing

Any employee who has been discharged from employment with the County shall be entitled to a name clearing hearing before the Board of Commissioners if the discharged employee believes or alleges that the County or any of its officers or employees made public a false statement of a stigmatizing nature about the discharged employee in connection with his/her discharge from employment.

7.4.2 Procedure for Name Clearing Hearing

Any employee who believes that he/she is entitled to a name clearing hearing may submit a written request for a name clearing hearing to the Human Resources Director. The written request must be received by the Human Resources Director within 30 days of the date of the employee's discharge and shall include the specific statement or statements that the employee alleges were false and stigmatizing in connection with the employee's discharge. Upon receiving the request, the Human Resources Director shall take steps to schedule a name clearing hearing before the Board of Commissioners and shall notify the requesting employee in writing of the time and place of the hearing. The name clearing hearing shall be held before the Board of Commissioners in a meeting that is open to the public. The employee's failure to submit a timely written request will nullify the employee's entitlement to a name-clearing hearing.

7.4.3 Purpose of Name Clearing Hearing

The purpose of a name clearing hearing is to allow the employee to present evidence in an attempt to publicly clear his/her name of any allegedly false and stigmatizing statements made in connection with the employee's discharge. The purpose is not for the Board of Commissioners to reconsider the employee's discharge from employment or to reinstate the employee to his/her former position with the County. Therefore, the Board of Commissioners will not make any decisions regarding any matters presented at the name clearing hearing.

Section 8 – Use of County Property and Equipment

8.1 Policy Statement

The County is committed to providing a safe workplace and has a substantial investment in the property and equipment used to provide employees the tools for the effective and efficient accomplishment of County business. The appropriate use of facilities, vehicles, equipment, and other items is expected from employees. Additionally, this policy governs the use of computer and electronic communications systems.

8.2 Definitions

For the purposes of this Section, the following definitions shall apply:

8.2.1 Electronic Communications Systems

“Electronic Communications Systems” is defined as Internet, electronic mail, telephone, voice mail, facsimiles, pagers, cellular phones, radios, computer and computer networks, directories, and files.

8.2.2 Property

“Property” includes all facilities, vehicles, furniture, supplies, and equipment provided and/or used in the course of employment, including telephone, computer, and Electronic Communications Systems.

8.2.3 Sensitive Data

“Sensitive data” includes personally identifiable information (such as social security numbers and dates of birth), medical information about any individual or group of individuals, financially private information (such as credit/debit card numbers and account numbers), and any other information that is not appropriate to release without authorization.

8.3 General Provisions

8.3.1 Authorization and Use

An employee shall not, regardless of value, take County Property without authorization. The use of County Property for personal gain or for other than official duty-related use is prohibited.

8.3.2 Care

Employees shall exercise care in maintaining, protecting and securing County-owned Property and shall report loss or damage to a supervisor immediately.

8.3.3 Physical Security of Electronic Communications Systems

Computer hardware, software, and data storage devices should be protected from misuse, unauthorized access and environmental hazards. Storage media devices should be kept out of sight and, if they contain Sensitive Data, secured. Storage media devices containing Sensitive Data must not be removed from Bulloch County premises without authorization from the supervisor; if such authorization is granted, these devices must be safeguarded against loss or access by unauthorized individuals.

8.4 Privacy

No employee shall have an expectation of privacy in any Property. This includes the use of the computer and Electronic Communications Systems, including, but not limited to, the e-mail and voice mail messages he/she creates, stores, sends, and receives, and the Internet sites he/she visits.

8.4.1 Inspection of Property

Employees may be assigned and/or authorized the use of County-owned vehicles, lockers, desks, cabinets, computers, etc., for the convenience of the County and its employees. Management reserves the right to search Property assigned to employees as well as documents in employee desks, lockers, file cabinets, etc.

8.4.2 Monitoring

The County has the right to monitor any and all aspects of its computer and Electronic Communications Systems, including, but not limited to, monitoring sites visited on the Internet, reviewing material downloaded or uploaded to the Internet, and reviewing e-mail sent and received. Such monitoring may be conducted at any time and without notice. Use of the Property automatically constitutes consent to such monitoring, including, but not limited to, GPS tracking on County vehicles.

8.4.3 File Server Usage

Personal data, including but not limited to photos, music files and personal documents, should not be stored on the County network. The County reserves the right to delete any and all stored data not related to County business without notice to the employee.

8.5 Corrective Action

Employees may be subject to corrective action, up to and including termination of employment, for improper use of Property. Repayment for loss or damage may be required under this Section in addition to, or in lieu of, corrective action. Required repayment may be made by payroll deduction from the employee's pay as necessary to recoup the amount to be recovered.

8.6 Electronic Communications Systems

8.6.1 No Right to Privacy

Employees will not have privacy rights with respect to any activity using County-provided Electronic Communications Systems. All data, including e-mail messages composed, sent, and received on County Electronic Communications Systems, are the property of the County.

8.6.2 Professionalism

At all times users have the responsibility to use Electronic Communications Systems in a professional, ethical, and lawful manner. Users should use the same care in drafting e-mail and other electronic documents as they would for any other written communications. Users should always strive to use good grammar and correct punctuation. Anything created or stored on the Electronic Communications Systems may be reviewed by others, and the quality of communications is a direct reflection upon the County.

8.6.3 Appropriate Use

Personal use of the Electronic Communications Systems is a privilege that may be revoked at any time. Occasional, limited, and appropriate personal use of the Electronic Communications Systems is permitted if the use:

1. Does not interfere with the user's work performance and productivity;
2. Is not excessive per management's discretion;
3. Does not interfere with any other employee's work performance and productivity;
4. Does not compromise the integrity of the Electronic Communications Systems; and
5. Does not violate any other provision of this policy or any other policy, guideline, or standard of the County and any local, State or Federal laws.

8.6.4 Inappropriate Use

Under no circumstances should the Electronic Communications Systems be used for sending, transmitting, intentionally receiving, copying, or storing any communication that is fraudulent, harassing, discriminatory, sexually explicit, profane, obscene, intimidating, defamatory, or in the County's sole opinion otherwise unlawful or inappropriate. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor and the Human Resources Department. Exceptions are limited to investigations into criminal activities, which may require the use of the Internet for information and intelligence gathering. Other prohibited uses of the Electronic Communications Systems include, but are not limited to:

1. Utilizing social media sites (e.g. Facebook®, Twitter®, and others) for non-work related purposes;
2. Sending copies of documents, messages, software, or other materials in violation of copyright laws;
3. Compromising the integrity of the County and its business in any way; and
4. Advertising or conducting personal business activities.

8.6.5 Information Security

Employees should know and abide by any County or departmental directives dealing with security and confidentiality of Bulloch County records and should avoid, when possible, transmitting Sensitive Data.

8.6.6 Avoiding Malware

Employees should exercise caution when downloading files from the Internet, accepting e-mail attachments from outsiders, or using storage media devices from non-County sources. These files may contain malicious software (commonly referred to as "malware") that can damage the County's computer network. If an employee suspects that a virus has been introduced into the County's network, he/she should notify his/her supervisor and the contracted IT vendor immediately.

8.6.7 Misuse of Software

Without prior authorization from the County's IT representative, employees may not do any of the following:

1. Copy software for use on their home computers or to other computers;
2. Provide copies of software to any independent contractors of the County or to any third person;
3. Install software on any of the County's workstations or servers;
4. Download any software from the Internet or other online service to any of the County's workstations or servers;
5. Modify, revise, transform, recast, or adapt any software; or
6. Reverse-engineer, disassemble, or decompile any software.

Employees who become aware of any misuse of software or violation of copyright law should immediately report the incident to the contracted IT vendor.

8.6.8 Passwords

Authorized users will be given a log-in name that allows access to the network. Each user will have a personalized password, which should be obscure in nature and not divulged to others. Any device (including but not limited to both County-owned and employee-owned cell phones, tablets, and laptops) that contain County business or data must be password-protected. Any employee with knowledge of any password that is not his/her own shall report it to his/her supervisor immediately. No employee shall attempt any unauthorized access to the system.

8.6.9 Public Records and Disclosure

An electronic message (e-mail) sent or received by the County's Electronic Communications System in the conduct of public business is subject to the Open Records Law and may be considered a public record. E-mails stored and accessible (whether from the employee's computer, from a file server, from a system backup, or otherwise stored), are still public records and must be produced upon request unless the e-mail or any portion is exempt from disclosure under the Open Records Law. Electronic records are also subject to Records Retention laws and must be properly saved in accordance with retention policies.

Section 9 – Safety and Accident Reporting

9.1 Policy Statement

The County is committed to providing a safe workplace. Employees are expected to take an active role in promoting workplace safety by reporting unsafe working conditions and by following safety rules in this manual and of their respective departments.

9.2 General Provisions

9.2.1 Division Head Responsibility

Each Division Head is accountable for the safety of employees within the division and should ensure that individual supervisors are (1) providing safety information to employees and (2) encouraging and promoting safe work practices among their employees.

9.2.2 Supervisor Responsibility

Direct responsibility and oversight for the safety of any operation or function rests with the immediate supervisor. The supervisor is expected to provide department-specific and task-specific safety training for employees and to ensure that departmental new hires have received safety information specific to their job responsibilities. The supervisor is also responsible to ensure employees are provided, and are using, personal protective equipment as needed.

9.2.3 Safety Committee Responsibility

The County Safety Committee is comprised of representatives from various County departments and is responsible for reviewing/analyzing accident trends, recommending safety policies or activities, promoting awareness of safety and loss control tools, and communicating safety-related information to employees.

9.2.4 Human Resources Department Responsibility

The Human Resources Director chairs the Safety Committee and is responsible for implementing and overseeing safety initiatives, conducting quarterly Safety Committee meetings, and distributing periodic reports to Division Heads and the County Manager.

9.2.5 Employee Responsibility

Employees are responsible for exercising care and good judgment in preventing accidents and for observing safety rules and procedures when performing their duties. Employees are required to:

1. Report all accidents to their supervisor immediately;
2. Report any unsafe work conditions, equipment, or practices to their supervisor as soon as possible;
3. Attend scheduled safety meetings and activities; and
4. Maintain contact (in the event of an on-the-job injury resulting in lost work time) with the supervisor and the Human Resources Department regarding work status.

9.2.6 Equipment Repair

An employee has a responsibility to report the need for repairs of any County-owned or leased property issued to the employee. No employee shall alter, repair, or in any way change, add to, or remove any parts or accessories of any County-owned or leased property without the permission of the supervisor.

9.3 Personal Protective Equipment

The County will provide items of personal protective equipment to be used by employees while performing certain job functions. Supervisors will direct the use of personal protective items when warranted, and employees are required to comply with such direction.

9.4 Seat Belt Use

Seat belts shall be used by all persons, both drivers and passengers, when (a) in a County vehicle when the vehicle is operating, (b) in any personal vehicle when the personal vehicle is being used for County business, and (c) on all County construction equipment when equipped with a seat belt.

9.5 Accidents

9.5.1 Prompt Notification of Supervisor

All of the following, collectively referred to throughout this Section as an "Accident," shall be promptly reported to the immediate supervisor:

1. All injuries to an employee or other person occurring during the course of business;
2. All accidents involving County-owned or issued vehicles or equipment, whether or not occurring during the course of business;
3. All accidents involving personal vehicles or equipment used during the course of business; and
4. All property damage occurring during the course of business.

9.5.2 Employee Responsibilities – Vehicle Accidents

Unless transported from the accident scene for medical treatment, the employee involved in a job-related accident involving a vehicle should:

1. Report the Accident and any injuries to local law enforcement. A copy of the report should be forwarded to the Human Resources Department when received from the agency.
2. Notify his/her supervisor or designee.
3. Obtain the name, address, phone number, and name of insurance company of other party.
4. Record the name, address, and phone number of any witnesses, if possible.
5. Be courteous, but not make or sign any statement for anyone other than the officer/deputy responding to the scene, the employee's supervisor, the Human Resources Department or, when approved by the supervisor or Human Resources, the insurance representative for the County.
6. Remain at the scene until excused by law enforcement personnel.

7. Not discuss or reveal information or provide statements to non-County personnel subsequent to the Accident. This does not prohibit cooperation with law enforcement investigations outside the County's jurisdiction.
8. Arrange towing of damaged County vehicle, if necessary.
9. Submit to all requested post-Accident testing as directed by the supervisor or other County management representative.

9.5.3 Accident/Incident Reporting to Human Resources

The supervisor or other designated employee should complete an Accident/Incident Report and submit to the Human Resources Department promptly following the accident. For serious accidents, the Human Resources Department should be notified by telephone as soon as possible.

9.6 Workplace Violence

9.6.1 Policy Statement

The County is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Bulloch County has adopted the following guidelines to deal with intimidation, harassment, or other threats of violence that may occur during business hours or on its premises.

9.6.2 Scope

This prohibition against threats and acts of violence applies to all persons involved in the operation of the County, including but not limited to, County personnel, contract and temporary workers, and anyone else on County property. All employees, elected officials, members of the public, and guests should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

9.6.3 Restriction on Conduct

Conduct that **harms**, threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated.

9.6.4 Duty to Report

All threats of or actual violence are to be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats or acts by employees, as well as threats or acts by customers, vendors, inmates, or other members of the public. When reporting a threat or act of violence, you should be as specific and detailed as possible.

9.6.5 Investigation

The County will promptly and thoroughly investigate all reports of threats of or actual violence. In order to maintain workplace safety and the integrity of its investigation, the County may suspend employees, either with or without pay, pending investigation.

9.6.6 Corrective Action

Anyone responsible for violence, threats of violence, or other conduct that is in violation of these guidelines will be subject to prompt corrective action up to and including termination of employment.

9.6.7 Protective Orders

Employees who have obtained an order of protection against another individual are encouraged, but not required, to consult with the Human Resources Department to determine whether any notifications or other actions may be appropriate.

Section 10 – Vehicle Use and Operation

10.1 Policy Statement

It is the County's policy that vehicles used for County business be operated in a careful, safe, and prudent manner consistent with all policies, regulations, and procedures of the County and with all local and State laws. County vehicles will be maintained in a safe and cost-effective manner and will be used only for intended purposes. Employees are expected to display courteous and considerate driving habits when operating a County vehicle or a personal vehicle for County purposes.

10.2 Authorized Uses

Vehicles owned by or otherwise controlled by the County are authorized for use in performance of essential travel and transportation duties, including the following authorized uses:

1. The performance of law enforcement duties.
2. When on official travel status, between place of business and place of temporary lodging.
3. When on official travel status and not within reasonable walking distance between either of the above places and: 1) places to obtain meals; 2) places to obtain medical assistance, including drugstore.
4. Transport of officers, officials, employees, clients or guests of the County, including transport of consultants, contractors, or commercial firm representatives when in direct interest of the County.
5. Transport of materials, supplies, equipment, parcels, baggage or other items belonging to or serving the interest of the County.
6. Transport of any person or item in an emergency situation.
7. Commute between place of dispatch or place of performance of official business to personal residence, if employee is assigned a vehicle with take home privileges.
8. "De minimis" personal use such as lunch or an occasional stop for a personal errand on the way between a business delivery location and the employee's home.

10.3 Unauthorized Uses

Unless express permission has been otherwise granted by the County Manager, use of a County vehicle is not authorized for unofficial travel duties or tasks, the transport of unauthorized persons or items, or the performance of tasks outside the rated capabilities of the vehicle. The following are considered unauthorized uses:

1. Travel for reasons of a personal nature and not connected with the accomplishment of official business, except for authorized commuting and "de minimis" personal use.
2. Travel or task performance beyond the stated capabilities of the vehicle.
3. Transport of family, friends, associates or other persons who are not employees of the County or serving the interest of the County, except for authorized commuting and "de

“de minimis” personal use. An example of “de minimis” personal use is taking a child to school on the way to work.

4. Transport of hitch-hikers, except in the case of law enforcement personnel.
5. Transport of items or cargo having no relation to the conduct of official business, except for “de minimis” transport.
6. Transport of acids, explosives, weapons, ammunition or highly flammable material except in an emergency, public safety situation, or performance of an authorized task in the normal performance of duties.
7. Transport of any item, equipment or cargo projecting from the side, front or rear of the vehicle in such a manner as to constitute a hazard to safe driving.
8. Extending the length of dispatch beyond that required to complete the official business purpose of the trip.
9. Loan of vehicle for use in non-County functions, unless authorized by the County Manager.

10.4 Use of County Vehicles Preferred

Employees are encouraged to, when possible, use County vehicles instead of their own personal vehicles for official County business, including to attend training, run errands for the County, or any duties that would require transportation.

10.5 Driver Qualification

In order to operate a County-owned vehicle in the course of business, an employee must:

1. Be at least 18 years of age;
2. Have a valid Driver’s License for the class of vehicle to be driven;
3. Be otherwise qualified under Federal and State regulations to drive the vehicle;
4. Be trained and authorized to operate the vehicle; and
5. Not be disqualified due to driving history (see “Driver Disqualification” below).

10.6 Driver Disqualification

Employees and applicants will not be qualified to drive a County vehicle, nor a personal vehicle for County business, if one or more of the following have occurred within the prior 36 months. Any exception to this policy must be approved by the Human Resources Director.

1. Conviction of an alcohol or drug-related offense while driving (includes Driving Under the Influence, Driving While Intoxicated, etc.);
2. Conviction of three or more speeding violations or one or more other serious driving violations.

Employees may also be disqualified from driving following a charge of Driving Under the Influence or other serious violation.

10.6.1 License Review and Motor Vehicle Record Checks – Pre-Employment

The County will check motor vehicle records of applicants prior to making offers of employment. As part of the hiring process, applicants will be required to sign a

written consent form allowing the County to check motor vehicle records at any time prior to or during their employment.

10.6.2 License Review and Motor Vehicle Record Checks – Periodic

To ensure the maintenance and validity of driver's licenses, driving records of employees who operate vehicles for work purposes ~~will~~ **may** be examined by the Human Resources Department on a periodic basis. An employee having an unacceptable MVR, as described above, may be subject to termination.

10.6.3 Notification Requirements

Employees who operate vehicles in the course and scope of their employment must notify their supervisor:

1. When their driver's license becomes invalid or suspended for any reason. Such employees will immediately be prohibited from operating vehicles on County business.
2. When they receive a citation for any violation while operating a County vehicle. The employee will be responsible for paying any fine or penalty incurred and will be subject to corrective action, up to and including termination. Failure to report a citation received may also be grounds for corrective action, up to and including termination.
3. When they receive a citation, whether such citation occurred on-duty or off-duty, for Driving Under the Influence, Hit-and-Run, Reckless Driving, or other serious driving offense. This requirement applies regardless of whether the vehicle being driven is owned by the County, owned by the employee, or owned by a third party.

10.7 Operation of Vehicles

1. Employees shall operate any vehicle used for County business in a careful and prudent manner and shall obey the laws, policies, regulations, and procedures of the County and State pertaining to such operation.
2. County vehicles are to be used only as required for the performance of job duties. Under no other circumstances should County vehicles be used for personal benefit or to transport family members or other unauthorized persons unless authorized by the County Manager or by the "Take Home Vehicle Policy". **See also Section 10.11.** Employees may, however, offer temporary assistance to a motorist with a disabled vehicle who needs emergency assistance.
3. County vehicles may be used to transport an employee to the doctor or hospital when an on-the-job injury occurs.
4. Employees who operate vehicles shall inspect the vehicle daily prior to driving. Any defective equipment shall be reported immediately to the driver's supervisor.
5. Drivers are responsible for the daily inside cleaning of vehicles; removal of drink cans, food wrappers, paper, and excessive soil; and for ensuring that vehicles are washed and waxed on a regular basis.
6. Smoking, vaping (the use of e-cigarettes), and other tobacco use in County-owned or leased vehicles is prohibited. **See also Section 11.2.**

7. Vehicles left unattended will be locked with engine off and the key removed from the ignition and retained by the driver.
8. Drivers shall adhere to all County safety procedures for vehicle operation and also to any additional departmental procedures for vehicle operation.
9. Drivers must never operate a vehicle when physically impaired or otherwise unfit to do so. This includes operating a vehicle while using or under the influence of alcohol or drugs, or while taking prescription or over-the-counter medications that may alter the employee's ability to safely operate a vehicle or equipment.
10. Drivers must wear seat belts at all times and ensure that each passenger in the vehicle is also restrained by a seatbelt.
11. In the event of an accident involving a County vehicle, drivers must follow all established accident reporting procedures.

10.8 Duty Restrictions

A physical, mental, or driving skill impairment that cannot be reasonably accommodated that affects an employee's ability to safely operate a motor vehicle, or failure to comply with the driver qualifications outlined in this Section, precludes that employee from operating any vehicle for County business. If the operation of a vehicle is an essential job duty, an attempt will be made to place the employee in a non-driving position. If such a position is not available, the employee will be relieved of duty. If the vehicle prohibition is due to suspected physical or mental impairment, the employee may be subject to a fitness for duty evaluation.

10.9 Non-employee Drivers

Individuals who are not employed by the County are not authorized to operate County vehicles unless:

1. Emergency circumstances exist; or
2. The express prior written approval of the County Manager and/or Chair of the County Commission is obtained.

10.10 Personal Vehicle Usage

Should an employee drive his/her own personal vehicle in the course of County business, he/she will assume all liability for property damage to his/her personal vehicle that occurs in the normal course of use and shall waive any claims against the County as a result of any such property damage. Employee must maintain automobile liability insurance of at least the minimum limits required by state law. Since the County does not accept liability of an employee's vehicle, it is always in the best interest of the employee to use a County vehicle if at all possible.

10.11 Take-Home Vehicles

1. Eligibility and Authorization

The following criteria apply to all requests for authorization to drive a County vehicle home:

1. Drivers of County vehicles must possess a valid State of Georgia Driver's License required for the type of vehicle being operated or a valid Driver's License from the state in which the employee resides which allows the employee to legally operate a County vehicle on Georgia roads;
2. The employee must be required to regularly return to work on County business, which includes checking facilities when problems arise or responding to emergency or medical situations. These duties must be articulated in the job description of the employee.
3. Take-home privileges must be authorized in writing by the County Manager.
4. Division Heads may remove take-home vehicle privileges from employees for disciplinary reasons, poor cleanliness, poor maintenance, at-fault accidents, unsafe driving, or excessive wear or abuse. Division Heads should notify the County Manager of the removal of any take-home vehicle privileges.

10.11.2 Vehicle Assignment

The assignment of a specific take-home vehicle will be determined by the Division Head. Vehicle assignments are based on availability. All vehicle assignments are subject to recall at any time.

10.11.3 Business Use

Except as specified in this manual, County vehicles are furnished for official County business and may not be used for personal reasons without express written consent by the applicable Division Heads or as allowed by this policy. The following exceptions are authorized:

1. Employees with "take home" privileges are authorized to make stops while traveling to and from work for legitimate reasons (i.e. Doctor/dentist, gym/fitness center, grocery store, etc.).
2. Employees are allowed to transport immediate family members to and from work, school, and day care while en route to and from work themselves.
3. County vehicles may be used to transport an employee to the doctor or hospital when an on-the-job injury occurs.

10.11.4 Prohibited Stops

While operating a take-home vehicle, employees are prohibited from patronizing bars, package stores, or any establishment that would reasonably be expected to result in public criticism. Violation of this Section shall result in discontinued privileges from the program.

10.11.5 Passengers

No passengers except those expressly allowed in this policy may be transported in take-home vehicles unless they are connected to County business or unless authorized by the Division Head or County Manager.

10.11.6 Driver's Responsibilities

Drivers who are assigned take-home vehicles are required to ensure the vehicle is maintained and repaired as needed, reasonably clean on the inside and outside, and refueled as needed.

Section 11 – Tobacco-Free Environment at County Facilities

11.1 Policy Statement

Consistent with the public health concerns addressed by the adoption of the Georgia Smokefree Air Act of 2005, all County enclosed buildings and vehicles are hereby declared to be smoke-free areas. In addition, based upon the maintenance and cleanliness issues presented by the use of smokeless tobacco that gives rise to increased facility costs and resulting public health concerns, all County enclosed buildings and vehicles are hereby declared to be tobacco-free areas.

11.2 General Provisions

The following rules relative to smoking, vaping (e-cigarettes), and the use of other tobacco products have been established:

11.2.1 Prohibited Use

1. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) are prohibited in all County buildings and County vehicles;
2. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) by County employees are prohibited at both public and employee entrances of County buildings; and
3. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) are prohibited at outdoor facilities (parks, pools, etc.) when citizens are present.

Section 12 – Compensation

12.1 Policy Statement

The County strives to maintain a competitive pay structure for the purpose of recruiting and retaining an effective and efficient workforce. The pay structure is designed to compensate employees based on the relative worth of the position itself, while recognizing and rewarding individual employee performance through merit increases, where appropriate and within budgeted funds. The pay plan is designed to comply with Federal and State law, including the Fair Labor Standards Act (FLSA). All aspects of the pay plan are contingent upon the availability of funds as determined in the sole discretion of the Board of Commissioners.

12.2 Pay System

12.2.1 Pay Period

All County employees will be paid on a bi-weekly basis. For purposes of computing overtime pay due under the FLSA, the workweek will start at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. The normal pay date will be Friday following the end of a pay period. The payroll schedule may be adjusted slightly when a holiday occurs during payroll week.

12.2.2 Time Increments

All compensable hours earned by non-exempt employees will be in increments of the nearest quarter hour.

12.2.3 Combination of Pay

When receiving any type of accrued leave (annual, sick) for absences from work, the combination of the pay received for accrued leave and compensable hours during a workweek cannot exceed the employee's normal number of hours worked per workweek. **See also Section 13.2(7).**

Example: Frank has a normal schedule of 40 hours per week but occasionally works overtime. Frank calls in sick on Tuesday, but, because he stays late to assist with a project on Friday, he works 34 hours that week. Therefore, Frank would not need to use a full 8 hours of his accrued sick leave to make him "whole" (i.e., to get 40 hours) for that week. Frank would be paid 40 hours – 34 regular and 6 sick – for the week.

12.2.4 Employee Time Records and Payroll Deadline

All non-exempt employees are required to record their work time daily either by utilizing a time clock or by completing a time sheet. The method of timekeeping will be determined by the supervisor, in coordination with the Payroll Office. Employees must accurately record actual hours worked including starting time, ending time, and meal breaks. Time records must be verified by the employee and approved by the supervisor. Employee time records must be completed, verified, and approved in sufficient time to comply with the deadlines established by Payroll. Special submission deadlines may be established during holiday weeks.

12.2.5 Direct Deposit

Bulloch County payroll is distributed via direct deposit into the banking or financial institution of the employee’s choice. Employees are required to provide accurate routing and account numbers to the Payroll office, and to update the information when changes to the account occur. Account information will not be accepted via email. Should an employee be unable to open or maintain an appropriate account, he/she should contact Human Resources or the Payroll office for additional options.

12.3 Types of Pay Other Than Base Rate

12.3.1 Overtime Pay

Overtime work is work performed by a non-exempt employee which exceeds 40 hours in a workweek, or which exceeds the number of hours in the following work periods for certain employees adopted under Section 207(k) of the FLSA and 29 C.F.R. Part 553:

Type of Employee	When Overtime is Earned
Eligible certified staff in Sheriff’s Office	Over 85.5 hours in each 14-day work period that begins and ends with each 2-week pay period
24/48 Shift Personnel in Fire Department	Over 106 hours in each 14-day work period that begins and ends with each 2-week pay period
Shift Personnel at County Correctional Institute	Over 80 hours in each 14-day work period that begins and ends with each 2-week pay period

All overtime work must be pre-authorized by the supervisor. Compensation for overtime hours shall be at one and one-half times the employee’s regular rate. Annual, sick, holiday, or other types of leave will not be considered as hours worked for overtime computation purposes. An employee whose actual work hours equal or exceed 40 hours in one week (or the number of hours that employee regularly works in one week, if higher than 40) shall not receive additional annual leave pay or sick leave pay for that week. Exempt employees are not eligible for overtime pay.

12.3.2 Compensatory Time

Employees will receive overtime compensation when appropriate. The accrual of FLSA compensatory time (“comp time”) in lieu of overtime payment is generally prohibited. However, with written permission of the County Manager, Department Head approval and the employee’s prior agreement, non-exempt employees entitled to overtime pay may receive compensatory time off (also referred to as “comp time”) at a rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of cash payment for the overtime hours. The employee must agree to accept compensatory time in lieu of cash payment prior to the performance of the work. If the compensatory time option is exercised, the employee is credited with one and one-half hours of compensatory time for each hour worked as overtime.

1. Accrual

Employees whose work regularly includes a public safety activity, an emergency

Attachment: 2022 Policy Edits - Marked Up (Resolution Approving Updates to Bulloch County Personnel Policy Manual)

response activity, or a seasonal activity may not accrue more than 480 hours of compensatory time. All other employees may not accrue more than 240 hours of compensatory time. Employees must be paid in cash for any overtime hours worked above these maximum accruals. Employees engaged in public safety, emergency response or seasonal activities who transfer to positions subject to the 240-hour limit will carry over to the new position any accrued compensatory time. At the County's option, the employee may not be paid in cash for any accrued compensatory time in excess of the 240-hour limit; however, the employee will be paid in cash for any subsequent overtime hours worked until the employee's accrued compensatory time falls below the 240-hour limit.

2. Utilization

Employees must be permitted to use compensatory time within a reasonable period after making a request if the use of the compensatory time does not unduly disrupt County operations. "Unduly disrupt" means more than mere inconvenience to the County and must be based on a reasonable and good-faith anticipation that the employee's requested use of compensatory time would impose an unreasonable burden on the ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. At the County's option, the County may require employees to schedule time off to reduce the amount of their accrued compensatory time.

3. Other Payment for Compensatory Time

At the County's option, employees may be paid at any time for all or any portion of their accrued compensatory time at the regular rate earned by the employee at the time the employee receives such payment. The County may also choose to pay employees in cash for a portion of their overtime and allow the employee to accrue compensatory time for the remainder of overtime during any particular workweek or work period. Upon termination of employment, an employee will be paid for unused compensatory time at a rate of compensation not less than (i) the average regular rate received by the employee during the last 3 years of employment or (ii) the final regular rate received by the employee, whichever is higher.

4. Recordkeeping

The following records shall be maintained and preserved for each employee in regard to compensatory time: (i) the number of hours of compensatory time earned each workweek or other applicable work period, at a rate of one and one-half hour for each overtime hour worked; (ii) the number of compensatory hours used each workweek or other applicable work period; (iii) the number of hours of compensatory time compensated in cash, the total amount paid, and the date of such payment; and (iv) a written agreement signed by the employee with respect to earning and using compensatory time off.

5. No Compensatory Time for Exempt Employees

The accrual of compensatory time for exempt employees is not allowed. If an employee with accrued compensatory time is promoted or transferred into an

exempt position, all accrued compensatory time will be paid out as overtime prior to the effective date of the promotion.

12.3.3 On-Call Status

Some departments may designate non-exempt employees to be on call to provide for after-hours service needs. Any on-call policy shall be determined by the applicable Department Head depending upon the needs of the individual department and appropriations in the fiscal budget.

1. On-Call Assignments

The Department Head or designee will assign on-call duty. Such assignments will be made on a rotating basis. Employees will not normally be assigned on-call duty for consecutive periods, unless circumstances require consecutive assignments.

2. Requirements for On-Call Assignment

Employees who are on-call are expected to be available and responsive to departmental contact at all times, to refrain from consuming alcoholic beverages, and to be available to report to work within one hour or less, depending on department requirements. Other than these requirements, employees who are on-call are free to use their time for personal activities and are not required to remain in any particular location.

3. Non-Compensability

On-call time is not compensable time under the Fair Labor Standards Act (FLSA) since the employees, with minimal restrictions, are free to use on-call time for personal activities. Nonetheless, as compensation for being on-call, employees may receive payment, as determined by departmental policies, and subject to the operational and fiscal limitations of the department. Compensation, if any, for on-call time will not exceed two (2) hours for each twenty-four (24) hours (or fraction thereof) of on-call time. Any such payment will be at the employee's regular pay rate, as it is not considered overtime under FLSA.

12.3.4 Call-Back Pay

A call-back occurs when there is an emergency or after-hours service need for which an employee reports to work as a result. A call-back does not include additional hours of work scheduled in advance. Call-back hours are considered time worked for FLSA purposes.

1. A non-exempt employee responding to a call-back will be paid for the greater of the following: actual time worked or the departmental minimum call-back time.
2. Exempt employees are not eligible for call-back compensation.

12.3.5 Acting Status Pay

Employees who are temporarily reassigned to perform the duties of a higher classification for thirty (30) consecutive days or more may receive a compensation increase for the duration of the temporary assignment. The appropriate increase shall be recommended by the Human Resources Director, but at no time should be less than the minimum pay range for the temporary reassignment classification. The County Manager must approve any increase due to acting status. ***See also Section 3.5.3.***

12.3.6 Final Pay

Upon separation from employment, employees will receive any compensation due on the following regular pay date. Employees who separate voluntarily will be paid at their base rate for any unused accrued annual leave balances, less any reduction for failure to provide notice. *See also Section 7.2.1.*

12.4 Errors in Pay

Employees will be paid accurately and in compliance with all applicable state and federal laws. To ensure that pay is correct, each employee should review pay stubs promptly to identify and report any errors for review and correction. Errors in pay may be corrected with the next scheduled payroll cycle.

12.5 Exempt Employee Salary Basis

Exempt employees are paid a fixed amount for their work and only under special circumstances may their salary be reduced and still remain in compliance with the Fair Labor Standards Act. Any reduction in pay for exempt employees should be submitted to the Human Resources Department for review and approval prior to implementation. Employees who believe a deduction has been made that is in conflict with their exempt status should immediately contact the Human Resources Department.

12.6 Compensation Plan

12.6.1 Pay Plan

The County will maintain a Classification and Pay Plan, including a complete inventory of all full-time and regularly scheduled part-time positions in the County's service, accurate job descriptions, and specific salary grades with minimum and maximum pay ranges. The Classification and Pay Plan will be designed to provide comparable pay for comparable work and to provide a pay range for each grade of positions, which will enable the County to recruit and retain qualified employees, as well as compete in the job market with other private and public employers. All aspects of the pay plan are contingent upon the availability of funds as determined in the discretion of the Board of Commissioners.

As part of the County's Pay Plan, pay ranges are established based on market rates. Each range will consist of a minimum and maximum, except for the County Manager position whose range will be considered open. The pay rates for certain acting status and part-time positions are established by the County Manager outside of the Classification and Pay Plan.

12.6.2 Administration

The primary responsibility for day-to-day administration of the Classification and Pay Plan rests with the County Manager or designee, as follows:

2. The Human Resources Director is charged with the maintenance of the Classification and Pay Plan and its administration so that it will reflect the duties performed by each employee and the grade to which each position is allocated.
3. It is the responsibility of the Human Resources Director to examine the nature

of new positions as they are created and to allocate them to an existing grade in conformity with this Section; to make such changes as are necessary in the duties and responsibilities of existing positions; to periodically review the entire Classification and Pay Plan; and to recommend appropriate changes in the plan to the County Manager. The County Manager shall submit recommendations for updating the Pay Plan to the Board of Commissioners for approval.

4. A formal Classification and Pay Study may be conducted from time to time to review some or all of the Plan. Based on the results of these studies, the County Manager shall recommend to the Board of Commissioners such increases, reductions, or amendments of the Classification and Pay Plan as is deemed necessary to maintain the fairness and adequacy of the plan.

12.6.3 Use of the Classification and Pay Plan

The Classification and Pay Plan is to be used:

1. As an aide in recruiting and evaluating candidates for employment;
2. In determining salary or hourly wage to be paid for various types of work;
3. In providing uniform job terminology understandable to all County officials, employees and the public; and
4. To ensure that the official job title represented on the Classification and Pay Plan shall be used in organizational charts and other personnel, accounting, budget, appropriation, and financial records.

12.6.4 Starting Pay

In general, newly hired employees should begin at the minimum pay rate of the applicable grade for the position. However, in some instances it may be appropriate to hire employees above the minimum pay rate for the grade. The hiring manager has the discretion, subject to the following guideline, to set the starting salary in an amount that is no lower than the pay grade minimum and no higher than the pay grade midpoint. As a guideline to help maintain internal equity, the hiring manager may increase the starting pay by 3% for each year of related training or experience that exceeds the minimum qualifications for the position, up to the midpoint of the pay grade. The County Manager may approve the employment of a new hire at a rate above the midpoint for positions that have been difficult to fill or when other unusual circumstances exist.

12.6.5 Maintenance of Pay Ranges

The County Manager or designee may make or cause to be made such comparative studies as he/she deems necessary of the factors affecting the level of salary ranges prior to the preparation of the annual budget, as well as at other times during the year. On the basis of information derived from such studies, the County Manager may make recommendations for changes in salary ranges as deemed necessary to maintain the fairness, adequacy, and competitiveness of the overall salary structure.

12.7 Changes in Pay

12.7.1 Position Reviews

The job performance of all employees who are subject to the Pay Plan may be reviewed periodically to determine if pay should be adjusted, if job descriptions should be revised, or if jobs need to be reclassified.

12.7.2 Across-the-Board Pay Adjustments

Subject to annual budget appropriation, across-the-board pay adjustments may be implemented for employees who are subject to the Pay Plan. There is no requirement that an across-the-board adjustment will occur in any given budget year. The Pay Plan may be adjusted to align with the adjustment to employee pay.

12.7.3 Pay Increases for Performance

Subject to annual budget appropriation, full-time employees may be eligible for pay increases based on performance (merit increases). Part-time employees who (1) are covered by the Pay Plan and (2) have worked at least 1,040 hours in the evaluation period are also eligible for a merit increase. The County Manager reserves the right to make additional pay adjustments as necessary for business operations or to address any internal equity issues.

12.7.4 Pay Changes Due to Promotions

Promotions occur when an individual applies for and is selected to fill an open position at a higher pay grade. Promotion adjustments can be in the range of 7-15%, based on the following factors:

1. The tenure of the employee being promoted;
2. The number of pay grades the employee will be moving for the promotional opportunity; and
3. The current pay, tenure and performance of other employees already in the new classification, to comply with internal equity responsibilities.

The expected promotional increase for a 1 grade increase is 7% - 10%. The expected promotional increase for a 2 or more grade increase is 11 – 15%. The pay of the promoted employee must be placed at least at the pay range minimum.

12.7.5 Pay Changes Due to Reclassification

Normally adjustments for reclassifications to a higher pay grade are limited to seven percent (7%) of the employee's current base pay or the new pay grade minimum, whichever is greater. Reclassifications to a lower pay grade may result in a downward adjustment in pay. These adjustments are to be handled on a case-by-case basis. If the adjusted pay for an employee whose position has been reclassified to a lower pay grade exceeds the maximum of the pay grade, the employee's pay will be "frozen" until such time that the maximum of the pay grade exceeds the employee's pay.

12.7.6 Pay Changes Due to Demotion

The pay changes for employees receiving a demotion will be as follows:

1. Demotions Based on Performance

In general, the pay for employees receiving a demotion based on performance will be decreased by a minimum of seven percent (7%). ~~At the Division Head's request, the County Manager may allow a~~ A greater or lesser decrease may be assigned in order to address any internal equity issue or to ensure the new pay rate falls within the pay range of the new grade.

2. Voluntary Demotions (not performance based)

The pay of an employee who voluntarily demotes or requests a transfer to a position in a lower pay grade based on a personal decision to do so should generally be adjusted downward in the range of 7-10% for a 1 grade decrease or 11-15% for a 2 or more grade decrease. Factors to be considered include tenure of the employee, internal equity, and the number of grades the employee is moving. The pay rate will be determined upon the recommendation of the Division Head, but will not exceed the maximum of the lower pay grade.

3. Involuntary Demotions (not performance based)

The pay of an employee who has been involuntarily demoted due to business needs or for accommodation purposes and not based on performance will not experience any change in pay if the employee's pay falls within the lower pay grade and is comparable to employees within the same pay grade.

12.7.7 No Pay Changes for Lateral Transfers

An employee who makes a lateral transfer (e.g. movement from one position to another with the same pay grade) retains his/her current pay, up to the established maximum for the pay grade.

12.7.8 Discretionary Pay Adjustments

Special pay adjustments are granted under unusual circumstances such as to reflect special market conditions, special job performance, special equity adjustments, etc., which do not conform to customary compensation administration guidelines. All special pay adjustments require approval by the Division Head, the Human Resources Director, and the County Manager.

12.8 Employees at Maximum of Pay Range

Employees at or above the maximum of the assigned range will not be eligible to receive additional pay increases (merit, market, or across-the-board) until the maximum is adjusted above their current compensation. Lump-sum payments may be considered, subject to funding and other considerations, for employees in this situation.

12.9 Overpayments to Employees

All overpayments to employees will be repaid to the County regardless of where the error was made or who made it. Repayment will be coordinated with the Payroll Office.

Section 13 – Employee Leave

13.1 Policy Statement

County management recognizes that employees have diverse needs for time off from work. Employees should have the opportunity to enjoy time away from work to help balance their work and personal lives. Because of this, the County has established leave practices to address that balance and to help protect the financial well-being of employees during certain absences from work. Employees are accountable and responsible for managing their own leave balances to allow for adequate reserves if there is a need to cover unanticipated events requiring time away from work.

13.2 General Provisions

Except as provided otherwise in this Section, the following apply to all types of leave:

1. Approval of leave is subject to operational requirements of the department, and any request for paid leave may be denied or rescheduled due to staffing needs.
2. Paid leave cannot be advanced; in other words, paid leave must actually be accrued before it can be used.
3. All requests for leave must be submitted with as much advance notice as possible.
4. Employees shall request leave in quarter hour increments.
5. Failure to return to work at the expiration of approved leave will be considered absence without approved leave, which may be grounds for corrective action up to and including dismissal.
6. Paid leave is not considered “hours worked” for the purposes of overtime calculations.
7. Paid leave is intended to make the employee “whole,” to help enable the employee to receive full pay during pay periods when the employee was absent. Therefore, in any week during which a non-exempt employee works more hours than regularly scheduled, but also requests sick or vacation leave, the amount of paid leave deducted from the employee’s accrued leave balance and paid to the employee may be reduced.

See also Section 12.2.3.

13.3 Leave Without Pay

Absence without pay will not be approved under normal circumstances; however, approval may be granted in unusual situations or as required by law. Annual leave, sick leave, and holiday hours will not be accrued during leave without pay status. This will not, however, constitute a break in service for accrual rate purposes. While an employee is on leave of absence without pay, there is no job protection by the County, except as required by law.

13.4 Annual Leave

13.4.1 Eligibility and Guidelines

It is the policy of the County to provide annual leave, sometimes referred to as “vacation” leave, for eligible employees. Annual leave guidelines include:

1. Annual leave is accrued by and granted to full-time employees.

- 2. Part-time employees do not accrue annual leave (with limited grandfathered exceptions as previously documented by Human Resources).
- 3. Eligible employees will continue to accrue annual and sick leave hours while on authorized paid annual or paid sick leave.
- 4. Employees may not take annual leave during the first three months of employment, unless unusual circumstances exist.
- 5. All other eligible employees may take annual leave once hours have been accrued and the request has been approved by Department management.
- ~~6. Pay for annual leave shall be at the employee's regular rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.~~

13.4.2 Annual Leave Accrual Rate

- 1. Eligible employees will accrue annual leave hours on a biweekly basis.
- 2. Employees will accrue annual leave hours based on their hire date with the County. In the case of an employee with more than one period of employment with the County, the most recent hire date will dictate the rate of accrual. For an employee who previously worked in a part-time role but transferred to a full-time position, the date the employee became full-time will determine the accrual rate.
- 3. The chart below reflects the accrual rates for full-time County employees. Pro rata accruals will occur with each biweekly payroll period.

Years of Continuous Service as a Full-Time Employee	Hours/Year
Up to 5 Years	96
5 Years to up to 15 Years	120
15 + Years	144

13.4.3 Use and Scheduling of Annual Leave

- 1. Whenever possible, employees will be allowed to take annual leave at times most convenient to them. However, in order to ensure continued smooth operation and to maintain a high level of service to citizens, the County reserves the right to limit the number of employees that may be absent from a given department at any one time. Where there is a conflict in the annual leave choices of two or more employees who cannot be spared at the same time, the department management will determine who will take leave. Consideration will be given to which employee submitted the earliest request, but this may not be the determinative factor. Annual leave should be requested with as much advance notice as possible. Certain departments may have specific requirements concerning the minimum advance notice required for annual leave.
- 2. When a holiday occurs during the period an employee is on authorized annual leave with pay, annual leave shall not be charged for the holiday.

- 3. If an employee is called in to work during his/her pre-authorized annual leave, he/she may choose to be paid annual leave plus the hours worked that day or retain the leave hours for future use.
- 4. Employees on annual leave are subject to recall in case of emergency.
- 5. Employees will be allowed to carry over annual leave hours from one calendar year to the next, up to a maximum cap according to the chart below. Any hours in excess of these maximums will be forfeited as of December 31st.

Maximum Annual Leave Carry Over Hours	
Years of Service	Hours
Up to 10 Years	80
10+ Years	120

- 6. Annual leave may not be transferred or donated from one employee to another.
- 7. Employees who separate employment voluntarily are eligible to receive pay for all unused annual leave hours accrued through the last date of employment, provided proper resignation notice has been given. Accrued annual leave hours are forfeited for employees who are terminated involuntarily. **See also Sections 7.2.1 and 12.3.6.**

13.5 Sick Leave

13.5.1 Eligibility and Guidelines

It is the policy of the County to provide sick leave with pay for eligible employees. Sick leave is a privilege and may be used when an employee is unable to report to work, or it is inadvisable for the employee to report to work, due to personal illness or injury, or when an employee has a medical / dental / optical appointment. In addition, sick leave may be used when an employee’s spouse, child, parent, grandparent, grandchild, father-in-law, mother-in-law, or an individual for which the employee is a legal guardian needs care due to personal illness.

- 1. Sick leave is accrued by and granted to full-time employees.
- 2. Part-time employees do not accrue sick leave (with limited grandfathered exceptions as previously documented by Human Resources).
- 3. Eligible employees while on authorized paid sick leave will continue to accrue annual and sick leave hours.
- 4. Eligible employees can take sick leave once hours have been accrued and the request has been approved by Department management.
- ~~5. Pay for sick leave shall be at the employee’s regular rate of pay in effect for the employee’s regular job on the day immediately preceding the period of sick leave.~~
- 6. Employees who use sick leave for more than five (5) consecutive work days, or who are frequently absent for the same medical condition, should contact Human Resources to determine whether the Family and Medical Leave Act (FMLA) applies.

13.5.2 Sick Leave Accrual Rate

- 1. Eligible employees will accrue sick leave hours on a biweekly basis.

- 2. Employees will accrue sick leave hours based on their hire date with the County. In the case of an employee with more than one period of employment with the County, the most recent hire date will dictate the rate of accrual. For an employee who previously worked in a part-time role but transferred to a full-time position, the date the employee became full-time will determine the accrual rate.
- 3. The below chart reflects the accrual rates for sick leave for full-time County employees. Pro rata accruals will occur with each biweekly payroll period.

Years of Continuous Service as a Full-Time Employee	Hours/Year
Up to 5 Years	96
5 or More Years	120

- 4. Eligible employees may carry a maximum of 960 hours of sick leave. Employees who reach the maximum will have additional accrual of sick leave above the maximum converted to annual leave at a four-to-one rate (4 hours of sick leave convert to 1 hour of annual leave).

13.5.3 Use of Sick Leave

- 1. Sick leave may be used for appointments for medical, dental, or optical examinations or treatment when such appointments cannot be reasonably scheduled during non-working hours. Examination appointments generally should be approved at least one (1) work day in advance by the supervisor.
- 2. Sick leave may be used for unplanned sick absences. In unplanned circumstances, an employee should make every attempt to report the need for the sick leave to his/her supervisor at least one (1) hour prior to the scheduled starting time. Where a relief employee is required in a department which must provide 24 hours sustained service, the employee must report his/her absence two (2) hours before the designated reporting time. Failure to comply with the reporting requirements may be grounds for corrective action.
- 3. Employees are charged with sick leave for absences only on days for which they would otherwise work and receive pay. No charge is made against sick leave for absence on holidays or other non-work days unless the employee is scheduled to work.
- 4. If an employee has exhausted all accrued sick leave, available annual leave will be substituted. An employee may not elect to take sick time as unpaid leave unless no paid leave time is available.
- 5. A medical certification may be required to substantiate time off due to sickness for absences of three or more consecutive days or when absences occur frequently.
- 6. Department management will be responsible for monitoring abuse of the sick leave privilege, and employees may be subject to corrective action, up to and including termination, for any abuse of the sick leave benefit. Three or more occurrences of unplanned/unscheduled absence in a three-month period, or

patterns of such absences that indicate abuse, are considered excessive and may be grounds for corrective action. **See also Sections 2.3.1 and 17.7.4.**

7. If an employee sustains an on-the-job injury or illness which necessitates a brief absence from work, he/she may be paid from accrued leave balances during the workers' compensation waiting period. For absences that exceed the workers' compensation waiting period, the employee will be required to elect between using accrued sick/annual leave in lieu of workers' compensation benefits or accepting worker's compensation benefits in lieu of using accrued sick and annual leave. Employees cannot be paid both workers' compensation benefits and accrued sick/annual leave simultaneously. **See also Section 15.**
8. An employee who becomes ill during his/her vacation (annual leave) may be granted the option of changing annual leave to sick leave upon presentation of a doctor's certificate.
9. An employee on an authorized period of sick or other medical leave may not obtain or perform either part-time or full-time employment elsewhere without the prior approval of the employee's supervisor and the Human Resources Director.
10. An employee who separates from the County, whether voluntarily or involuntarily, shall forfeit all accrued sick leave. Accrued sick leave that is forfeited at the time of separation will not be reinstated for employees who are later rehired.

13.5.4 Sick Leave Donation

Employees may voluntarily donate a portion of their accrued sick leave to a qualified employee who is unable to work due to extended illness or injury, subject to the following:

1. To qualify to receive donated sick leave, an employee must obtain approval from the Department Head and the Human Resources Director before any donated leave is applied. An employee may be denied the opportunity to receive donated sick leave if the Department Head and/or Human Resources Director determines that the employee has exhibited a pattern of abusing sick leave within the twelve-month period prior to the employee's request. An employee's supervisor may make a request to Human Resources for sick leave donation on the employee's behalf.
2. Sick leave donation will only be approved in cases of an employee's own serious health condition.
3. An employee must have been continuously employed for a minimum of one (1) year to be eligible to receive sick leave donations.
4. An employee must use all paid leave before any donated leave is received.
5. An employee on approved workers' compensation leave who has exhausted his or her accrued leave will be paid workers' compensation benefits and will not be eligible for donated sick leave.
6. Human Resources will solicit sick leave on behalf of eligible employees, and will conduct such solicitations without identifying the intended recipient. Individual employees shall not solicit sick leave donations for themselves or for others.

7. Sick leave donations will be accepted only during an active donation period (generally, 14 calendar days following a Human Resources announcement of the need for donated leave).
8. Employees donating sick leave may not designate a specific recipient for the leave; donated leave will be banked and allocated among all qualified recipients in need of donation.
9. Employees may donate sick leave in any amount; however, employees donating sick leave must have a remaining balance of at least 80 hours of sick leave after the donation.
10. Donated leave will be deducted from the donating employee's leave balance upon approval of the donation. Donated leave in excess of the immediate need will be banked for future use.
11. An employee's eligibility to receive donated sick leave will not extend beyond six months of leave in any twelve month period.
12. The County may suspend the sick leave donation program during periods when operations, staffing levels, or other conditions warrant.

13.6 Bereavement Leave

1. Full-time employees, including probationary employees, are entitled to a maximum of 24 hours of bereavement leave with pay upon the death of a member of the employee's immediate family. For the purposes of this bereavement policy, "immediate family" includes spouse, child, parent, brother, sister, grandparent, grandchild, or similar in-law or step-family relationship, or any individual living in the employee's household.
2. Part-time employees are not entitled to bereavement leave (with limited grandfathered exceptions as previously documented by Human Resources).
3. Employees should direct requests for bereavement leave to their supervisor.
4. There is no requirement that bereavement leave hours be taken on consecutive days. However, all approved bereavement hours must be taken within seven (7) calendar days following the family member's death, unless funeral or memorial services are delayed beyond seven (7) days.
5. When attending a funeral of an individual other than immediate family member as defined in Section 13.6.1, the employee must use his/her annual leave time to cover his/her absence from work, after appropriate approval is sought and granted.
6. Employees attending the funeral of another County employee may be granted up to a maximum of two (2) hours of paid time to attend the funeral during their normal scheduled work hours; annual leave time must be used to cover absences exceeding two (2) hours. Authorization to leave the work premises to attend coworker funerals may be granted or withheld, in the sole discretion of the employee's supervisor, after considering necessary service and staffing levels.
7. There is no accumulation of bereavement leave, and no payment upon separation from County employment.
8. The amount of paid bereavement leave that an eligible employee receives shall be within the discretion of the employee's supervisor based upon the particular circumstances, but shall not exceed the maximum amounts stated above for each

period of bereavement leave.

13.7 Jury Duty / Court Leave

1. Because jury duty is recognized as a civic responsibility, the County will continue to pay an employee's regular salary when the employee is required to report for jury duty on a day he/she is scheduled to work.
2. An employee must report his/her need for jury duty/court leave in advance to his/her supervisor. Employees are required to present documentation from the court indicating jury service is required.
3. Employees are not required to turn over to the County any fees received for participating in jury duty.
4. An employee is expected to return to work on any day he or she is dismissed from jury duty prior to 1:00 p.m.
5. All employees subpoenaed or ordered to attend court or to appear as a witness in connection with the employee's County employment are considered to be working and will be paid accordingly.

13.8 Military Service Leave

1. Employees are entitled to a leave of absence for military service in accordance with state law and federal law commonly known as the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). The provisions below are a brief summary of employees' legal rights and obligations and are not intended to set forth every detail and nuance of these laws.
2. "Military service" means any period of military service included within the definitions of "ordered military duty" or "service in the uniformed services" in state or federal law.
3. An employee shall be deemed to have a leave of absence while engaged in the performance of military service and while going to and returning from such service. An employee shall be paid his/her salary or other compensation for any and all periods of absence while engaged in the performance of military service and while going to and returning from such service, not exceeding a total of 18 days in any one federal fiscal year (October 1st – September 30th). In the event the Governor declares an emergency and orders an employee to military service as a member of the National Guard, any such employee, while performing such service, shall be paid his/her salary or other compensation for a period not exceeding 30 days in any one federal fiscal year.
4. Unless prevented from doing so by military necessity, or unless otherwise impossible or unreasonable under all the relevant circumstances, the employee (or an appropriate officer in the uniformed service in which such military service is performed) should provide advance written or verbal notice of military service to his/her department management and the Human Resources Director.
5. At the conclusion of military service, employees generally have the right to return to the same position held prior to the period of military service or to a position with equivalent seniority, pay and benefits. An employee who desires reemployment with the County after a period of military service exceeding 30 days must timely notify the Human Resources Director of his/her intent to return to employment with the County

in the manner required by 38 U.S.C. § 4312 (e). With certain limited exceptions, an employee whose cumulative absences from employment with the County by reason of military service exceeds five years is not entitled to reemployment with the County. Also, an employee is not entitled to reemployment if the employee was separated from the service with a dishonorable or bad conduct discharge, other than honorable conditions, or dismissed or dropped from the rolls as a commissioned officer under certain circumstances.

6. Employees on leave of absence for military service may, at their option, use any or all accrued annual leave during their period of military service.
7. An employee on a leave of absence for military service for 30 days or less may maintain health insurance coverage as if no leave occurred. When an employee is on a leave of absence for military service that exceeds 30 days, he/she is eligible, at his/her expense, for COBRA benefits continuation up to a maximum of 24 months.
8. Each period of military service for an employee on a leave of absence shall, upon reemployment, be deemed to constitute service with the employer for purposes of the County's 401(a) pension plan, and the employee shall be treated as not having incurred a break in service for purposes of eligibility and vesting under the 401(a) plan.

13.9 Family and Medical Leave (FMLA)

Pursuant to the Family and Medical Leave Act, ("FMLA"), 29 U.S.C. §2601, et seq., an eligible employee can take up to twelve (12) weeks of unpaid leave in any 12-month period for one or more of the following:

- The birth of a child and to care for a newborn child (entitlement to leave expires at the end of the 12-month period beginning on the date of birth and cannot be taken intermittently or on a reduced leave schedule);
- The placement with the employee of a child for adoption or foster care (entitlement to leave expires at the end of the 12-month period beginning on the date of placement and cannot be taken intermittently or on a reduced leave schedule);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent; or
- An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of unpaid leave in a 12-month period to care for the servicemember with a serious injury or illness.

For purposes of this Section, a "12-month period" means a rolling twelve (12) months measured backward from the date the employee uses any FMLA leave. If the provisions in this manual conflict or come into conflict with the FMLA as it presently exists or is amended from time to time, the provisions contained in the FMLA shall control.

1. Eligibility

To be eligible for leave, an employee must have worked for the County for at least

twelve (12) months and must have worked at least 1,250 hours during the twelve-month period prior to the request for leave. Eligible employees under FMLA shall be entitled to leave pursuant to the conditions and limitations of FMLA.

2. Concurrent Utilization of Paid Leave

An employee requesting FMLA leave is required to utilize all accrued paid leave (both sick and annual) and/or compensatory time available during the 12-week leave period, unless the employee is receiving workers' compensation benefits. During periods of FMLA leave due to the serious medical condition of the employee or the employee's child, spouse, or parent, available sick leave will be used first, followed by available annual leave if sick leave is exhausted. Employees who have exhausted all available paid leave time but who qualify for leave under the FMLA will be granted unpaid leave. FMLA designations may be retroactively dated to the date on which the serious health condition commenced. If the employee is absent on unpaid FMLA leave, he/she will not continue to accrue holiday hours or annual, sick, or other types of leave during this unpaid FMLA leave.

3. Concurrent Workers' Compensation and FMLA Leave

Periods of leave pursuant to an accepted Workers' Compensation injury (on-the-job injury) will run concurrently with FMLA leave, if the leave qualifies under FMLA.

4. Intermittent Leave or Reduced Schedule Leave

Leave for a serious health condition of the employee, qualifying family member, or covered servicemember may be taken intermittently or on a reduced schedule if medically necessary. The taking of any leave intermittently or on a reduced schedule basis shall reduce the total amount of FMLA leave that has been approved for the eligible employee according to the actual hours of leave taken. In determining maximum FMLA leave, total intermittent leave and/or continuous leave added together may not exceed twelve work weeks in a twelve-month period, or 26 weeks in a twelve-month period if taken to care for a covered servicemember. If an eligible employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the County reserves the right to transfer the employee temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified that better accommodates recurring periods of absence.

5. Spouses Employed by Same Employer

When a husband and wife are both eligible for leave under the FMLA and are both employed by the County, the aggregate number of workweeks of leave to which both shall be entitled will be limited to twelve (12) workweeks during any 12-month rolling period, in the case where leave is taken for childbirth, adoption, foster care, or to care for a parent with a serious health condition, and will be limited to an aggregate of 26 workweeks during any 12-month period to care for a covered servicemember with a serious injury or illness.

6. Notice of Need for Foreseeable Leave

In any case in which the necessity for leave under the FMLA is foreseeable, based on an expected birth or placement of a child or based on planned medical treatment, the employee shall notify the Human Resources Director no less than thirty (30) days before the date the leave is to begin. In a case where the necessity for leave is based on planned

medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the County, subject to the approval of the health care provider. If the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide as much advance notice as is practicable. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

7. Notice of Need for Unforeseeable/Emergency Leave

If the need for leave is unforeseeable, the employee should give notice to the supervisor or to Human Resources as soon as practical. Notice may be given by the employee's spouse or other family member if the employee is unable to do so due to a serious health condition.

8. Contents of Notice

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing the employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. If an employee fails to give proper notice of the need for FMLA leave, the employee's FMLA coverage may be delayed.

9. Certification of Serious Health Conditions

An eligible employee who requests leave for a serious health condition of the employee or a qualifying family member shall be required to submit to the Human Resources Director certification from an appropriate health care provider supporting the need for FMLA leave. The Human Resources Director may require that subsequent re-certification be submitted on a reasonable basis.

In any case in which there is reasonable doubt as to the validity of the certification, the Human Resources Director may require the employee to obtain the opinion of a second health care provider at the expense of the County. If the second opinion differs from the original certification, the Human Resources Director may require the employee to obtain the opinion of a third health care provider designated or approved jointly by the Human Resources Director and the employee at the expense of the County. The opinion of the third health care provider shall be considered to be final. Pending receipt of a second or third medical opinion, the employee will be provisionally entitled to FMLA protection.

10. Employee Notices

After an employee requests FMLA leave, Human Resources will provide the employee with information about his/her eligibility and explain the employee's rights and responsibilities. If the employee is deemed to be ineligible, a reason will be provided. Employees will be notified about whether, and how much, leave will be designated as FMLA leave.

11. Accruals and Benefits during FMLA Leave

The employee, while on paid FMLA leave, is entitled to accrue annual leave, sick leave,

and holidays during the periods of paid leave. For the purposes of pension or retirement plans, any period of FMLA leave will be treated as continuous service for the purposes of vesting and eligibility to participate. During any period of FMLA leave, the County will maintain any medical insurance provided by the County for the duration of the FMLA leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee will continue to be responsible for his/her share of the cost. In addition, the employee's dental, vision, life, and disability coverage (if applicable) will continue as long as the employee pays his/her share of the costs in a timely manner.

12. Return to Duty from FMLA Leave

As a condition for return to duty after an employee's serious health condition, the employee shall be required to provide written certification from the health care provider, confirming that the employee is able to resume work. Such certification should be provided to Human Resources as soon as feasible. An employee who does not provide a fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement under FMLA.

13. Return to Former Position

Upon expiration of FMLA leave, the employee shall be returned to his/her former position or an equivalent position as defined by FMLA, provided that the employee has complied with the terms of the leave and reported for return of duty at the appropriate time. An exception to the employment restoration provisions of the policy may be made if the employee is a "key employee" as defined in the Family and Medical Leave Act and restoring employment would result in substantial and grievous economic injury to the County.

14. No Interference / No Retaliation

Bulloch County will not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

15. Enforcement

Employees may file an FMLA-related complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

13.10 Leave of Absence

It is the policy of Bulloch County to allow employees to apply for a leave of absence beyond those required by state and federal law. A Leave of Absence is defined as a continuous absence for medical, personal or educational reasons in excess of two (2) calendar weeks that has been approved by Human Resources and the employee's supervisor. These guidelines also apply when an employee on FMLA requests additional time off beyond the expiration of FMLA eligibility. This policy does not apply to approved vacations in excess of two weeks.

1. When an employee anticipates that a continuous absence will exceed two weeks,

- regardless of the reason for absence, a Request for Leave of Absence form must be submitted to Human Resources at least 30 days prior to the first day of anticipated absence when the leave is foreseeable or, for unforeseeable leaves, as soon as practical after the need for leave is known. The Leave of Absence Form must be signed by the employee's supervisor.
2. Employees on Leave of Absence are not eligible for any type of pay except sick leave, annual leave, or workers' compensation pay. Employees on unpaid Leave of Absence do not accrue sick or annual leave.
 3. An employee on a Leave of Absence may not accept or perform work elsewhere. An employee who violates this provision will be considered to have voluntarily resigned without notice.
 4. An employee may not exceed six (6) months of leave in any twelve-month period, with the exception of military leave or leave that has been granted as a reasonable accommodation under the Americans with Disabilities Act (ADA). Indefinite leave is not considered a reasonable accommodation under the ADA.
 5. A medical leave of absence may continue until whichever of the following occurs first:
 - The employee voluntarily resigns.
 - The employee fails to provide proper documentation of the nature and anticipated length of absence.
 - The employee refuses an examination by a physician of Bulloch County's choosing, if requested.
 - The employee's physician releases the employee to return to work.
 - The employee remains unable to perform his/her duties, no reasonable accommodation is possible, and there is no foreseeable return to work date.
 6. An employee on Leave of Absence is not guaranteed a job (or, if a job is offered, placement in the same or equivalent position) upon return unless required by law, such as in FMLA.

13.11 Administrative Leave

An employee's supervisor, with notification to the Human Resources Department, may place an employee on paid or unpaid administrative leave.

1. An employee being investigated by the County for possible misconduct may be placed on administrative leave during the investigation.
2. An employee being investigated by a law enforcement agency for possible violation of a criminal law may be placed on administrative leave.
3. An employee may be placed on administrative leave in any instance where it is considered to be in the best interest of the County and/or the employee for the employee to be temporarily relieved of duties.
4. Written notification should be made to the employee, with a copy to Human Resources, indicating whether the administrative leave is with pay or without pay.
5. The decision to place an employee on administrative leave is entirely discretionary, as is the length of the administrative leave. Certain acts of misconduct or criminal arrests may be more suitable for immediate termination as determined by the employee's supervisor and the Human Resources Director.

13.12 Leave Due to Inclement Weather and Other Emergencies

While Bulloch County strives to remain open for business during normal work hours, County facilities may be forced to close temporarily or to limit operations due to severe weather, power outages, or other short-term emergency situations of one week or less. During such situations, the County Manager shall be responsible for determining whether to close County offices for one or more full or partial days.

1. Due to the critical nature of the services they provide, essential employees may be required to report to work when County offices are closed. Essential employees, generally, include personnel in public safety and public works. However, other employees may be categorized as essential depending on the nature and severity of the emergency. It is the responsibility of the department head to determine if employees are essential or non-essential for any given emergency situation.
2. In the event of a full-day closure, non-essential full-time employees will be excused from work and will be compensated for the number of hours they were scheduled to work on that day.
3. For partial day closures, non-essential full-time employees will be excused for a portion of the work day and compensated for the hours missed due to the closure.
4. Part-time employees will not be compensated for hours missed due to closure of County offices.
5. Employees who were not scheduled to work, or who are on approved leave or vacation at the time of the closure, will not be eligible for pay as described in this section.
6. When County offices are open but questionable weather or other emergency situations exist, employees must make their own independent safety determinations concerning travel to work. If the employee elects not to work, or not to work a full day, due to weather or emergency-related safety concerns, the absence will be charged against the employee's accrued annual leave time. Employees with no accrued annual leave will not be paid for the hours they are absent from work. Employees must notify their supervisor, or designee, as soon as reasonably possible whenever they are unable to work.
7. For closures of more than one week, employees will not receive weather/emergency pay unless approved by the Board of Commissioners.

13.13 Holidays

1. Eligible employees receive eleven (11) paid holidays each year:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Eve
 - Christmas Day

Generally, when a holiday falls on a Saturday, the preceding Friday shall be declared a holiday for County employees and when a holiday falls on a Sunday, the following Monday shall be declared a holiday for County employees. The County Manager may select an alternate day as deemed appropriate.

Full-time employees receive eight (8) hours' pay for each holiday. Part-time employees do not receive holiday pay (with limited grandfathered exceptions as previously documented by Human Resources).

2. Eligible non-exempt employees who are required to work on a holiday will be paid for hours worked plus an additional eight (8) hours of holiday pay.
3. When an observed holiday falls on an employee's normally scheduled off day, the employee will still be paid for the holiday.

Section 14 – Group Benefit Plan

14.1 Policy Statement

It is the practice of the County to provide its full-time employees with various insurance, retirement, and other benefits. The benefits plan is intended to provide a supplemental package of programs which contribute to the physical and mental health and well-being of employees and their dependents. The County's benefits offerings are designed to enhance the value of employment with the County and to aid the County's competitiveness in recruitment and retention efforts.

14.2 Administration

The primary responsibility for the day-to-day administration of employee benefits plan shall rest with the Human Resources Department within the limits of these policies and procedures, as well as the actual plan documents that govern the particular benefit. Questions or concerns about employee benefits should be directed to the Human Resources Department.

14.3 Eligibility

Eligibility for health insurance, life insurance, and retirement benefits shall be governed by the provisions in the plan documents of the applicable program(s).

14.4 Employee Premiums

Premiums, contributions and other charges to the employee for benefits shall be collected via payroll deduction.

14.5 Benefits Changes During Open Enrollment

During the annual Open Enrollment period, the employee has the opportunity to change his/her benefit elections for the following plan year. Eligible employees will be notified of the dates of the Open Enrollment period each year.

14.6 Qualified Status Changes

Due to the pre-tax nature of many of our benefit plans (including spending accounts), IRS regulations determine when an employee can and cannot make changes to his/her benefit elections. Benefits choices made by an employee remain in effect for the entire plan year, unless the employee has a qualified status change. The following are examples of qualified status changes:

- Loss or gain of coverage through the employee's spouse
- Birth or adoption of a child
- Loss of eligibility of a covered dependent
- Marriage, divorce or legal separation, or annulment
- Death of a covered spouse or child
- Change in employment status

All paperwork related to an adjustment in employee benefits after a qualified status change must be completed within 31 days of the date the status change occurred, and the employee must provide documentation proving the qualifying event (for example, a marriage certificate).

14.7 Employee Responsibilities

It is the employee's responsibility to notify Human Resources (within the required timeframe and by submitting any required documentation) of any Qualified Status Changes that impact the employee's benefits choices or the eligibility of any dependent. The employee is also responsible to update and ensure the accuracy of dependents and beneficiaries of the various benefits plans.

14.8 Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan for a certain period of time provided by law when a qualifying event would normally result in the loss of eligibility. Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the County's group rates, plus an administrative fee. Certain deadlines and application requirements will apply.

14.9 Measurement of Part-Time Hours for Benefits Eligibility

14.9.1 Definitions

For the purposes of this section, the following definitions apply:

- **Initial Measurement Period:** A period of 12 months that begins on the 1st day of the month following an employee's hire date and ends on the last day of the month that includes the first anniversary of the employee's hire date. For purposes of the initial measurement period, the term "employee" means a new employee who is not reasonably expected to be a full-time employee.
- **Standard Measurement Period:** A period of 12 months that begins each year on May 1st and ends each year on April 30th.
- **Stability Period:** A period of 12 months that follows and is associated with either an initial measurement period or the standard measurement period. The stability period for an initial measurement period begins on the first day of the second full month following the first anniversary of an employee's hire date and ends on the last day of the month following the month that includes the first anniversary of the employee's hire date. The stability period for the standard measurement period begins July 1st and ends on June 30th of each year.

14.9.2 Measurement

A part-time employee who actually averages 30 hours of service or more per week during the initial measurement period or a standard measurement period will be eligible for health insurance during the entire subsequent stability period, even if the employee averages less than 30 hours of service per week during the stability period. However, if such an employee is not promoted to the status of a full-time

employee, and if the employee averages less than 30 hours of service per week during the following standard measurement period, then the employee will be ineligible for health insurance during the next stability period.

14.9.3 Eligibility

During any stability period in which a part-time employee is eligible for group health insurance, the employee will be offered group health insurance on the same basis as a full-time employee; however, unless the employee is actually promoted to the status of a full-time employee, the employee will not be eligible for other fringe benefits such as, but not limited to, paid leave and participation in the retirement plan, unless the employee is otherwise eligible under the plan document or other written requirements applicable to those other fringe benefits.

14.10 Plan Documents

From time to time, employees may receive information regarding specific provisions related to employee benefits. The actual plan documents, rather than any verbal or written interpretation or summary, will govern and should be relied upon in determining an employee's rights and obligations.

Section 15 – Workers’ Compensation

15.1 Policy Statement

It is the intent of the County to comply with the provisions of the Workers’ Compensation Laws of the State of Georgia. All County employees and elected officials who are injured on the job are protected by the Georgia Workers’ Compensation Act. The provisions of this Act are the exclusive remedy for employees injured on the job and provide benefits for occupational injuries and diseases arising out of and in the course of an employee’s employment with the County.

15.2 Responsibility

Specific responsibilities lie with the Human Resources Department, all supervisors, and the employee.

15.2.1 Human Resources

The Human Resources Director is responsible for the management of the County’s workers’ compensation program in accordance with the provisions of the Georgia Workers’ Compensation Act and other Federal, State, or local regulations.

15.2.2 Supervisors

County supervisors are responsible for ensuring that their employees report all on-the-job injuries to them immediately or as soon as possible following the injury. Supervisors will ensure that a written report of the injury (First Report of Injury form) is completed and submitted to the Human Resources Department as soon as practicable, but in all cases within twenty-four hours of notification. Serious injuries should be reported immediately by phone to the Human Resources Director.

15.2.3 Employees

All County employees are required to report all on-the-job injuries to their supervisor immediately when possible, but in all cases no later than twenty-four (24) hours after the occurrence of the on-the-job injury, even if no medical treatment is necessary. The employee is obligated to cooperate with the workers’ compensation program requirements and directives.

15.3 Procedures

1. An employee injured on the job must report the injury to his/her supervisor immediately, even if no medical treatment is necessary.
2. The employee’s supervisor must follow the procedures prescribed for reporting the injury which includes completion of the First Report of Injury form.
3. Medical treatment for the injury, if any, shall be obtained at one of the designated medical facilities that are posted at each work site, and the employee must select a doctor from this approved Panel of Physicians provided by the County. In an emergency, the employee may receive medical care from any doctor until the emergency is over; then the employee must obtain treatment from a doctor on the County’s approved Panel of Physicians. The County reserves the right to refuse payment of medical services for any employee examined by a physician not listed on its approved Panel of Physicians.

4. An employee injured by an accident arising out of and in the course of employment shall not be charged for any absence from duty due to the on-the-job injury on the day of the injury. The employee will be paid for any time missed from work on the day of the injury.
5. There is a seven (7) calendar day waiting period before workers' compensation income benefits begin. The employee is eligible to receive medical benefits during the seven-day waiting period. Beginning with the first day after an on-the-job injury and continuing through the seventh day following the injury, the injured employee will be compensated by using his/her available sick or other leave balances.
6. Beginning with the eighth (8th) day following the on-the-job injury, the employee may be compensated at the statutory workers' compensation rate or the employee may choose to receive full wages using his/her available sick or annual leave balances. Employees cannot be paid both workers' compensation benefits and accrued sick/annual leave during the same period of incapacity.
7. Workers' compensation benefits may be denied for various reasons, including but not limited to willful misconduct, horseplay, or alcohol or drug use.
8. An employee out of work on workers' compensation who does not return to work when released to do so by a qualified physician may be terminated.
9. If the employee is unable to return to his/her regular position, the County may temporarily provide a modified/light duty assignment that is approved by the Workers' Compensation physician; however, the County has no obligation to create a modified duty assignment if work is not available. The modified duty job does not have to be at the employee's regular rate of pay, does not have to be full-time, and does not have to be the same type of job as the employee's regular job.
10. If the employee is eligible for Family and Medical Leave (FMLA), the employee's FMLA leave will run concurrently with the employee's absence under Workers' Compensation.
11. Workers' Compensation leave does not offer job protection, but the employee may be protected by FMLA leave or some other law, such as a reasonable accommodation under the ADA.
12. In accordance with Georgia law (O.C.G.A. 34-9-19), willfully making any false or misleading statement or representation for the purpose of obtaining or denying any workers' compensation benefit or payment is a misdemeanor and, upon conviction thereof, may result in a fine and/or imprisonment. Any fraudulent activity or misrepresentation is grounds for termination of employment.

Section 16 – Employee Orientation

16.1 Policy Statement

Bulloch County is committed to ensuring that all new employees are integrated into the workforce in a consistent and effective manner.

16.2 Assignment of Responsibilities

Upon employment an employee shall complete an orientation process. The Human Resources Department and the employing Department each have a role in ensuring that the employee is familiarized with County and departmental rules, policies, benefits, and procedures.

1. The Human Resources Department shall be responsible for the initial New Hire Orientation, including standard employment paperwork, employment eligibility verification, benefits information and enrollment, and policy acknowledgements.
2. The employing department shall be responsible for the following: introduction to other departmental employees; tour of departmental facilities; explanation of departmental standard operating procedures and rules; introduction of safety rules and practices; explanation of performance expectations; and other pertinent information.

Section 17 – Standards of Conduct

17.1 Policy Statement

All employees are expected to maintain acceptable standards of conduct, efficiency, and economy in the performance of their work. All employees are expected to maintain minimum standards of conduct both on and off duty in order to:

1. Promote impartial, objective, and effective performance of their duties;
2. Avoid activities that are adverse to the County's interest or that adversely affect the County's reputation;
3. Ensure safe and efficient operations; and
4. Encourage a high degree of confidence in and support for County operations.

The following list of standards of employee conduct is not intended to be all inclusive of every type of conduct prohibited. Other standards of conduct are established throughout this manual; additional standards may be established and published by Departments as operations deem necessary. Moreover, generally accepted standards of conduct shall apply even where not specifically stated. Failure to abide by these standards of employee conduct may result in corrective action, up to and including termination.

17.2 General Provisions

17.2.1 Conformance to Law

An employee shall obey and not engage in any conduct prohibited by the laws of the United States, the State of Georgia or the County. Conduct described as a violation of such laws may be cause for corrective action, regardless of whether charges are filed or prosecuted or whether the employee is adjudicated guilty or not guilty.

17.2.2 Violation of Rules

An employee shall not commit any act contrary to good order and discipline or any act constituting a violation of any of the provisions of the rules and regulations of the County and its departments.

17.3 Ethics

17.3.1 Prohibited Financial Interests

No employee of Bulloch County shall have a financial interest either directly or indirectly in the purchase of or contract for any goods or services, nor in any firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County or any of its departments. For purposes of this provision, an indirect financial interest includes, but is not necessarily limited to, a financial interest of an employee's spouse. Nor shall any employee of Bulloch County accept or receive, directly or indirectly, from any person, firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County 1) any money or anything of more than nominal value; or 2) any promise, obligation, or contract for future reward or compensation. Provided, however, that nothing in this section shall

preclude employees of Bulloch County from 1) attending seminars, courses, lectures, briefings, or similar functions at any manufacturer's or vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the employee with knowledge and information relative to the manufacturer's or vendor's products; 2) receiving meals from a manufacturer or vendor in connection with any such seminar, course, lecture, briefing, or similar function; or 3) receiving educational materials and business-related items of not more than nominal value from a manufacturer or vendor.

17.3.2 Purchasing or Supervision

No employee of Bulloch County shall personally participate either directly or indirectly in the purchasing or supervision of any goods or services furnished to Bulloch County by an immediate family member of the employee or by a firm, corporation, partnership, limited liability company, or any other legal entity in which the employee's immediate family member has a direct financial interest. For purposes of this provision, "immediate family member" means the employee's child, parent or sibling.

17.3.3 Personal Benefit

No employee of the County or any agency or entity to which this manual applies shall use property owned by such governmental entity for personal benefit, convenience, or profit, except in accordance with policies promulgated by the Board of Commissioners or the governing body of such agency or entity.

17.3.4 Commissioner Employment

No member of the Board of Commissioners shall apply for or hold any other County employment during the term for which elected.

17.3.5 Compliance with State Law

Employees are prohibited from engaging in conduct that would violate the provisions of O.C.G.A. § 45-10-1, Code of Ethics for Government Service. (See Exhibit A.)

17.4 Attention / Dereliction

17.4.1 Attention

Except when approved in positions which require 24-hour shifts, an employee shall remain awake, alert, observant and occupied with County business when on the job. Employees are expected to perform their job duties:

1. Timely, promptly, and without undue delay;
2. Without unnecessary supervision;
3. Ensuring they are engaged productively at all times or as directed;
4. Demonstrating appropriate initiative and dependability in the quality, volume, and prioritization of job duties; and
5. Avoiding excessive tardiness, excessive absenteeism, and unexcused absences.

17.4.2 Insubordination

An employee shall adhere to and execute any and all appropriate orders of a supervisor. An appropriate order is an order in keeping with the performance of duty, issued either verbally or in writing by the Division Head or any other

supervisor, direct or indirect. The willful disobedience of any appropriate order issued by a supervisor, or any insolent, uncooperative, or abusive language or conduct toward a supervisor, shall be considered insubordination.

17.5 Competence, Judgment and Supervision

17.5.1 Competence

An employee shall maintain sufficient qualifications and competence to properly perform the assigned duties and responsibilities of the position. The employee's efforts shall be directed and coordinated in a manner that demonstrates and maintains the highest standards of efficiency in carrying out the functions and objectives of the County. Failure to perform work at an acceptable level of competence as determined by the applicable supervisor may be grounds for corrective action, up to and including termination.

17.5.2 Judgment

An employee shall exercise sound judgment relevant to the conduct and performance of duty.

17.5.3 Supervision

A supervisor shall:

1. Demonstrate qualities of leadership necessary for the position;
2. Maintain a positive attitude in support of Department decisions and goals;
3. Exercise appropriate supervision of subordinates and appropriately perform other responsibilities as assigned;
4. Effectively plan, develop, and coordinate supervision and training of subordinates;
5. Observe and appropriately counsel subordinates;
6. Take appropriate action when a subordinate fails to perform; and
7. Properly account for all funds and property under his/her control.

17.6 Fitness for Duty

An employee must be physically and mentally fit to perform essential job functions.

17.6.1 Evaluation for Fitness

When it is reasonably suspected that the physical or mental impairment of an employee constitutes a hazard to individuals or property or may prevent the employee from effectively performing the essential functions of the position, the employee may be required to submit to an evaluation of fitness for duty by a physician of the County's choosing and expense. All such testing must be approved and coordinated by the Human Resources Director.

17.6.2 Periodic Evaluation

An employee may be required to submit to periodic examinations and/or undergo a program of treatment to qualify for continued employment, to the extent allowable by law.

17.6.3 Disclosure Required

An employee who is notified or otherwise becomes aware of a physical or mental impairment that affects or reasonably threatens to affect his/her ability to perform

essential job functions shall report the condition immediately to the Division Head or to the Human Resources Director.

17.6.4 Status During Evaluation

Pending completion of the fitness for duty evaluation, the employee may be required to use accrued leave, may be placed in an unpaid or paid leave status, or may be temporarily reassigned, depending on the circumstances and the length of the evaluation period.

17.7 Absences and Reporting

17.7.1 Unauthorized Absence

No employee shall be absent without authorization. This includes failure to report for work at the assigned time and place or leaving a place of duty or assignment without authorization.

17.7.2 Reporting for Work

An employee shall report to work on time and be physically and mentally fit to perform the essential functions of his/her job at the time and place specified by the supervisor.

17.7.3 Reporting Absence

An employee who cannot report to work due to illness or emergency shall notify the immediate supervisor. Failure to do so may result in an unauthorized unexcused absence. *See also Section 13.5.3(2).*

17.7.4 Frequent or Excessive Absence, Tardiness, or Leaving Early

Three occurrences of unplanned/unscheduled absence in a three-month period are considered excessive and may be grounds for corrective action. Three occurrences of tardiness or leaving early in a three-month period are considered excessive and may be grounds for corrective action. *See also Sections 2.3.1 and 13.5.3(6).*

17.7.5 Fictitious Reporting

Employees reporting absences or reasons for absences shall be truthful and shall not attempt to deceive any supervisor or official of the County.

17.8 Personal Appearance

17.8.1 Expectation

All employees must present a neat, well-groomed and professional image to the public while in the workplace.

17.8.2 Guidelines

The following guidelines apply:

1. Employees are expected to be clean and to practice good hygiene habits.
2. Uniformed personnel shall wear a clean and complete uniform (including shoes/boots) and shall adhere to dress standards established by their Department. Costs related to uniforms may be borne by either the employee or the organization, depending upon departmental policy.

3. Non-uniformed personnel shall wear clothing and shoes that are clean, properly fitting and appropriate to the work situation. The wearing of tight-fitting, suggestive or see-through attire, jeans, shorts, jogging suits and T-shirts is generally not permitted. Dress down days where jeans are permitted are allowed with the approval of the Department Head.
4. Supervisors have the right and responsibility to determine appropriateness of attire. Employees who are not properly clothed will be asked to go home and change. If the problem continues, corrective action, up to and including termination, will be taken.
5. Individual departments may establish certain dress and grooming requirements specific to the type of work.

17.8.3 Employee Identification

Employees who are required to wear ID badges must do so in a visible area. Nothing should be worn on the badge which conceals the employee's name or department.

17.9 Professional Conduct

17.9.1 Courtesy

Employees shall be courteous to the public and fellow employees. An employee's conduct should always be civil, orderly, and courteous. Employees shall be diplomatic and tactful, controlling their temper and exercising patience and discretion in all situations. Employees should refrain from using coarse, violent, profane, or insolent language.

17.9.2 Conduct Unbecoming or Prejudicial to Good Order

An employee's conduct shall reflect favorably on the employee and the County. Unbecoming conduct includes acts that tend to bring the County into disrepute, discredit the employee, or tend to impair or interfere with the operation of the County or employee.

17.10 Inappropriate Conduct

Inappropriate conduct includes, but is not limited to:

1. Uncooperative attitude, including, but not limited to, disrespect to a supervisor, co-worker, or the public;
2. Conflict of interest;
3. Reporting to work/working under the influence of drugs and/or alcohol; any involvement in the manufacture, distribution, possession, or use of illegal, non-prescription drugs or illegally obtained prescription drugs;
4. Use of abusive or obscene language;
5. Violation of telephone, computer usage, or financial policies;
6. Theft, abuse, or misuse of County property or vehicles or loaning property or equipment of the County without permission or proper authority;
7. Violation of traffic laws while driving a County vehicle;
8. Failure to report damage or destruction of County property to a supervisor;
9. Illegal gambling;
10. Falsifying documents/records or making false claims;

11. Fighting or any other form of workplace violence;
12. Deliberate damage to County property or a pattern of damage resulting from unsafe driving or unsafe equipment operation;
13. Acceptance of a bribe;
14. Mishandling cash or other County property;
15. Discriminatory attitude or prejudice concerning another person;
16. Conviction of or admission of a felony or a crime of moral turpitude, and/or arrests that bring discredit to the County or otherwise threaten to interfere with the County operations;
17. Falsification or destruction of official records or documents or use of official position for personal benefit, profit, or advantage;
18. When duly and properly called as a witness before any County Board, Appeals Board, State or Federal judicial or administrative tribunal, and when before such tribunal, failing to answer truthfully any question concerning performance of official duties with the County;
19. Failure to timely report an on-the-job injury or accident;
20. Absence due to incarceration;
21. Use of any form of physical abuse toward the public, supervisors, or other employees, or making threats to the public, supervisors, or other employees;
22. Violation of any lawful official regulation or order or failing to obey any proper directive made and given by a superior;
23. Carelessness, recklessness, or negligence with the monies, vehicles, equipment, or other property of the County;
24. Use of, threatening to use, or attempting to use personal or political influence to secure employment benefits, including, but not limited to, promotion, leave of absence, transfer, change of pay rate, or character of work;
25. Failure to acquire or maintain a valid license, registration, or certification when such license, registration, or certification is required for the position occupied by the employee;
26. Wasted time, inefficiency, and/or loitering during working hours;
27. Sleeping while on duty except for when approved for 24-hour shift personnel;
28. Failure to perform work at an acceptable level of competence as determined by the supervisor, Department Head or Division Head;
29. Violation of County ordinances, administrative regulations, or departmental rules;
30. Falsification of information on an application or during a pre-hire interview or examination which had not been detected previously;
31. Use of County equipment or facilities for unauthorized personal use or benefit;
32. Use of County employees to perform work or duties for the personal benefit or gain of another County employee;
33. Use of any tobacco product in any County building or vehicle;
34. Violation of safety and health rules and established safety standards, including unsafe acts;
35. Refusal to submit to a drug/alcohol test as required by County policy;
36. Refusal to be examined by a County-authorized, licensed physician when so directed;

- 37. Abuse of leave policies, including excessive absence, tardiness or leaving early;
- 38. "Clocking in" or "clocking out" for another employee or otherwise assisting another employee to inaccurately record working hours.
- 39. Engaging in horseplay or rough play while on the job or in any County facility.
- 40. Unnecessary violence or harassment toward any person, except where authorized by law, even in the event of provocation.

17.11 Immoral Conduct

An employee shall at all times maintain high standards of moral conduct in personal affairs and shall not be a participant in any incident involving moral corruption that may impair the employee's ability to perform as a County employee or cause the County to be brought into disrepute.

17.12 Identification

An employee must furnish his/her name, job title, and department name to any person requesting that information as a result of actions taken by the employee in the course of County business.

17.13 Examinations and/or Tests

Upon order of the Division Head, in consultation with the Human Resources Director, for matters related to duty performance and investigations, an employee shall submit to any medical, chemical, drug, alcohol, ballistics, or other test, polygraph, fingerprinting, or counseling program authorized by law, and shall sign any related authorization forms. If an employee is required to submit to a polygraph examination, the employee will be informed that (1) the questions will relate specifically and narrowly to the performance of official duties; (2) the answer cannot be used against the employee in any subsequent criminal proceeding; and (3) the penalty for refusing to submit to the polygraph examination is dismissal.

17.14 Fraudulent Employment

No employee shall procure or maintain employment in the County by means of willful misrepresentation or omission of any fact concerning the employee's personal or work history, qualifications for employment, or physical condition.

17.15 Employee Mobile Devices

The County recognizes that most employees own and carry cellular telephones and/or other mobile devices. This Section addresses guidelines for the use of those devices in the workplace.

17.15.1 Personal Use During Work Hours

While personal phone calls are discouraged during working hours or while conducting County business, it is understood that periodic or infrequent calls of a "de minimis" nature during business hours may be expected and acceptable. However, personal phone calls, text messaging, or other mobile device usage which is excessive in frequency or length, that is unprofessional in nature,

and/or that interferes with the employee's assigned duties or normal functioning of the workplace are not acceptable.

17.15.2 Cameras and Photographs

Many mobile devices contain cameras. If cameras are used at work, employees must be mindful of their obligation to maintain confidentiality of sensitive work-related information. Also, employees should not photograph coworkers, customers, or other visitors without their knowledge and consent.

17.15.3 Use While Driving or Operating Machinery

Unless necessary in the course of performing work duties, Bulloch County does not promote any use of mobile phones (or other items which could be distracting) while operating a vehicle. If accepting a call while driving is an unavoidable part of one's job, and pulling over is not an option, employees are required to use a hands-free device and to otherwise comply with state laws pertaining to mobile use while driving. Employees will be solely responsible for any traffic violations, fines or penalties resulting from the use of a phone or other handheld device.

17.15.4 Mobile Device Allowances

Employees whose job duties require the use of a personally owned mobile device may be eligible for a monthly cell phone allowance; eligibility and justification for such allowance must be confirmed by the supervisor and department head and approved by the County Manager. Employees receiving such an allowance must notify the supervisor immediately if the phone number changes, the phone is lost or stolen, or service is interrupted. Employees who receive mobile device allowances are expected to be available and responsive during business hours, to allow receipt of and respond to business-related voicemails, and, if necessary for work-related purposes, to install software applications.

17.16 Political Activity

17.6.1 Candidacy for Board of Commissioners

It is the policy of Bulloch County to prohibit employees from becoming a candidate for or holding an elected seat on the Bulloch County Board of Commissioners.

17.6.2 Political Participation

Employees of Bulloch County are expected to avoid public political activities that would have the effect of endorsing, promoting, or disparaging a particular candidate for an elected seat on the Bulloch County Board of Commissioners. While employees are encouraged to otherwise express their political opinions and to vote for the candidate of their choice in any political election, employees should not use their positions or County time or resources for political purposes.

17.17 Reporting Arrests/Convictions

Employees who are arrested or convicted of a misdemeanor or felony, except for routine traffic violations, are required to report such arrest or conviction to Human Resources

and to their supervisor by the next business day. Arrests and convictions will not necessarily result in any corrective action. However, the employee may be disciplined, up to and including involuntarily separated, based upon the employee's position and the nature of activity leading to the arrest or conviction.

Section 18 – Corrective Action

18.1 Policy Statement

The County believes that each employee desires to provide quality public service by meeting high standards of job performance and conduct and by following established policies, procedures, regulations, and practices. When an employee's conduct does not meet standards or results in deficiencies in job performance or violations of law, County regulations, or rules, it is the policy of the County to take appropriate action to improve and/or correct the conduct or performance or, if necessary, remove the employee from the County workforce through application of disciplinary practices (corrective actions).

The primary purpose of corrective action is to remedy behavior and performance problems before ending the employment relationship. However, in cases of serious misconduct or other situations as warranted, the employee may be subject to involuntary termination without prior corrective action. The County's discipline policies emphasize the employee's responsibility for the consequences of his/her own behavior with a focus on communicating expectations for changes in behavior and needed improvement.

18.2 General Provisions

18.2.1 Level of Discipline

Corrective action will be consistent with the nature of the deficiency or infraction involved and with other relevant factors. In reaching a decision as to the level of discipline to be applied, the supervisor should consider such factors as the type and severity of the infraction, the results of the infraction, the employee's work record, prior corrective actions, and any mitigating circumstances which may be relevant to the situation.

18.2.2 Consultation with Human Resources

The Human Resources Director should be consulted before any employee is suspended, demoted or terminated.

18.2.3 Exempt Employees

Any unpaid suspension of an exempt employee must be made in full-week increments only.

18.2.4 Administrative Leave Pending Investigation

When conduct or policy violations occur that require investigation, it is sometimes in the County's best interest for one or more employees to leave the workplace immediately. Removing an employee from the workplace in these situations allows the supervisor to intervene in employee altercations or to collect and consider facts that will be necessary to determine the appropriate next steps. The affected employee should be notified in writing that he/she is being placed on administrative leave pending investigation and should be required to clock out and leave immediately. The employee should provide contact information and remain available during normal working hours to respond should the supervisor have questions or require the employee to return to the workplace. All parties should

work to resolve the situation quickly. The supervisor should forward documentation of the administrative leave to the Human Resources Department. *See also Section 13.11.*

18.2.5 Format and Location of Corrective Actions

All corrective action should be documented in writing. The supervisor shall ensure that the documentation is complete and accurate and that needed signatures are obtained. An employee's signature does not indicate agreement with the corrective action, but is an acknowledgement of receipt. Should an employee refuse to sign the documentation, the supervisor should write "refused to sign" with the appropriate date. The employee should be given a copy of the document and the original should be maintained in the employee's personnel file in the Human Resources Department.

18.3 Progressive Discipline

While it is expected that corrective action be exercised progressively, the circumstances of any particular situation, as well as the nature of the deficiency or the violation in any particular situation, may preclude the exercise of a less severe discipline option. Options for corrective actions may include verbal or written reprimand, suspension, performance improvement plan, demotion, and termination. Employee misconduct of a serious nature may be cause for immediate termination while bypassing any or all other levels of corrective action. There is no requirement or expectation that specific corrective action be used for any given situation, nor is the availability or use of different levels of corrective action intended to imply any right of an employee to receive a less severe form of corrective action prior to termination of employment. All employment relationships are considered "at will" and the County may discharge an employee at any time for any reason, with or without cause or notice.

18.4 Disciplinary Options

18.4.1 Employee Coaching

Coaching provides a structure for the supervisor to communicate with the employee to provide both positive feedback and guidance regarding areas needing improvement. It is generally preferred that one or more coaching sessions be held prior to proceeding to more formal discipline; however, the supervisor may initiate a corrective action or termination without prior coaching if circumstances warrant.

1. *Who is involved?* Employee coaching is a private discussion between the employee and supervisor.
2. *What documentation is required?* Coaching should be documented by the supervisor and maintained in the supervisor's files to provide a record of historical performance and efforts to correct deficiencies. There is no requirement for an employee to sign any documentation following coaching.

18.4.2 Documented Verbal Reprimand

A verbal reprimand is an oral warning and correction from the supervisor to the employee and is considered the lowest level of formal corrective action.

1. *Who is involved?* The supervisor may initiate verbal reprimands without consultation with the Human Resources Department.
2. *What documentation is required?* Verbal reprimands should be documented so that a record of the discussion exists. It is preferable to have the employee sign acknowledging the discussion. Supervisors should keep records of verbal reprimands.

18.4.3 Written Reprimand

A written reprimand is a formal corrective action which provides admonishment and correction to the employee for inappropriate conduct, violation of rules, or substandard performance.

1. *Who is involved?* The supervisor may initiate written reprimands without consultation with the Human Resources Department.
2. *What documentation is required?* Written reprimands should be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.4 Suspension

Disciplinary suspension means the employee is relieved of duties, without pay, for one or more working days. The dates of suspension will be determined by the supervisor and, depending on workload and operational needs, do not have to be consecutive. Employees on disciplinary suspension will not be paid annual leave, accrued compensatory leave or any other pay.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is placed on disciplinary suspension.
2. *What documentation is required?* Disciplinary suspension must be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.5 Demotion

A demotion is a reduction in rank, grade or classification. An employee who is demoted will receive a reduction in pay as described in Section 12.7. Demotion falls outside the realm of normal corrective action and will be considered only in unusual circumstances.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is demoted. The County Manager's approval is required.
2. *What documentation is required?* Demotions must be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.6 Performance Improvement Plan (PIP)

A Performance Improvement Plan imposes a new probationary period for a specified amount of time, generally 90 days, to ensure that performance deficiencies are understood and that management is coaching the employee to improve. Performance Improvement Plans are recommended only in instances of substandard performance; they are not generally helpful in correcting employee conduct or rules violations.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is placed on a PIP.
2. *What documentation is required?* A PIP must be documented and signed by the supervisor and the employee, and should contain clear and objective expectations for improved future performance as well as consequences for failure to comply. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.7 Termination

Termination is the involuntary separation of employment from Bulloch County.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is involuntarily terminated.
2. *What documentation is required?* Employee terminations are generally accompanied by a written account of the infractions or performance issues leading to the decision to terminate. The original signed document must be sent to the Human Resources Department, along with a copy of the separation notice, for inclusion in the employee's personnel file.

Section 19 – Grievances

19.1 Policy Statement

The County is committed to providing the best possible working conditions for its employees. Part of this commitment is ensuring an expedient and fair process through which an employee's work-related concerns may be resolved.

No employee shall be penalized or retaliated against in any way for voicing a complaint in a reasonable, professional manner using the grievance process nor for participating in the investigation of a grievance. While a formal grievance process is in place, employees are encouraged to first informally discuss any issue with their immediate supervisor.

19.2 General Provisions

19.2.1 Scope

The grievance procedure provides an avenue for any employee to obtain management review of work-related issues that are felt to adversely affect the employee, for which no other means of resolution is provided in this manual. Grounds for submission of a grievance include:

1. Negative employment action (written corrective action, failure to secure a promotion, etc.);
2. Unfair application, interpretation, or violation of County or Department regulations; or
3. Acts of retaliation as a result of utilization of the grievance process.

19.2.2 Statement of Grievance

The written grievance must include the following:

1. A statement of the grievance and the facts upon which it is based;
2. A description of the specific alleged wrongful act and perceived harm done to the grieving employee; and
3. A statement of the remedy or adjustment sought.

19.3 Grievance Steps

19.3.1 Step One – Informal Resolution

The employee should first seek to resolve the issue informally through his or her supervisor. If unable to do so, the employee should seek assistance from his/her supervisor's supervisor and upward through the chain of command to the Division Head level. If the issue remains unresolved, the employee should forward the issue to the Human Resources Director. If the grievance involves demotion or suspension without pay, the employee may proceed directly to Step Two.

19.3.2 Step Two – Human Resources Director Review

If the Division Head is unable to resolve the grievance or the response is unacceptable to the employee, the employee should file a written grievance with the Human Resources Director. The Human Resources Director will review the issue with the employee and conduct an investigation. If the Human Resources Director finds merit with the grievance, he/she will attempt to mediate a resolution with the

involved parties. If no resolution is reached, the Human Resources Director will report the issue to the appropriate member of management. If the grievance involves demotion or suspension without pay, the employee must notify the Human Resources Director in writing within seven (7) calendar days of notification of the employment action or the employee will forfeit the right to utilize this grievance process.

19.4 Matters Not Eligible

The following matters are NOT eligible for review under this policy:

1. Issues which are pending before or which have been concluded by other administrative or judicial procedures;
2. Management's rights to assign work and/or establish work processes;
3. Budget allocations and expectations and organizational structure, including the persons or number of persons assigned to particular jobs or departments;
4. The content or rating of a performance evaluation;
5. The selection of an individual to fill a position;
6. Separation of employment;
7. Matters involving employees of County elected officials other than the Board of Commissioners, including Constitutional officers;
8. Any matter which is not within the jurisdiction or control of the County;
9. Decisions, practices, resolutions, or policies made or passed by the Board of Commissioners or the County Manager.

19.5 No Formal Appeal Process

The alternative dispute resolution or grievance process is not a formal appeal process and does not entitle an employee to demand a hearing before a neutral decision-maker with authority to reverse any prior decision or action. Rather, it is a more informal process designed to bring to light and address any legitimate concerns an employee may have. The alternative dispute resolution or grievance process should not be construed to give an employee any property interest in his/her job or to affect an employee's at-will employment status in any way.

Section 20 – Workplace Discrimination and Harassment

20.1 Policy Statement

It is the policy of Bulloch County that harassment and discrimination of any kind will not be tolerated, and those reporting such activity will be protected from retaliation. The County expressly prohibits any form of unlawful discrimination and employee harassment based on race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class.

20.2 Discriminatory Harassment

20.2.1 Definition

Prohibited harassment includes verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

20.2.2 Prohibited Behavior

All employees, supervisors, and elected officials are expected to avoid any behavior or conduct that could reasonably be interpreted as harassment. Any form of harassment is a violation of this policy and will be treated as a disciplinary matter. For purposes of this policy, the term "harassment" may include, but is not limited to, any of the following that is based on or pertains to an individual's race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class:

1. Offensive remarks, comments, jokes or slurs;
2. Offensive pictures, drawings, posters, photographs, reading materials, or other tangible items, or communications including e-mail, text messaging, or any other form of written or electronic communication;
3. Threatening reprisals; or
4. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance and/or creates an intimidating, hostile, or offensive working environment.

20.3 Sexual Harassment

20.3.1 Definition

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, including but not limited to, unwelcome sexual advances,

requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile or intimidating working environment.

20.3.2 Quid Pro Quo

Quid Pro Quo literally means "this for that" and exists when submission to, or rejection of, such conduct is used as a basis for employment decisions such as raises or promotions or affects public services.

20.3.3 Hostile Environment

Hostile Environment includes any lewd sexual conduct, jokes, pictures, words, or touching that unreasonably interferes with a person's job performance or creates an intimidating, offensive working or public service environment even if there are no occurrences of tangible or economic loss.

20.3.4 Prohibited Behavior

Behavior prohibited by this policy can include, but is not limited to, unwelcome sexual remarks or compliments, sexual jokes, sexual innuendo or propositions, sexually suggestive gestures or facial expressions, sexual remarks about a person's clothing or body, exhibiting sexually explicit publications or materials, kissing, touching, and sexual contact.

20.4 Complaint Procedure and Investigation

Any employee who feels harassed is strongly urged and encouraged to report the situation to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should contact the Human Resources department or the County Manager. At any point, the employee who feels he/she has been subject to discrimination or harassment may go outside the chain of command of his/her department and go to the Human Resources Department or to the County Manager. This complaint procedure may be followed regardless of whether the harassment is by a fellow worker, a supervisor, or a member of the general public.

Any supervisor who receives a complaint related to discrimination or harassing or offensive behavior or who has reason to believe that such behavior is occurring shall report these concerns to the Human Resources Director and/or the County Manager. The Human Resources Department is responsible for conducting a thorough and discreet investigation and for recommending corrective action if the evidence is sufficient to confirm that harassment has taken place.

All reports of discrimination or harassing or offensive behavior will be investigated promptly, fairly, and discreetly. Investigatory procedures may vary from case to case depending upon the circumstances. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential whether the employee is

the accused person, the complainant, or merely a potential witness. Persons who are interviewed are prohibited from discussing the matter outside the course of the investigation. The County will keep the information it gathers as confidential as possible, consistent with State and Federal laws and the needs of the investigation.

20.5 Corrective Action

If a complaint of discrimination or harassment is found to have merit, appropriate action will be taken to prevent recurrence of the behavior. Resolution options can include, but are not necessarily limited to, an apology, a transfer, direction to stop the discriminatory or offensive behavior, counseling or training, verbal or written warning, suspension with or without pay, or termination. In the event that discrimination, harassment, or offensive behavior reoccurs, it should immediately be reported to the supervisor, the Human Resources department or the County Manager.

20.6 Retaliation

Retaliation in any form towards any employee who reports discrimination or harassment or who participates in an investigation of discrimination or harassment is strictly prohibited. Anyone attempting to retaliate or to interfere with the investigation of a complaint of discrimination or harassment will be disciplined, up to and including termination. Retaliation can include, but is not limited to, refusing to recommend any employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers and escalating the harassment.

20.7 Bad Faith Complaints

If, after being made aware of a complaint, the Human Resources department learns that an employee has made a complaint in bad faith or knowingly provided false information regarding a complaint, corrective action may be taken against the individual who provided the false information.

Section 21 – Drug-Free Workplace

21.1 Policy Statement

The County has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse effects of employee drug and alcohol abuse. Employee drug and alcohol abuse poses serious safety and health risks to the user and to those who work or come in contact with the user in the workplace. Accordingly, the County takes very seriously its responsibility and commitment to provide and maintain a working environment free from the effects of alcohol and drug abuse.

21.2 Definitions

For purposes of this Substance Abuse and Drug and Alcohol Testing Policy, the following definitions apply:

21.2.1 Alcohol or Alcoholic Beverages

Any beverage or substance that contains alcohol manufactured for the primary purpose of personal consumption, including, but not limited to, beer, wine, and distilled spirits.

21.2.2 County Premises

Includes all property, facilities, land, platforms, buildings, structures, fixtures, installations, parking lots, and vehicles, that are owned, leased or used by the County government or its officials, managers, supervisors, employees, or other agents. This definition also includes an employee's own vehicle when the employee is using it on County business or when the vehicle is parked on County property.

21.2.3 Controlled Substances

Any drug or substance the law prohibits individuals from manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring, including, without limitation, all drugs listed as controlled substances under Title 16 of the Official Code of Georgia Annotated. This definition encompasses any measurable amount of any drugs or controlled substances such as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs made unlawful under Federal or State laws, or a metabolite of any such substances, "look-alikes," "designer drugs" having the same or similar psychotropic effects, marijuana, hallucinogens (whether natural or synthetic), inhalants, unauthorized prescription drugs, or any other substances that are mood-altering, mind or consciousness-affecting, or which are likely to have an effect upon a person's perceptions, sensations, thought processes, self-awareness, emotions, or other mental or physiological or psychological reactions or behavior. It also includes substances, natural or synthetic, designed or used to alter a urine specimen or to conceal illicit chemical substances or other metabolites in an initial screening test.

21.2.4 Impaired

The condition of being weakened, diminished, or damaged, or of functioning poorly, incompetently, uncontrollably, or with less control or ability, due to the consumption, use, or abuse of illegal drugs, controlled substances, and/or alcohol, or if the employee's drug test results indicate the presence of an illegal drug or controlled substance in an amount that constitutes a positive test under accepted scientific standards.

21.2.5 Legally Obtained Drug

This includes prescription drugs and over-the-counter medications.

21.2.6 Over-The-Counter Medication

Includes any drug or substance that does not require a prescription, but which has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person's ability to perform.

21.2.7 Prescription Drug

Any drug or substance that is attainable only by lawful prescription from a licensed physician.

21.2.8 Reasonable Suspicion

A belief based on objective facts sufficient to lead a prudent person to conclude that a particular County employee may have used, consumed, may be impaired by, or may be under the influence of illegal drugs, controlled substances, and/or alcohol. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences from those facts.

21.2.9 Safety-Sensitive Positions

Positions of employment with the County where a lapse of judgment or impaired physical/mental ability in performing any essential job function could reasonably result in a significant threat of harm to the employee, fellow employees, citizens, inmates, or others. Safety-sensitive positions include, but are not limited to, those which, as a part of the essential job functions: (1) require the performance of law enforcement duties as a POST-certified law enforcement officer; (2) require or involve possession of a firearm; (3) require or involve providing emergency medical, rescue, or fire suppression services; (4) require or involve interacting with incarcerated persons; (5) require or involve interacting with persons who are on probation; (6) require or involve the direct supervision of minor children; (7) require or involve the performance of lifeguard duties; (8) primary duty is maintenance or operation of a motor vehicle, heavy machinery, or heavy equipment; (9) require the holding of a commercial driver's license (CDL); or (10) require or involve performing duties which directly affect public health or safety.

21.3 Prohibitions

The County prohibits all employees from engaging in the following conduct or behavior:

1. The possession, use or consumption of Controlled Substances;
2. The abuse of prescription medications and over-the-counter medications;
3. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of Controlled Substances.

21.4 Workplace Prohibitions

The County prohibits all employees from engaging in the following conduct or behavior while performing County business or while on County Premises:

1. The possession, use or consumption of Controlled Substances, and/or alcohol;
2. The abuse of prescription medications and over-the-counter medications;
3. Being impaired by and/or under the influence of Controlled Substances, and/or alcohol;
4. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of Controlled Substances, prescription medications, and/or alcohol; and/or
5. The use of County property to store, conceal, or transport Controlled Substances and/or alcohol.

21.5 Use of Legally Obtained Drugs

The abuse and/or inappropriate use of legally obtained drugs while on the job, while performing County business, while on County Premises, while operating a County vehicle, or while operating any other equipment or vehicle in performance of County business is prohibited and shall constitute grounds for corrective action, up to and including termination. The following policies shall apply to the use of legally obtained drugs:

1. Employees must not be on the job, on call, on County Premises, operating a County vehicle, or operating any other equipment or vehicle while in performance of County business while impaired due to any drug, legal or illegal, that renders the employee unfit for duty. An employee is "unfit for duty" if the employee's use of legally obtained drugs jeopardizes his/her ability to work safely and efficiently.
2. Employees using legally obtained drugs while on the job shall do so in strict accordance with physician and/or manufacturer's directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure that the physician approves the use of the prescription medication while the employee is performing his/her duties.
3. Employees who, due to the proper use of legally obtained drugs, believe they may be unfit for duty, should notify their supervisor immediately. Employees are not required to disclose to their supervisor the specific medication nor the reason why it is taken.
4. No employee may take medication prescribed to another person.

21.6 When Drug Testing is Required

21.6.1 Job Applicants

Applicants being hired for safety-sensitive positions will be tested for drugs after a conditional offer of employment has been extended. No such applicant or new hire shall be permitted to report for duty until the results of the drug test are obtained. In the event of a confirmed positive drug screen, the applicant will no longer be considered for employment and any pending offer will be revoked.

21.6.2 Transfers to Safety-Sensitive Positions

Employees who are transferred, promoted, or who otherwise move from a non-safety-sensitive position into a safety-sensitive position will be tested for drugs before performing any job duties in the new position.

21.6.3 Reasonable Suspicion

All employees will be subject to immediate testing when there is reasonable suspicion that the employee has used or misused drugs or alcohol in violation of this policy. Employees directed to undergo reasonable suspicion testing should be escorted to the testing site by the supervisor or his/her designee without any prior notice to the employee. Any employee who is required to take a reasonable suspicion test will be immediately placed on administrative leave with pay pending the results of the test and confirmation of the results and arrangements should be made to escort the employee to his/her home.

Supervisors who suspect that an employee is under the influence of drugs or alcohol shall document all credible evidence and shall consult with the Human Resources Department before transporting the employee for testing. A reasonable suspicion test may be required based upon, but not limited to, the following:

1. The personal observation by the supervisor of the employee's job performance, appearance, behavior, speech, or odor creating a reasonable suspicion that the employee has used drugs or alcohol in violation of this policy;
2. Personal observation of the employee by another credible individual who has fully disclosed the observation to the County;
3. Following a work-related accident as described below.

21.6.4 Testing After Certain Accidents

Drug and alcohol testing may be performed following a work-related accident where:

1. The employee sustained an on-the-job injury requiring medical treatment;
2. The actions of the employee cannot be completely discounted as a contributing factor in an accident involving a motor vehicle, heavy machinery, or other motorized equipment;
3. The employee left the scene of an accident without legal authority or permission to do so;
4. The employee acted contrary to a safety rule, established safety practice, or otherwise engaged in demonstrably unsafe behavior for which there is no reasonable explanation; or
5. The employee has been involved, or was a contributing factor, in a pattern of repetitive on-duty accidents, whether or not they involved actual or potential injury.

21.7 Random Testing

All employees holding safety-sensitive positions will be subject to random drug testing, as follows:

1. Tests will be ordered on a random, unannounced basis from the pool of identified employees holding safety-sensitive positions.

2. An employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that an employee holding a safety-sensitive position who is randomly selected for testing may be randomly selected again during the same year.
3. Human Resources will notify the supervisor or Department/Division Head when an employee has been selected through the random process. The supervisor or Department/Division Head is not to inform the employee that he/she has been chosen for the test until immediately prior to the time the employee is given the directive to report for testing.
4. Employees who receive negative test results at the time of testing may immediately resume the performance of duties. ~~Employees are allowed to continue working pending the results of the test.~~ If the testing facility notifies the County that the employee has produced a non-negative sample, the employee will be placed on administrative leave without pay pending the confirmation of the results. ~~If the final test result is negative, the employee will be paid retroactively for scheduled work missed during administrative leave without pay.~~

21.8 After-Care Testing

Employees returning to work from an approved treatment program for drug or alcohol abuse may be subject to unannounced testing at the discretion of the Human Resources Director for a period of one (1) year following the employee's return to work.

21.9 Investigation of Prohibited Drug and Alcohol Use and Searches

All County-issued, County-owned, or County-leased equipment, property, and facilities, including, but not limited to, desks, workstations, file cabinets, lockers, vehicles, computer equipment, or any other property or equipment owned, leased, or provided by the County is subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any County-issued, County-owned or County-leased equipment, property, and facilities. If a search uncovers evidence of employee wrongdoing, illegal activity, or employee violations of County rules or policies, the evidence may be used to support corrective action, up to and including termination. In cases involving suspected illegal activities, the evidence may be turned over to appropriate legal authorities. A refusal to submit to, or cooperate with, a search may result in immediate discipline, including discharge.

21.9.1 Consent for Testing

Prior to date of hire, all safety-sensitive employees and job applicants are required to sign a consent form consenting to any and all drug and/or alcohol test(s) set forth in this policy. Signed consent forms shall be kept on file by the Human Resources Department and are enforceable for the duration of employment.

21.9.2 Refusals to Undergo Testing

The County prohibits test refusals. As such, any employee so refusing to immediately proceed as directed will be subject to corrective action, which action may include termination from employment.

Other actions that constitute a test refusal occur when an employee:

1. Fails to appear for any test within a reasonable time, as determined by the County, after being directed to do so;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to provide a urine, breath, saliva, or blood specimen for any drug or alcohol test required or to comply with any part of the testing process.

21.10 Disclosure of Testing Information / Results

All information received by the County as a result of any testing procedure may be entered into evidence or disclosed in any civil action or administrative proceedings when the information is relevant to the County's defense in any such action or proceedings. Such information may also be disclosed to the extent required by any Federal, State, or local law, statute, ordinance, or regulation.

21.11 Discipline for Violations of Policy

21.11.1 Removal from Duty

An employee who tests non-negative for drugs or alcohol shall immediately be placed on administrative leave without pay pending confirmation of results. If the non-negative test is explained or negated by the Medical Review Officer and/or subsequent confirmation testing, the employee shall be reinstated and compensated for the period of administrative leave.

21.11.2 Corrective Action

An employee who violates any provision of this policy is subject to discipline, up to and including termination.

Section 22 – Social Media

22.1 Policy Statement

The purpose and intent of this policy is to establish guidelines for employees who engage in social media activity as defined herein. This policy is not intended to prohibit any employee's personal expression in general or through social media in particular; employees have the right to post complaints, express opinions and engage in civil discourse that does not unduly disrupt County business. However, because such activity can adversely affect the efficiency and effectiveness of County operations, as well as undermine public trust and confidence, a certain amount of regulation is necessary and appropriate. This policy therefore attempts to strike a reasonable balance between the employees' interest in engaging in social media activity and the County's interest in preventing unnecessary disruption to or interference with its operations and relationship to the public it serves.

22.2 Definitions

22.2.1 For purposes of this policy, the term "social media" is defined as the online technologies through which employees and other individuals engage in "social media activity" as defined below. In most cases, the term refers to websites or apps such as Facebook®, Twitter®, Instagram®, LinkedIn®, YouTube®, Tumblr®, and Blogger®. Online social media technologies covered by this policy also include, but are not limited to, such applications as web logs/blogs, video logs/vlogs, message boards, podcasts, and wikis.

22.2.2 For purposes of this policy, the term "social media activity" is defined as the act of sharing information or otherwise communicating through social media, including, but not limited to, posting, uploading, reviewing, downloading, and/or forwarding of text, audio recordings, video recordings, photographs/images, symbols, or hyperlinks.

22.3 Scope of Policy

This policy applies to all employees without regard to whether their social media activity is conducted in or outside the workplace, while on or off-duty, or anonymously or through the use of pseudonyms.

22.4 Prohibitions on Social Media Activity

22.4.1 All employees should remain mindful that, as public servants, they are generally held to higher standards than the general public with regard to their on-duty and off-duty conduct, professionalism, and ethics. As a result, certain social media activity that may be tolerated or even acceptable in the private sector may nevertheless constitute a violation of this policy.

22.4.2 Each employee who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the County, including, but not limited to, those pertaining to making false or misleading statements, promoting or endorsing violence or illegal activity, promoting or

endorsing the abuse of alcohol or drugs, disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, gender identity, religion, disability, or other characteristic protected by law, or otherwise engaging in conduct unbecoming an employee of the County, bringing discredit to the County, or interfering with or detrimental to the mission or function of the County.

- 22.4.3** Employees must refrain from engaging in any social media activity which disqualifies them from performing, or in any way reasonably calls into question their ability to objectively perform, any essential function of their jobs. Examples of such functions include, but are not limited to, testifying, making hiring or promotion decisions or recommendations, conducting performance evaluations, and determining eligibility for programs.
- 22.4.4** While any employee, at his/her discretion, may engage in social media activity with any other employee(s) consistent with the prohibitions, limitations, restrictions, and guidelines of this policy, no employee may be required or otherwise compelled to engage in such activity with another employee.
- 22.4.5** Employees must not use a County email address to create or use a personal social media account.
- 22.4.6** No employee, whether for purposes of engaging in social media activity or otherwise, may disclose or otherwise reveal any privileged or confidential information of the County, any other current or former employee of the County, or any applicant for employment with the County.

22.5 Limitations and Restrictions on Social Media Activity

- 22.5.1** Except as otherwise authorized in advance by the County Manager, employees are strictly prohibited from directly or indirectly representing themselves to be speaking on behalf of the County.
- 22.5.2** Employees must keep any personal use of social media while at work to a minimum. Use of personal social media at work must not be allowed to distract from work-related tasks.
- 22.5.3** The County reserves the right to require any employee to remove immediately any posted or uploaded text, audio recordings, video recordings, photographs/images, etc. (even if previously approved) from a personal account, if such posted material constitutes a violation of this policy or other County policies, or is determined to be detrimental to County operations.

22.6 Application to Other Policies

All personnel policies of the County relating to employee conduct apply equally to conduct that occurs through social media. This includes, but is not limited to, policies relating to discrimination, harassment, retaliation, workplace violence, conflicts of interest, and political activity.

22.7 Corrective Action

Employees engaging in social media activity in violation of this policy will be held accountable, and corrective action, up to and including termination of employment, may

be taken in accordance with the County's disciplinary policies.

22.8 Interpretation and Application

22.8.1 Nothing in this policy is intended to or will be applied in a manner that violates any employee's constitutional rights, including rights to freedom of speech, expression, and association, or Federal or State rights to engage in any statutorily-protected activity.

22.8.2 This policy is intended for internal use of the County only and should not be construed as establishing a higher duty or standard or care for purposes of any third party civil claims against the County and/or its employees. A violation of this policy by an employee provides only a basis for corrective action against such employee by the County.

EXHIBIT A

CODE OF ETHICS FOR GOVERNMENT SERVICE (O.C.G.A. § 45-10-1)

Any person in government service should:

- I. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
- II. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.
- III. Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.
- IV. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- V. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.
- VI. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
- VII. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.
- VIII. Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.
- IX. Expose corruption wherever discovered.
- X. Uphold these principles, ever conscious that public office is a public trust.



Personnel Policy Manual

Nothing in this manual is to be construed to create a contract between the County and its employees, nor is any provision of the manual intended to imply a right to continuous employment with the County. Any benefit, rule, or provision provided in this manual may be modified or withdrawn at any time without notice, except as provided by federal or state law.

Effective December 6, 2022

A Note from the County Manager

Dear Employee:

Welcome to Bulloch County!

We are excited to have you as a part of our talented and diverse team of employees. Bulloch County's organizational success is driven by input and contribution from every team member. This policy manual contains key policies and expectations that apply to Bulloch County employees. You will find the information both necessary and informative and are encouraged to use the manual as the vital resource it is intended to be.

Bulloch County is committed to excellent service to our citizens and visitors. Providing an outstanding quality of life to our community is a top priority. As a part of our team, you will discover that your involvement will not only benefit the County, but will also be a rewarding experience for you, both professionally and personally. We expect you to own the results of your innovation and productivity and be an active participant in the growth and development of your career and of Bulloch County's future.

Again, welcome aboard. We look forward to your contribution!

Sincerely,



*Thomas M. Couch
County Manager*

Table of Contents

- Section 1 – Personnel Administration** **8**
- 1.1 Authority 8
- 1.2 “At Will” Employment 10
- 1.3 Departmental Operating Rules 10
- 1.4 Revisions to Manual 10
- 1.5 Personnel Records 10
- 1.6 Personnel Policy Manual 11
- 1.7 Definitions 12

- Section 2 – Attendance and Work Hours** **14**
- 2.1 Policy Statement 14
- 2.2 General Provisions 14
- 2.3 Attendance Requirements 15
- 2.4 Time Increments 15

- Section 3 – Employee Status Changes** **16**
- 3.1 Policy Statement 16
- 3.2 General Provisions 16
- 3.3 Probation Period 16
- 3.4 Promotions and Demotions 17
- 3.5 Reassignment 17
- 3.6 Reclassification of a Position 19

- Section 4 – Nepotism and Non-Fraternization** **20**
- 4.1 Nepotism 20
- 4.2 Applicability to Relatives of Specific Individuals 20
- 4.3 Non-Fraternization 20

- Section 5 – Hiring and Selection** **22**
- 5.1 Policy Statement 22
- 5.2 Equal Employment Opportunity (EEO) 22
- 5.3 Americans with Disabilities Act (ADA) 22
- 5.4 Selection Criteria 22
- 5.5 Minimum Age 22
- 5.6 Work Authorization 22
- 5.7 Application Process 23
- 5.8 Selection 24
- 5.9 Re-Employment 24
- 5.10 Emergency Employment 24
- 5.11 Contract Employment 24
- 5.12 Outside Employment 25

Attachment: 2022 Policy Edits - Clean Copy (Resolution Approving Updates to Bulloch County Personnel Policy Manual)

Section 6 – Performance Management and Evaluation **26**

6.1 Policy Statement 26

6.2 General Provisions 26

6.3 Evaluation Process 26

Section 7 – Separation of Employment **28**

7.1 Policy Statement 28

7.2 Employment Separation 28

7.3 Reduction in Work Force 29

7.4 Name Clearing Hearings 30

Section 8 – Use of County Property and Equipment **31**

8.1 Policy Statement 31

8.2 Definitions 31

8.3 General Provisions 31

8.4 Privacy 31

8.5 Corrective Action 32

8.6 Electronic Communications Systems 32

Section 9 – Safety and Accident Reporting **35**

9.1 Policy Statement 35

9.2 General Provisions 35

9.3 Personal Protective Equipment 36

9.4 Seat Belt Use 36

9.5 Accidents 36

9.6 Workplace Violence 37

Section 10 – Vehicle Use and Operation **38**

10.1 Policy Statement 38

10.2 Authorized Uses 38

10.3 Unauthorized Uses 38

10.4 Use of County Vehicles Preferred 39

10.5 Driver Qualification 39

10.6 Driver Disqualification 39

10.7 Operation of Vehicles 40

10.8 Duty Restrictions 41

10.9 Non-employee Drivers 41

10.10 Personal Vehicle Usage 41

10.11 Take-home Vehicles 41

Section 11 – Tobacco-Free Environment at County Facilities **43**

11.1 Policy Statement 43

11.2 General Provisions 43

Section 12 – Compensation 44

12.1 Policy Statement 44

12.2 Pay System 44

12.3 Types of Pay Other Than Base Rate 45

12.4 Errors in Pay 47

12.5 Exempt Employee Salary Basis 47

12.6 Compensation Plan 48

12.7 Changes in Pay 49

12.8 Employees at Maximum of Pay Range 51

12.9 Overpayments to Employees 51

Section 13 – Employee Leave 52

13.1 Policy Statement 52

13.2 General Provisions 52

13.3 Leave Without Pay 52

13.4 Annual Leave 52

13.5 Sick Leave 54

13.6 Bereavement Leave 57

13.7 Jury Duty / Court Leave 57

13.8 Military Service Leave 58

13.9 Family and Medical Leave (FMLA) 60

13.10 Leave of Absence 62

13.11 Administrative Leave 63

13.12 Leave Due to Inclement Weather and Other Emergencies 63

13.13 Holidays 64

Section 14 – Group Benefit Plan 65

14.1 Policy Statement 65

14.2 Administration 65

14.3 Eligibility 65

14.4 Employee Premiums 65

14.5 Benefits Changes During Open Enrollment 65

14.6 Qualified Status Changes 65

14.7 Employee Responsibilities 66

14.8 Benefits Continuation 66

14.9 Measurement of Part-time Hours for Benefits Eligibility 66

14.10 Plan Documents 67

Section 15 – Workers’ Compensation 68

15.1 Policy Statement 68

15.2 Responsibility 68

15.3 Procedures 68

Section 16 – Employee Orientation **70**

16.1 Policy Statement 70

16.2 Assignment of Responsibilities 70

Section 17 – Standards of Conduct **71**

17.1 Policy Statement 71

17.2 General Provisions 71

17.3 Ethics 71

17.4 Attention / Dereliction 72

17.5 Competence, Judgment and Supervision 72

17.6 Fitness for Duty 73

17.7 Absences and Reporting 74

17.8 Personal Appearance 74

17.9 Professional Conduct 75

17.10 Inappropriate Conduct 75

17.11 Immoral Conduct 76

17.12 Identification 76

17.13 Examinations and/or Tests 77

17.14 Fraudulent Employment 77

17.15 Employee Mobile Devices 77

17.16 Political Activity 78

17.17 Reporting Arrests/Convictions 78

Section 18 – Corrective Action **79**

18.1 Policy Statement 79

18.2 General Provisions 79

18.3 Progressive Discipline 80

18.4 Disciplinary Options 80

Section 19 – Grievances **83**

19.1 Policy Statement 83

19.2 General Provisions 83

19.3 Grievance Steps 83

19.4 Matters Not Eligible 84

19.5 No Formal Appeal Process 84

Section 20 – Workplace Discrimination and Harassment **85**

20.1 Policy Statement 85

20.2 Discriminatory Harassment 85

20.3 Sexual Harassment 85

20.4 Complaint Procedure and Investigation 86

20.5 Corrective Action 87

20.6 Retaliation 87

20.7 Bad Faith Complaints 87

Section 21 – Drug-Free Workplace	88
21.1 Policy Statement	88
21.2 Definitions	88
21.3 Prohibitions	89
21.4 Workplace Prohibitions	89
21.5 Use of Legally Obtained Drugs	90
21.6 When Drug Testing is Required	90
21.7 Random Testing	91
21.8 After-Care Testing	92
21.9 Investigation of Prohibited Drug and Alcohol Use and Searches	92
21.10 Disclosure of Testing Information / Results	92
21.11 Discipline for Violations of Policy	92
Section 22 – Social Media	94
22.1 Policy Statement	94
22.2 Definitions	94
22.3 Scope of Policy	94
22.4 Prohibitions on Social Media Activity	94
22.5 Limitations and Restrictions on Social Media Activity	95
22.6 Application to Other Policies	95
22.7 Corrective Action	95
22.8 Interpretation and Application	95
Exhibit A – Code of Ethics for Government Service	97

Section 1 – Personnel Administration

1.1 Authority

1.1.1 General

With the exception of matters reserved by state law or as otherwise reserved by the Board of Commissioners, the general and final authority for personnel administration rests with the County Manager. This Personnel Policy Manual provides statements of policy and establishes personnel administration procedures that are necessary to effectively and efficiently manage County operations and applies to all employees that are under the operational jurisdiction of the Board of Commissioners. It is issued by the County Manager under the authority and with the approval of the Board of Commissioners. This Personnel Policy Manual also applies to employees of County elected officials other than the Board of Commissioners, including constitutional officers, unless (i) an elected official has provided written notice to the County Manager that his or her employees are not covered by this Personnel Policy Manual, or (ii) an elected official has implemented policies or procedures for his or her employees that conflict with particular provisions in this Personnel Policy Manual, in which case only the conflicting provisions of this Personnel Policy Manual shall be inapplicable to the elected official's employees.

1.1.2 Scope of Authority

The County Manager possesses the authority to administer County operations that are under the operational jurisdiction of the Board of Commissioners. The County Manager's authority includes, but is not limited to, the ability to:

- Discipline, discharge, or release employees pursuant to procedures described in this manual;
- Direct the work force;
- Hire, assign, or transfer employees;
- Determine the mission of County departments;
- Determine the methods, means, and allocation/assignment of personnel needed to carry out the County's mission;
- Introduce new or improved methods or facilities or change such methods or facilities;
- Determine reasonable work schedules and establish the methods and processes by which such work is performed;
- Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- Determine position availability by: authorizing lateral assignments; freezing, hiring, and promoting; authorizing delay in position uses due to budget, facilities, or other business necessity; or authorizing temporary assignment into a vacancy;
- Determine the necessity of reclassification of positions and/or reassignment of employees to different positions with different classifications and pay as required by business necessity; and
- Recommend to the Board of Commissioners the addition/deletion of positions.

1.1.3 Delegated Authority

The County Manager may delegate authority to Division/Department Heads in the following areas:

- Discipline or discharge employees pursuant to the procedures described in this manual;
- Direct the work force;
- Hire, assign, or transfer employees;
- Recommend the mission of specific departments;
- Determine the methods, means, and allocation/assignment of personnel needed to carry out the department's mission;
- Introduce new or improved methods or facilities or change such methods or facilities;
- Recommend work schedules and establish the methods and processes by which such work is performed;
- Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- Recommend positions, reclassification of positions, and/or the reassignment of employees to different positions with different classifications and/or pay; and;
- Assume fiscal responsibility of the department.

The County Manager's delegation of authority to Division/Department Heads does not in any way usurp the County Manager's authority to deal directly with the delegated matter if the County Manager deems it necessary or prudent in administering County operations. By way of example and not limitation, the County Manager retains the authority to discipline or discharge employees under the delegated authority of a Division/Department Head or other supervisor if the Division/Department Head or supervisor fails or refuses to take such action and the County Manager deems it necessary or prudent to do so.

1.1.4 Administration of Policy

Proper policy administration includes selecting goals and encouraging the discharge of duties above the minimum standards. The provisions of this manual create high standards of conduct so that training and performance can be aimed at the highest levels and may, in appropriate cases, be the basis for internal discipline. This manual provides general information about County policies, procedures, expectations, and benefits. The information in this manual, however, cannot anticipate every situation or answer every question regarding your employment. Therefore, the policies set forth in this manual may not cover all situations. The County Manager shall make interpretive decisions for those situations that are not specifically covered by this manual. The intent of this Personnel Policy Manual is compliance with all applicable Federal and State laws. In the event of a change in law or a conflict in Federal or State law with the contents of this manual, the Federal and/or State law shall supersede the policies contained within this manual.

1.2 "At Will" Employment

All employment relationships are at the will of the County and the employee. Employees may resign or quit at any time for any or no reason, with or without cause or notice. Similarly, the County may discharge an employee at any time for any or no reason, with or without cause or notice. This manual is not intended to and does not create an employment contract between the County and its employees, nor is this manual intended to imply any right to continuous employment with the County. Your employment is for no specified period of time, and this manual does not limit your right or the County's right to terminate your employment at any time for any reason or no reason.

1.3 Departmental Operating Rules

Departmental Operating Rules and Regulations (sometimes referred to as "Standard Operating Procedures" or "SOPs") may be established and used by Department Heads as applicable. Such Departmental Operating Rules and Regulations shall be limited in scope to the conduct or performance of employees in carrying out their jobs and shall not address subjects such as, but not necessarily limited to, compensation, paid or unpaid leave, or employee benefits. All such Departmental Operating Rules and Regulations and subsequent amendments thereto adopted pursuant to this Section shall be submitted to the County Manager, with a copy to the Human Resources Director for maintenance in the Human Resources office. If the County Manager determines that any Departmental Operating Rules and Regulations exceed the scope allowed in this Section, the County Manager will so advise the Department Head, and the Department Head shall revise the Departmental Operating Rules and Regulations to bring them into compliance. In the event that a conflict arises between an employee's conduct or performance required by Departmental Operating Rules and Regulations and the conduct or performance required by this Policy Manual, then the rule or regulation requiring the higher standard of conduct or performance shall control. This paragraph applies to departments under the operational jurisdiction of the Board of Commissioners and does not affect the creation, administration, or enforcement of any Departmental Operating Rules and Regulations established by any other elected officials. The failure of a Division/Department Head to submit SOPs to the County Manager and Human Resources Director, while it may subject the Division/Department Head to corrective action, will not affect the validity of any corrective action taken against an employee based on those SOPs if the particular provision of the SOP on which the corrective action is based is limited in scope to the conduct or performance of employees in carrying out their jobs.

1.4 Revisions to Manual

This manual may be amended in whole or in part from time to time at the sole discretion of the County in order to maintain legal compliance, operational effectiveness, and desired workplace conditions. Only the Board of Commissioners has the authority to amend this manual. Amendments will be available to all employees upon adoption.

1.5 Personnel Records

1.5.1 Establishment and Retention

Master personnel files on all employees are established and maintained by the Human Resources Department. These files shall be in the custody of the Human Resources Department and shall contain personnel records and actions taken. Files for terminated

employees shall be retained as required under all applicable record retention laws. The practice of maintaining copies of these files or portions thereof within the departments is strongly discouraged. If departmental records must be maintained, these records must be kept in a secure location so as to ensure the confidentiality of protected information. The Human Resources Director shall determine the time limit that personnel records shall be kept on file and shall make the final disposition in accordance with State or Federal laws.

1.5.2 Inspection of Records

An employee has the right to review and request copies of his/her personnel file. These requests will be facilitated by the Human Resources Director. In addition, all personnel records/files of employees covered under these policies shall be subject to inspection and protection in accordance with State Open Records laws.

1.5.3 Changes to Records

It is the responsibility of the employee to notify the County of any personal data changes, such as name, address, phone number, emergency contact information, change in beneficiaries, etc. Name changes will require legal documents as back-up (e.g. marriage certificate, divorce decree, etc.)

1.5.4 Verification of Employment

All requests from persons inside or outside Bulloch County for information concerning an applicant, employee, or previous employee must be referred to the Human Resources Department. Only Human Resources representatives are authorized to release such information. Only information on employment dates and position held is released, except as required by law or as authorized by the employee's signed request. However, employees should have no expectation of privacy beyond those specifically exempted by Georgia's Open Records Act.

1.6 Personnel Policy Manual

Scope: The provisions of this manual apply to all employees under the operational jurisdiction of the Board of Commissioners of Bulloch County, Georgia, both on and off duty, unless otherwise indicated, or limited by law. This Personnel Policy Manual also applies to employees of County elected officials other than the Board of Commissioners, including constitutional officers, unless (i) an elected official has provided written notice to the County Manager that his or her employees are not covered by this Personnel Policy Manual, or (ii) an elected official has implemented policies or procedures for his or her employees that conflict with particular provisions in this Personnel Policy Manual, in which case only the conflicting provisions of this Personnel Policy Manual shall be inapplicable to the elected official's employees.

Not a Contract: This manual does not constitute a contract of employment or benefits. Nothing in this manual should be construed as a guarantee of continued benefits from, or employment by, Bulloch County. All employees are subject to discharge with or without cause. Benefits provided are subject to change or revocation with or without notice. Certain benefits may be summarized in this manual; however, these benefits are governed by the plan documents related to the benefits, and if there is a conflict between a statement in this manual and a plan document, the provisions in the plan document will take precedence.

State and Federal Laws: Where this manual contains summaries of various state and federal laws, the manual is not intended to explain every detail of those laws but merely to inform the employee that certain laws exist in regard to certain subjects. Consequently, there may be

exceptions to what is stated, and nothing contained in this manual is intended to expand or limit the rights or obligations of the County or the employee under those laws.

Changes: The Board of Commissioners may elect to modify, revoke, amend, suspend, interpret, terminate, or change any or all of the provisions of this manual without any prior notice to employees.

Titles/Headings: The use of titles or headings in this manual shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

Validity/Severability: Any provision of this manual found to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

Distribution: This manual is posted on the Employee Self-Service portal and may be accessed by any County employee at any time. Additionally, an employee may request a paper copy by contacting the Human Resources Department.

Official Copy: An official copy of the Bulloch County, Georgia, Personnel Policy Manual containing the latest revisions is maintained by the Human Resources Department.

1.7 Definitions

The following words and phrases shall have the following meanings. All other words not defined herein shall have the common and ordinary dictionary meanings, unless a different meaning is required by the context.

Corrective Action: Corrective action includes any actions taken for the purpose of counseling, guiding, correcting and/or disciplining employees, up to and including termination of employment. Corrective action may alternatively be referred to as “disciplinary action.”

County: Unless otherwise defined, “County” refers to Bulloch County, Georgia and/or the Bulloch County Board of Commissioners.

Days: Unless otherwise provided, “days” refers to business days, rather than calendar days or shift days.

Demotion: Demotion is defined as the change of an employee from a position in one grade to a position in another grade at a lower level.

Department Head: The highest administrative employee of a department, whether indicated as Director, Chief, or other job title or rank. Departments are subdivisions of a division.

Division Head: The highest administrative employee of a division. Divisions are made up of multiple departments.

Employee

- **Full-time Employee:** Any employee filling an approved, budgeted position with a regularly scheduled work week of thirty (30) or more hours per week. Most full-time employees are regularly scheduled for at least forty (40) hours per week; however, the regular work schedule of individual employees may vary based on job descriptions and department needs.
- **Part-time Employee:** Any employee with either (a) a regularly scheduled work week of less than thirty (30) hours per week or (b) an irregular, intermittent, or unpredictable schedule of less than an average of thirty (30) hours per week. **See also Section 14.8.**
- **Probationary Employee:** Those newly hired employees who are in their “original probation period” and those employees who have changed positions and are in the “position probation period.”

Exempt Employee: An employee assigned to a position that is designated and qualifies as exempt under the federal Fair Labor Standards Act (FLSA). Exempt employees are compensated

on an annual salary basis and do not receive overtime pay or compensatory time off for hours worked in excess of forty (40) during the defined work week.

Non-Exempt Employee: An employee assigned to a position that is not qualified as exempt under the federal Fair Labor Standards Act (FLSA). Non-exempt employees are compensated on an hourly basis and are entitled to receive overtime pay or, with express permission, compensatory time off for hours worked in excess of forty (40) during the defined work week. (Alternate work periods may apply. *See Section 2.2.5.*)

On-the-Job Injury: An on-the-job injury is an injury arising out of employment and sustained in the course of employment.

Overtime Rate: The overtime rate of pay for a non-exempt employee is one and one-half (1½) times the regular rate of pay for that employee.

Promotion: A promotion is defined as the change of an employee from a position in one grade to a position in another grade of a higher level.

Reassignment: Reassignment is defined as the movement of an employee not otherwise covered by demotion, promotion, or reclassification. The terms reassignment and transfer may be used interchangeably.

Reclassification: A reclassification is defined as a position whose classification is altered due to job duties and responsibilities. Reclassifications can be to a higher, lower, or equivalent pay grade.

Supervisor: The term supervisor shall apply to any employee formally assigned to supervisory responsibilities for personnel and operations of a work unit within a larger department of County government. Department Heads, Division Heads and the County Manager should be understood to be supervisors of individuals who report directly to and are evaluated by them.

Unauthorized Absence: Failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse.

Work Week: For purposes of calculating overtime pay under the FLSA, the work week is established as starting at 7:00 a.m. on Monday and ending at 6:59 a.m. on the following Monday.

Section 2 – Attendance and Work Hours

2.1 Policy Statement

In order to maintain a high level of responsiveness to citizens, it is important that employees follow established work hours, avoid tardiness and unauthorized absences, and follow reporting requirements.

2.2 General Provisions

2.2.1 General Business Hours

Administrative offices of the County will be open from 8 a.m. to 5 p.m. Monday through Friday during a regular work week. Unless otherwise approved by the County Manager, normal business hours are from 8 a.m. to 5 p.m.

2.2.2 Hours Worked

The scheduled hours for employees will vary according to position, department, service needs, and work flow. Employees will be notified of their scheduled hours. Any changes in employee schedules, as deemed necessary by supervisors, based on service needs or work flow, will be communicated to employees as far in advance as possible. Any change in work schedule requested by an employee is subject to approval by the employee's supervisor or department head and may be denied.

2.2.3 Time Rounding

To prevent small fluctuations in timekeeping, to help ensure employee pay is consistent from pay period to pay period, and to record time in quarter-hour increments, employee start and end times will be rounded to the nearest quarter-hour. For example, an employee who clocks in at 8:07 will be paid beginning at 8:00, while an employee who clocks in at 8:08 will be paid beginning at 8:15. This rounding is intended to have a neutral impact over time; however, employees who frequently clock in late or leave early may be subject to corrective action.

2.2.4 Overtime Work

Supervisors may schedule overtime for non-exempt employees as deemed necessary. Employees must work overtime if requested by a supervisor. Non-exempt employees may not work overtime, or any other work outside their scheduled hours, without the prior approval of their supervisor or department head.

2.2.5 Overtime Pay

Overtime wages for most non-exempt employees will be paid for any hours worked in excess of forty (40) hours in a work week as required by the Fair Labor Standards Act. These employees must actually work more than forty (40) hours in the applicable work week before receiving overtime pay. (For example, an employee who is paid for 48 hours in a work week would not be entitled to overtime pay if 8 hours of the paid time was for paid annual or sick leave or holiday pay.)

For the purposes of overtime calculation, an alternate work period has been established for some positions pursuant to 29 U.S.C. § 207(k). Overtime (at the rate of one-and-one-half times the regular pay rate) will be paid for the following employees when the hours worked during the established “work period” exceed the “maximum hours” shown in the chart below.

Employee Group	Work Period	Maximum Hours
Eligible Certified Staff in Sheriff’s Office	14 days	85.5
24/48 Shift Personnel in Fire Department	14 days	106
Shift Personnel in Correctional Institute	14 days	80

Employees working in more than one position with different pay rates will be paid overtime based on a regular rate calculated as the weighted average hourly rate earned during the work week. Annual, sick, holiday, or other types of leave will not count as hours worked for calculating overtime pay.

2.3 Attendance Requirements

Maintaining good attendance is a condition of employment and an essential job function of every employee. An employee will refrain from unauthorized absences or tardiness; abusing sick leave; absences or tardiness that causes significant disruption of service; and excessive amount of time off the job.

2.3.1 Excessive Absences

Specific attendance requirements may be established by supervisors as needed to ensure operational effectiveness. However, as a general rule, three occurrences of unplanned/unscheduled absence in a three-month period are considered excessive and may be grounds for corrective action. *See also Sections 17.7.4 and 13.5.3(6)*. This is not intended to prohibit or to penalize an employee for the use of leave granted under the Family and Medical Leave Act (FMLA), or other legally required leave, nor is it intended to restrict the use of vacation (annual leave) time that has been properly requested and approved in advance. *See also Section 13.9.*

2.3.2 Unauthorized Absences

An employee absent from the job without proper authorization for any period of time may be subject to corrective action, up to and including termination of employment. An employee absent from the job without proper authorization for three consecutive workdays may be considered to have resigned his/her position without notice, unless exigent circumstances are demonstrated upon review on a case-by-case basis. *See also Section 7.2.3.*

2.4 Time Increments

Hourly computations for the purpose of compensation and the use of annual, sick, holiday, or other types of leave will be computed in quarter hour increments for non-exempt employees.

Section 3 – Employee Status Changes

3.1 Policy Statement

Employees may undergo any number of changes in status and/or compensation. The purpose of this policy is to identify and describe the more common of these changes.

3.2 General Provisions

3.2.1 Requirement

All new hires, promotions, demotions, reassignments, or transfers are contingent on position availability, the employee meeting the minimum qualifications, and the availability of funds and are at the discretion of the County Manager and Board of Commissioners.

3.2.2 Status Change

Status changes described in this manual may affect compensation, based on position classification and availability of funds. A Personnel Action Form (PAF) must be completed to document all status changes.

3.3 Probation Period

3.3.1 Policy Statement

It is the purpose of the probationary period to serve as a working test period during which both employee and employer can evaluate the job and performance and decide whether to continue the employment relationship. Probationary employees and supervisors should utilize the time to examine all aspects of the job and related performance.

3.3.2 Original Probation Period

Newly hired employees are subject to a three (3) month probationary period in the position to which they are hired (the “Original Probation Period”). New hires who fail to complete the probationary period at an acceptable level shall be terminated from employment.

3.3.3 Position Probation Period

Employees who are promoted, demoted, or transferred to a different position are subject to a three (3) month probationary period in the new position (the “Position Probation Period”). If the employee fails to successfully complete a “position probation period” following promotion, he/she may be terminated or, at the County’s option, he/she may (i) be reinstated in his/her former position at his/her former rate of pay if the position is vacant, or (ii) assigned to any vacant position for which he/she is qualified at a rate of pay within the salary range of the vacant position. If no vacant position for which he/she is qualified is available, the employee will be terminated. If the employee fails to successfully complete a “position probation period” following demotion or transfer, he/she may be terminated or, at the County’s option, he/she may be assigned to any vacant position for which he/she is qualified at a rate of pay within the salary range of the vacant position. If no vacant position for which he/she is qualified is available, the employee will be terminated.

3.3.4 Extension of Probation

At the discretion of the supervisor, and with notice to Human Resources, the probationary period may be extended one time for an additional three (3) month period. If the probationary period is to be extended, the employee will be notified in writing.

3.3.5 Probation Period Restrictions

Employees in a probationary status are not eligible for reassignment, promotion, or voluntary transfer unless specifically approved by the County Manager or his designee. Employees in their "Original Probation Period" may not use annual leave, except under unusual circumstances as determined by the supervisor or department head.

3.3.6 "At Will" Status

The successful conclusion of a probationary period does not eliminate or alter the "at will" status of the employee. No property interest or appeal rights are granted at the end of the probationary period.

3.4 Promotions and Demotions

3.4.1 Eligibility for Promotion

Employees may be eligible to promote to higher classified positions based on qualifying skills and demonstrated performance.

3.4.2 Reasons for Demotion

Employees may be demoted as the result of failure to meet minimum performance standards established for their position, corrective action, job elimination, or reasonable accommodation. A recommendation for demotion must be in writing and must contain the reasons why it is necessary to recommend demotion rather than alternative personnel actions. Only Division/Department Heads, in consultation with the Human Resources Director, may authorize a demotion. The Division/Department Head shall notify the employee in writing.

3.5 Reassignment

3.5.1 Management Reassignment

An employee may be reassigned to a position in the same rank or classification with different duties and responsibilities at the discretion of the department head.

3.5.2 Temporary Reassignment to Modified/Light Duty

Any employee may be, but is not required to be, temporarily reassigned to modified, lighter, or safer duties for a reasonable time period when the employee is unable to perform his/her current duties based on a medical certification by a physician, or when continued performance of current duties may aggravate a present medical condition/problem as diagnosed by a physician. Determining what is a "reasonable time period" depends on factors such as, but not limited to, the employee's anticipated progress based on reports from health care professionals, any disruptions in the County's operations due to the employee's light duty assignment, and the County's continuing need for or ability to provide the light duty assignment. The County may require an employee to be examined by an appropriate health professional of the County's choice and at the County's expense if the employee provides insufficient information from his/her treating physician (or other health care professional) to substantiate that he/she is unable to perform current duties. Every reasonable effort

will be made to reassign the employee to other duties within the same department. During the reassignment period, the employee will be required by the Human Resources Department to provide periodic reports regarding the employee's ability to perform duties.

If a reassigned employee is unable to resume, with or without reasonable accommodations, his/her original duties within a reasonable time period, the Human Resources Department may assist in evaluating other assignments for a possible transfer into another classification for which the employee is qualified and able to perform the essential functions of the position (with or without reasonable accommodations), and at a salary comparable to that of other employees in the same classification. If no vacancy exists in another classification for which the employee is qualified (with or without reasonable accommodations), the employee may be terminated from employment unless additional leave for a specified period is considered a reasonable accommodation to enable the employee to return to his/her original duties and perform the essential functions of his/her original job. Indefinite leave is not considered to be a reasonable accommodation.

3.5.3 Temporary Reassignment to Higher Classification

An employee may be temporarily assigned to an acting status in a higher position having different duties and responsibilities when:

1. An existing position is vacant or the incumbent is or is expected to be absent from work for at least thirty (30) days;
 2. Operational effectiveness precludes dispersing the duties of the position among other equally classified employees;
 3. The employee meets the minimum qualifications of and is capable of performing the assigned duties of the higher-level position; and
 4. The County Manager approves the temporary acting status prior to the reassignment.
- It is the responsibility of the Department Head to request temporary reassignment and, if granted, to submit paperwork to return the employee to the previous position and pay once the temporary reassignment has ended.

3.5.4 Employee-Sought Reassignment

Employees may voluntarily seek transfers to equally or lower classified available positions for which they are qualified. Such transfers may not be granted if the County Manager determines that it is not in the best interest of County operations.

3.5.5 Transition from Full-Time to Part-Time

Employees are not permitted to transition directly from a full-time position to part-time employment with the County. An employee who wishes to voluntarily resign from full-time employment and work in an available part-time position may be, but is not guaranteed to be, rehired following a minimum of a 13-week separation of employment, but only if the employee does not access or transfer funds in his/her retirement account during the separation. An employee wishing to transition from full-time to part-time employment must submit a completed request form to his/her supervisor. Any exception to this policy must be approved by the County Manager. **See also Section 5.9.2.**

3.6 Reclassification of a Position

3.6.1 General Overview

Reclassification of a position may occur at the request of a department head and upon approval of the County Manager when the job duties actually performed, and/or the minimum qualifications of the position have significantly changed since the job description was written. Reclassification may result in a position being placed in a higher, lower, or equivalent classification. Employees whose positions are reclassified will not be subject to a “position probation period”.

3.6.2 Approval

All requests for reclassifications should be submitted to the Human Resources Director for review and analysis. Any recommendation to reclassify a position must be approved by the County Manager.

Section 4 – Nepotism and Non-Fraternization

4.1 Nepotism

4.1.1 Policy Statement

It is the County's policy that relatives (which, for the purposes of this policy, include spouse, child, parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, or any individual living in the employee's household) will not be employed in regular full-time or part-time positions where:

1. One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other;
2. Other circumstances exist which would place the relatives in an actual or reasonably foreseeable conflict between the County's interest and their own.

4.1.2 Options to Maintain Policy Compliance

To address new or newly-discovered relationships that conflict with Section 4.1.1 above, the County will consider the following options:

1. Voluntary movement of either or both employees based on availability of positions in other departments and qualifying skills of the employee(s).
2. Involuntary reassignment of the more senior employee to an available position of equivalent status/grade based on qualifying skills of the employee.
3. Resignation or dismissal from County service.

4.2 Applicability to Relatives of Specific Individuals

4.2.1 Relatives of Members of the Board of Commissioners

Relatives of members of the Board of Commissioners are ineligible for full-time employment by any County department; provided, however, that a relative who is already employed by the County at the time of the election shall be eligible to remain so employed. Assuming other policies and guidelines relating to conflicts of interest are met, relatives of the Board of Commissioners shall be eligible for employment in any County department as part-time employees.

4.2.2 Relatives of the County Manager

Relatives of the County Manager are ineligible for employment in any capacity in any County department.

4.3 Non-Fraternization

4.3.1 Policy Statement

Romantic or sexual relationships between a supervisor and a subordinate employee can cause real or perceived conflicts of interest. In order to prevent these conflicts, the County prohibits such relationships between a supervisor and an employee in a reporting relationship. This policy applies regardless of whether or not both parties freely consent to such relationships. Should a supervisor desire to date or become involved with a subordinate employee, the supervisor should first resign from his/her position with the County. For the purposes of this Section, "reporting relationship" refers to an individual's immediate supervisor, the supervisor's supervisor, or any other supervisory employee further up in the employee's chain of command.

Romantic or sexual relationships between coworkers who are not in a reporting relationship can also result in real or perceived conflicts of interest. While these relationships are not prohibited by this policy, any resulting behavior that is disruptive, offensive, or inappropriate is prohibited and is grounds for corrective action.

Section 5 – Hiring and Selection

5.1 Policy Statement

Bulloch County is committed to employ, in its best judgment, the most highly qualified candidates for approved positions in compliance with all applicable employment laws. It is the policy of the County to provide equal employment opportunity to all applicants and employees. Authorization from the Human Resources Department is required to initiate any action for an open position including any recruitment efforts or advertising.

5.2 Equal Employment Opportunity (EEO)

The County provides equal opportunity to all employees and applicants without regard to race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, marital status, genetic information, or status as covered veterans in accordance with applicable Federal, State, and local laws. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, placement, promotion, corrective action, termination, reduction in force, transfers, leaves of absence, compensation, working conditions, training, and benefits.

5.3 Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) prohibits unlawful discrimination based on disability in the areas of employment, public services, and public accommodations. The ADA requires employers to reasonably accommodate qualified individuals with disabilities. The County will not unlawfully discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. The County will provide reasonable accommodations to both employees and members of the public, if so requested.

5.4 Selection Criteria

Selection for employment with the County is based on job-related qualifications and is contingent on satisfactory results of such exams or tests as are either required by law or administered due to job-related duties.

5.5 Minimum Age

Eighteen (18) is the minimum age of employment for the County with the exception of selected part-time positions where:

- Persons are at least age 16; and
- The positions are non-hazardous and employment of minors is permitted by law.

5.6 Work Authorization

All employees must provide proof, as required by USCIS Form I-9, of eligibility for employment within the United States, and must maintain work authorization eligibility as a condition of continued employment.

5.7 Application Process

5.7.1 Acceptance of Applications

As a general policy, applications/resumes will only be accepted for positions that are vacant (or in the process of being vacated) and that are posted as open positions.

5.7.2 Recruitment Requests

Upon a vacancy, the supervisor should notify the Human Resources Director. A recruitment announcement/advertisement will be posted listing the position, the minimum qualifications, and the closing deadline for application submission. This announcement will be posted for a minimum of ten (10) business days. Unless otherwise specified, all postings will be open to both internal and external candidates.

Internal-Only postings: With the approval of the Human Resources Director, the Department Head may choose to consider only internal candidates for an existing vacancy. Internal-only postings will be approved when (1) there are a sufficient number of internal candidates from which to select and (2) the vacancy represents a typical career progression for individuals in the candidate pool. In this situation, the Department Head will notify eligible candidates within the department of the vacancy, giving them a minimum of 48 hours to submit an application for the position.

Waiver of posting process: Should a position become vacant within 90 days of having been filled, the position will not require re-advertising if there are additional qualified candidates to consider from the previous posting.

5.7.3 Forms and Submission

All candidates for a position must complete the employment application process. Resumes and letters of interest will be accepted in addition to, but may not be substituted for, the standard application process. Additional information outside the initial employment application may be required for some positions.

5.7.4 Examinations

As determined by the supervisor and the Human Resources Director, the selection process may include, but not necessarily be limited to, one or more of the following: oral interviews, evaluation of experience and training, written / computerized / performance skills test, physical ability skills test, driver history, criminal history, psychological testing, drug test, and reference and background checks. Any written or oral test, performance skills test, or other selection procedures must be valid as to its ability to test for job performance. Any such selection procedure that has an adverse disparate impact on persons subject to Title VII of the Civil Rights Act of 1964, as amended, or any other Federal equal employment law must be validated in accordance with the guidelines of the Equal Employment Opportunity Commission. Candidates for those positions designated as physically demanding and/or safety-sensitive may be required to undergo post-offer physical examinations at the County's expense prior to employment.

5.7.5 Falsified or Omitted Material

Omission or falsification of any material fact on an application or resume or any other official agency documentation disqualifies an applicant for consideration of employment, transfer or promotion. Corrective action, up to and including termination, may be taken against a current employee for an omission or falsification, regardless of when the omission or falsification is discovered.

5.8 Selection

5.8.1 Job-Related Criteria

Selection for employment with the County is based on job-related criteria that may include, but is not limited to:

1. Possession of the necessary knowledge, skills, abilities, training, education, licenses, certifications, and experience required for the position.
2. Satisfactory results on performance tests and/or physical or psychological examinations, or drug and alcohol tests.
3. Satisfactory results on criminal history, driving record, and employment and education reference checks. (Criminal history evaluation will be based on an individualized assessment that includes the nature and gravity of the offense, the time that has passed since the offense and/or completion of the sentence, and the nature of the job sought.)

5.8.2 Position Control

It is the responsibility of the Human Resources Department to monitor all vacancies in order to track authorized positions and the status thereof. No full-time position will be advertised or filled without an authorized vacancy.

5.9 Re-Employment

5.9.1 Re-Employment Eligibility

To be considered for re-employment, a former employee must have demonstrated acceptable prior service with the County and must meet the current minimum qualifications for the position for which he/she is applying. Re-hired employees are subject to the conditions of employment and benefits of a newly hired employee. Re-hired employees are subject to any waiting periods and eligibility requirements in the County's various benefits and retirement plans.

5.9.2 Re-Employment Agreements Prohibited

An employee planning to retire or terminate employment cannot, prior to the retirement or separation of employment, discuss re-employment with anyone at the County in order to facilitate a distribution from the retirement plan that would not otherwise be available. Any re-employment with the County after receiving pension payments must be caused by exigent circumstances that were not anticipated at the time of separation. *See also Section 3.5.5.*

5.10 Emergency Employment

The County Manager may approve emergency employment without advertising the vacancy when the position must be filled immediately.

5.11 Contract Employment

5.11.1 General Overview

Personnel from temporary employment agencies may be utilized from time to time by the County to facilitate business needs. The temporary agency is responsible for hiring, training, assigning, disciplining, and terminating its contract personnel, as well as for payroll/benefits. For performance purposes, contract personnel utilized by the County will be supervised by the Division Head or designee.

5.11.2 Requests for Employment Agency Personnel

Requests for employment agency personnel must be placed through the Human Resources Department and are subject to availability of funds. Temporary assignment must be approved by the Human Resources Director and County Manager prior to the engagement of the contract service.

5.12 Outside Employment

5.12.1 General Overview

The County recognizes that employees may seek additional employment during their off hours to earn additional income or develop new skills and experience. Despite any other outside employment, the Bulloch County job is the primary employment responsibility for any full-time employee. Working extended hours while at a secondary job may adversely affect the health, safety, endurance, and productivity of employees. The County does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime or travel when required by the County. Outside employment also presents the opportunity for conflicts of interest.

5.12.2 Outside Employment

Outside employment is subject to approval by the supervisor or designee. A County employee may not engage in any business, trade, occupation, or profession that:

1. Brings the County into disrepute;
2. Reflects discredit upon the employee as an employee of the County;
3. Interferes with the performance of the employee's County duties;
4. Presents a conflict of interest;
5. Results in misuse of County property or funds;
6. Results in use of the County position for unethical and/or illegal personal gain;
7. Violates department policy or procedure; or
8. Decreases the health, safety or endurance of employees or adversely affects their productivity.

Permission granted is subject to revocation in the event of a subsequent conflict with this policy.

5.12.3 Dual County Employment

Employees may not work in more than one assignment for Bulloch County without the review and consent of the Human Resources Department and the Department Head for the primary position.

5.12.4 Prohibitions

1. If an employee is on leave for personal medical reasons (sick leave, Workers' Compensation, FMLA, etc.), he/she is not able to engage in outside employment without the specific approval of the County Manager.
2. No employees shall engage in outside employment while on duty with the County.

Section 6 – Performance Management and Evaluation

6.1 Policy Statement

The job performance of all employees will be reviewed periodically to determine if the performance of the employee meets expectations. A periodic formal performance evaluation is intended to ensure that all employees:

1. Are aware of what duties and responsibilities are expected;
2. Understand the level of performance expected;
3. Receive timely feedback about their performance;
4. Have opportunities for education, training, and development;
5. Are evaluated in a fair and consistent manner; and
6. Have the opportunity to discuss performance goals.

6.2 General Provisions

6.2.1 Timing

It is intended that the performance of employees will be formally reviewed and documented at least annually for all full-time employees on the schedule prescribed by the Human Resources Department. However, the failure to conduct one or more formal annual reviews of an employee's performance will not give the employee any right to demand a formal review, nor will it excuse in any way the employee's poor performance.

6.2.2 Performance Discussion

Informal reviews by the supervisor throughout the year are encouraged. The purpose is to foster communication, assure common understanding of purpose and expectations, and assist in detecting problems as they develop.

6.3 Evaluation Process

6.3.1 The Evaluator

1. No employee should have any doubt as to whom he/she is accountable for his/her work performance at any given time. If the employee has worked in a different position/department or for a different supervisor during the formal evaluation year, the evaluator should consult with the previous supervisor(s) to gain input/information for the evaluation. All aspects of an employee's work performance for the entire year should be included in the formal evaluation.
2. Division Heads reporting directly to the County Manager will be evaluated by the County Manager.
3. The Chairman and other County Commission members will collectively evaluate the County Manager.

6.3.2 Performance Evaluation Tool

1. The supervisor will document the employee's evaluation using the designated Performance Evaluation tool.
2. All performance evaluation forms and any related documentation shall be maintained by the Human Resources Department.

6.3.3 Evaluation Discussion

1. If possible, the supervisor should give advance notice to the employee prior to his/her performance evaluation discussion. The evaluation discussion should take place in a quiet, uninterrupted environment. Together the supervisor and employee will discuss the employee's performance during the review period and will plan for the next review period. The contents of the review should:
 - Identify the principal duties of the job and measured results of those duties during the review period;
 - Review the expectations of the level of performance and the measured results of meeting those expectations during the review period;
 - Identify and address areas of employee developmental needs;
 - Develop an action plan for training to improve skills or to learn new skills;
 - Set goals and objectives for the upcoming year; and
 - Offer advice on career advancement, specialization, and training.
2. The evaluation discussion with the employee may result in agreed-upon plans (i.e. training needs, goals, etc.) that should be recorded on the performance evaluation.
3. The employee should be given the opportunity to make oral or written comments on his/her performance evaluation.
4. The employee should have access to a copy of his/her performance evaluation.

Section 7 – Separation of Employment

7.1 Policy Statement

Employees leave the County workforce, voluntarily or involuntarily, for a variety of reasons. Regardless of the circumstances, the end of employment shall be conducted in a discreet, respectful, and efficient manner. Procedures may exist affecting the employee's final pay. Employees should make themselves aware of these procedures.

7.2 Employment Separation

7.2.1 Resignation

Any non-exempt employee who wishes to resign or retire is requested to submit a written notice of resignation to his/her supervisor at least two (2) weeks prior to the effective date of the resignation. Exempt employees are requested to give at least four (4) weeks written notice. The resignation notice should indicate the reason for resigning and the last working day or shift with the County. The resignation effective date should be the last day the employee will actually perform work and should not be a holiday or other non-work day.

Leave Time During Notice Period: Employees will not be allowed to use annual leave during the notice period unless it was scheduled and approved prior to giving notice.

Annual Leave Payment / Annual Leave Offset: Employees who voluntarily resign from the County will be paid the balance of their unused annual leave, accrued through the last day worked. However, employees who choose not to provide written notice or who provide less than the expected notice period will receive a reduction in their annual leave balance to offset the amount of notice not given.

Wages in Lieu of Notice: An employee who submits a notice of resignation may be requested to leave immediately, or at any time during the notice period, at the discretion of the County. If the supervisor relieves the employee from duty for some or all of the notice period, the employee will be paid "wages in lieu of notice" through the effective date of his/her resignation (maximum of two weeks for non-exempt employees and four weeks for exempt employees).

7.2.2 Failure to Report (Job Abandonment)

An employee who is absent from work for a period of three (3) consecutive working days without notifying his/her supervisor of the reasons for his/her absence and without receiving permission to remain away from work shall be considered as having quit without notice; provided, however, that the failure to contact his/her supervisor was not caused by unavoidable emergency circumstances that made such contact impossible. The official termination will be effective as of the date of the third consecutive day with no notification. An employee who "quit without notice" under these circumstances will forfeit the payment of any unused annual leave. Nothing in this policy is intended to prohibit termination of the employee prior to expiration of the three-day absence period for a reason other than job abandonment.

7.2.3 Involuntary Termination

Employees who are involuntarily terminated (commonly referred to as "fired") from the County will be notified of the reasons for the dismissal and the date of the dismissal. The Human Resources Director should be consulted prior to the involuntary termination

of an employee. Individuals who are involuntarily terminated will forfeit payment for unused annual leave. Resignation in lieu of termination is considered involuntary, for the purposes of this policy.

7.2.4 Loss of Job Requirement(s)

Any employee who is unable to do his/her job adequately because of loss of, or inability to obtain, a necessary license or other requirement may be terminated. The effective date will be the last day worked. A separation for this reason will not result in the forfeit of unused annual leave balance.

7.2.5 Death of Employee

An employee who dies shall be separated as of the date of death. Any salary due the employee, along with any unused annual leave balance, will be paid as required by law.

7.2.6 Exit Interview

After receiving written notice of voluntary resignation or retirement, the Department Head or Division Head shall notify the Human Resources Director and will forward the original written notice of resignation or retirement to Human Resources. Whenever possible and practical, the Human Resources Department will conduct an exit interview with departing full-time employees.

7.2.7 Separation Notice and Notification of Benefits

All employees who leave employment with the County either voluntarily or involuntarily will receive a Separation Notice. Employees will also receive, if applicable, information related to discontinuation of benefits, COBRA, final pay, etc.

7.3 Reduction in Work Force

7.3.1 Statement of Policy

A reduction-in-force (also referred to as a "layoff") may result in the separation of an employee due to abolishment of a position, a shortage of funds or work, a need to increase efficiency, material change in the duties or organizational unit of the Department, or for any other reason. No reduction-in-force shall be made for the purpose of dismissing an employee for incompetence, misconduct, or for other reasons specific to the employee. The reduction does not reflect discredit upon the service of the employee.

7.3.2 Procedures

The County Manager is authorized to initiate a reduction in force. Probationary or non-regularly scheduled employees will be considered for layoff prior to full-time or regular part-time employees being affected. Prior to the reduction-in-force, consideration may be given to work records, performance history, assigned duties, job skills, and length of service in determining which employees shall be eliminated in the affected job class. Seniority will be considered when performance and qualifications are equal. An employee shall not be terminated based on race, color, creed, religion, sex, sexual orientation, gender identification, national origin, age, disability, genetic information, or any other category protected by Federal and/or State law. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

7.4 Name Clearing Hearings

7.4.1 Right to Name Clearing Hearing

Any employee who has been discharged from employment with the County shall be entitled to a name clearing hearing before the Board of Commissioners if the discharged employee believes or alleges that the County or any of its officers or employees made public a false statement of a stigmatizing nature about the discharged employee in connection with his/her discharge from employment.

7.4.2 Procedure for Name Clearing Hearing

Any employee who believes that he/she is entitled to a name clearing hearing may submit a written request for a name clearing hearing to the Human Resources Director. The written request must be received by the Human Resources Director within 30 days of the date of the employee's discharge and shall include the specific statement or statements that the employee alleges were false and stigmatizing in connection with the employee's discharge. Upon receiving the request, the Human Resources Director shall take steps to schedule a name clearing hearing before the Board of Commissioners and shall notify the requesting employee in writing of the time and place of the hearing. The name clearing hearing shall be held before the Board of Commissioners in a meeting that is open to the public. The employee's failure to submit a timely written request will nullify the employee's entitlement to a name-clearing hearing.

7.4.3 Purpose of Name Clearing Hearing

The purpose of a name clearing hearing is to allow the employee to present evidence in an attempt to publicly clear his/her name of any allegedly false and stigmatizing statements made in connection with the employee's discharge. The purpose is not for the Board of Commissioners to reconsider the employee's discharge from employment or to reinstate the employee to his/her former position with the County. Therefore, the Board of Commissioners will not make any decisions regarding any matters presented at the name clearing hearing.

Section 8 – Use of County Property and Equipment

8.1 Policy Statement

The County is committed to providing a safe workplace and has a substantial investment in the property and equipment used to provide employees the tools for the effective and efficient accomplishment of County business. The appropriate use of facilities, vehicles, equipment, and other items is expected from employees. Additionally, this policy governs the use of computer and electronic communications systems.

8.2 Definitions

For the purposes of this Section, the following definitions shall apply:

8.2.1 Electronic Communications Systems

“Electronic Communications Systems” is defined as Internet, electronic mail, telephone, voice mail, facsimiles, pagers, cellular phones, radios, computer and computer networks, directories, and files.

8.2.2 Property

“Property” includes all facilities, vehicles, furniture, supplies, and equipment provided and/or used in the course of employment, including telephone, computer, and Electronic Communications Systems.

8.2.3 Sensitive Data

“Sensitive data” includes personally identifiable information (such as social security numbers and dates of birth), medical information about any individual or group of individuals, financially private information (such as credit/debit card numbers and account numbers), and any other information that is not appropriate to release without authorization.

8.3 General Provisions

8.3.1 Authorization and Use

An employee shall not, regardless of value, take County Property without authorization. The use of County Property for personal gain or for other than official duty-related use is prohibited.

8.3.2 Care

Employees shall exercise care in maintaining, protecting and securing County-owned Property and shall report loss or damage to a supervisor immediately.

8.3.3 Physical Security of Electronic Communications Systems

Computer hardware, software, and data storage devices should be protected from misuse, unauthorized access and environmental hazards. Storage media devices should be kept out of sight and, if they contain Sensitive Data, secured. Storage media devices containing Sensitive Data must not be removed from Bulloch County premises without authorization from the supervisor; if such authorization is granted, these devices must be safeguarded against loss or access by unauthorized individuals.

8.4 Privacy

No employee shall have an expectation of privacy in any Property. This includes the use of the computer and Electronic Communications Systems, including, but not limited to, the e-mail and

voice mail messages he/she creates, stores, sends, and receives, and the Internet sites he/she visits.

8.4.1 Inspection of Property

Employees may be assigned and/or authorized the use of County-owned vehicles, lockers, desks, cabinets, computers, etc., for the convenience of the County and its employees. Management reserves the right to search Property assigned to employees as well as documents in employee desks, lockers, file cabinets, etc.

8.4.2 Monitoring

The County has the right to monitor any and all aspects of its computer and Electronic Communications Systems, including, but not limited to, monitoring sites visited on the Internet, reviewing material downloaded or uploaded to the Internet, and reviewing e-mail sent and received. Such monitoring may be conducted at any time and without notice. Use of the Property automatically constitutes consent to such monitoring, including, but not limited to, GPS tracking on County vehicles.

8.4.3 File Server Usage

Personal data, including but not limited to photos, music files and personal documents, should not be stored on the County network. The County reserves the right to delete any and all stored data not related to County business without notice to the employee.

8.5 Corrective Action

Employees may be subject to corrective action, up to and including termination of employment, for improper use of Property. Repayment for loss or damage may be required under this Section in addition to, or in lieu of, corrective action. Required repayment may be made by payroll deduction from the employee's pay as necessary to recoup the amount to be recovered.

8.6 Electronic Communications Systems

8.6.1 No Right to Privacy

Employees will not have privacy rights with respect to any activity using County-provided Electronic Communications Systems. All data, including e-mail messages composed, sent, and received on County Electronic Communications Systems, are the property of the County.

8.6.2 Professionalism

At all times users have the responsibility to use Electronic Communications Systems in a professional, ethical, and lawful manner. Users should use the same care in drafting e-mail and other electronic documents as they would for any other written communications. Users should always strive to use good grammar and correct punctuation. Anything created or stored on the Electronic Communications Systems may be reviewed by others, and the quality of communications is a direct reflection upon the County.

8.6.3 Appropriate Use

Personal use of the Electronic Communications Systems is a privilege that may be revoked at any time. Occasional, limited, and appropriate personal use of the Electronic Communications Systems is permitted if the use:

1. Does not interfere with the user's work performance and productivity;
2. Is not excessive per management's discretion;
3. Does not interfere with any other employee's work performance and productivity;

4. Does not compromise the integrity of the Electronic Communications Systems; and
5. Does not violate any other provision of this policy or any other policy, guideline, or standard of the County and any local, State or Federal laws.

8.6.4 Inappropriate Use

Under no circumstances should the Electronic Communications Systems be used for sending, transmitting, intentionally receiving, copying, or storing any communication that is fraudulent, harassing, discriminatory, sexually explicit, profane, obscene, intimidating, defamatory, or in the County's sole opinion otherwise unlawful or inappropriate. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor and the Human Resources Department. Exceptions are limited to investigations into criminal activities, which may require the use of the Internet for information and intelligence gathering. Other prohibited uses of the Electronic Communications Systems include, but are not limited to:

1. Utilizing social media sites (e.g. Facebook®, Twitter®, and others) for non-work related purposes;
2. Sending copies of documents, messages, software, or other materials in violation of copyright laws;
3. Compromising the integrity of the County and its business in any way; and
4. Advertising or conducting personal business activities.

8.6.5 Information Security

Employees should know and abide by any County or departmental directives dealing with security and confidentiality of Bulloch County records and should avoid, when possible, transmitting Sensitive Data.

8.6.6 Avoiding Malware

Employees should exercise caution when downloading files from the Internet, accepting e-mail attachments from outsiders, or using storage media devices from non-County sources. These files may contain malicious software (commonly referred to as "malware") that can damage the County's computer network. If an employee suspects that a virus has been introduced into the County's network, he/she should notify his/her supervisor and the contracted IT vendor immediately.

8.6.7 Misuse of Software

Without prior authorization from the County's IT representative, employees may not do any of the following:

1. Copy software for use on their home computers or to other computers;
2. Provide copies of software to any independent contractors of the County or to any third person;
3. Install software on any of the County's workstations or servers;
4. Download any software from the Internet or other online service to any of the County's workstations or servers;
5. Modify, revise, transform, recast, or adapt any software; or
6. Reverse-engineer, disassemble, or decompile any software.

Employees who become aware of any misuse of software or violation of copyright law should immediately report the incident to the contracted IT vendor.

8.6.8 Passwords

Authorized users will be given a log-in name that allows access to the network. Each user will have a personalized password, which should be obscure in nature and not divulged to others. Any device (including but not limited to both County-owned and employee-owned cell phones, tablets, and laptops) that contain County business or data must be password-protected. Any employee with knowledge of any password that is not his/her own shall report it to his/her supervisor immediately. No employee shall attempt any unauthorized access to the system.

8.6.9 Public Records and Disclosure

An electronic message (e-mail) sent or received by the County's Electronic Communications System in the conduct of public business is subject to the Open Records Law and may be considered a public record. E-mails stored and accessible (whether from the employee's computer, from a file server, from a system backup, or otherwise stored), are still public records and must be produced upon request unless the e-mail or any portion is exempt from disclosure under the Open Records Law. Electronic records are also subject to Records Retention laws and must be properly saved in accordance with retention policies.

Section 9 – Safety and Accident Reporting

9.1 Policy Statement

The County is committed to providing a safe workplace. Employees are expected to take an active role in promoting workplace safety by reporting unsafe working conditions and by following safety rules in this manual and of their respective departments.

9.2 General Provisions

9.2.1 Division Head Responsibility

Each Division Head is accountable for the safety of employees within the division and should ensure that individual supervisors are (1) providing safety information to employees and (2) encouraging and promoting safe work practices among their employees.

9.2.2 Supervisor Responsibility

Direct responsibility and oversight for the safety of any operation or function rests with the immediate supervisor. The supervisor is expected to provide department-specific and task-specific safety training for employees and to ensure that departmental new hires have received safety information specific to their job responsibilities. The supervisor is also responsible to ensure employees are provided, and are using, personal protective equipment as needed.

9.2.3 Safety Committee Responsibility

The County Safety Committee is comprised of representatives from various County departments and is responsible for reviewing/analyzing accident trends, recommending safety policies or activities, promoting awareness of safety and loss control tools, and communicating safety-related information to employees.

9.2.4 Human Resources Department Responsibility

The Human Resources Director chairs the Safety Committee and is responsible for implementing and overseeing safety initiatives, conducting quarterly Safety Committee meetings, and distributing periodic reports to Division Heads and the County Manager.

9.2.5 Employee Responsibility

Employees are responsible for exercising care and good judgment in preventing accidents and for observing safety rules and procedures when performing their duties. Employees are required to:

1. Report all accidents to their supervisor immediately;
2. Report any unsafe work conditions, equipment, or practices to their supervisor as soon as possible;
3. Attend scheduled safety meetings and activities; and
4. Maintain contact (in the event of an on-the-job injury resulting in lost work time) with the supervisor and the Human Resources Department regarding work status.

9.2.6 Equipment Repair

An employee has a responsibility to report the need for repairs of any County-owned or leased property issued to the employee. No employee shall alter, repair, or in any way change, add to, or remove any parts or accessories of any County-owned or leased property without the permission of the supervisor.

9.3 Personal Protective Equipment

The County will provide items of personal protective equipment to be used by employees while performing certain job functions. Supervisors will direct the use of personal protective items when warranted, and employees are required to comply with such direction.

9.4 Seat Belt Use

Seat belts shall be used by all persons, both drivers and passengers, when (a) in a County vehicle when the vehicle is operating, (b) in any personal vehicle when the personal vehicle is being used for County business, and (c) on all County construction equipment when equipped with a seat belt.

9.5 Accidents

9.5.1 Prompt Notification of Supervisor

All of the following, collectively referred to throughout this Section as an "Accident," shall be promptly reported to the immediate supervisor:

1. All injuries to an employee or other person occurring during the course of business;
2. All accidents involving County-owned or issued vehicles or equipment, whether or not occurring during the course of business;
3. All accidents involving personal vehicles or equipment used during the course of business; and
4. All property damage occurring during the course of business.

9.5.2 Employee Responsibilities – Vehicle Accidents

Unless transported from the accident scene for medical treatment, the employee involved in a job-related accident involving a vehicle should:

1. Report the Accident and any injuries to local law enforcement. A copy of the report should be forwarded to the Human Resources Department when received from the agency.
2. Notify his/her supervisor or designee.
3. Obtain the name, address, phone number, and name of insurance company of other party.
4. Record the name, address, and phone number of any witnesses, if possible.
5. Be courteous, but not make or sign any statement for anyone other than the officer/deputy responding to the scene, the employee's supervisor, the Human Resources Department or, when approved by the supervisor or Human Resources, the insurance representative for the County.
6. Remain at the scene until excused by law enforcement personnel.
7. Not discuss or reveal information or provide statements to non-County personnel subsequent to the Accident. This does not prohibit cooperation with law enforcement investigations outside the County's jurisdiction.
8. Arrange towing of damaged County vehicle, if necessary.
9. Submit to all requested post-Accident testing as directed by the supervisor or other County management representative.

9.5.3 Accident/Incident Reporting to Human Resources

The supervisor or other designated employee should complete an Accident/Incident Report and submit to the Human Resources Department promptly following the

accident. For serious accidents, the Human Resources Department should be notified by telephone as soon as possible.

9.6 Workplace Violence

9.6.1 Policy Statement

The County is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Bulloch County has adopted the following guidelines to deal with intimidation, harassment, or other threats of violence that may occur during business hours or on its premises.

9.6.2 Scope

This prohibition against threats and acts of violence applies to all persons involved in the operation of the County, including but not limited to, County personnel, contract and temporary workers, and anyone else on County property. All employees, elected officials, members of the public, and guests should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

9.6.3 Restriction on Conduct

Conduct that harms, threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated.

9.6.4 Duty to Report

All threats of or actual violence are to be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats or acts by employees, as well as threats or acts by customers, vendors, inmates, or other members of the public. When reporting a threat or act of violence, you should be as specific and detailed as possible.

9.6.5 Investigation

The County will promptly and thoroughly investigate all reports of threats of or actual violence. In order to maintain workplace safety and the integrity of its investigation, the County may suspend employees, either with or without pay, pending investigation.

9.6.6 Corrective Action

Anyone responsible for violence, threats of violence, or other conduct that is in violation of these guidelines will be subject to prompt corrective action up to and including termination of employment.

9.6.7 Protective Orders

Employees who have obtained an order of protection against another individual are encouraged, but not required, to consult with the Human Resources Department to determine whether any notifications or other actions may be appropriate.

Section 10 – Vehicle Use and Operation

10.1 Policy Statement

It is the County's policy that vehicles used for County business be operated in a careful, safe, and prudent manner consistent with all policies, regulations, and procedures of the County and with all local and State laws. County vehicles will be maintained in a safe and cost-effective manner and will be used only for intended purposes. Employees are expected to display courteous and considerate driving habits when operating a County vehicle or a personal vehicle for County purposes.

10.2 Authorized Uses

Vehicles owned by or otherwise controlled by the County are authorized for use in performance of essential travel and transportation duties, including the following authorized uses:

1. The performance of law enforcement duties.
2. When on official travel status, between place of business and place of temporary lodging.
3. When on official travel status and not within reasonable walking distance between either of the above places and: 1) places to obtain meals; 2) places to obtain medical assistance, including drugstore.
4. Transport of officers, officials, employees, clients or guests of the County, including transport of consultants, contractors, or commercial firm representatives when in direct interest of the County.
5. Transport of materials, supplies, equipment, parcels, baggage or other items belonging to or serving the interest of the County.
6. Transport of any person or item in an emergency situation.
7. Commute between place of dispatch or place of performance of official business to personal residence, if employee is assigned a vehicle with take home privileges.
8. "De minimis" personal use such as lunch or an occasional stop for a personal errand on the way between a business delivery location and the employee's home.

10.3 Unauthorized Uses

Unless express permission has been otherwise granted by the County Manager, use of a County vehicle is not authorized for unofficial travel duties or tasks, the transport of unauthorized persons or items, or the performance of tasks outside the rated capabilities of the vehicle. The following are considered unauthorized uses:

1. Travel for reasons of a personal nature and not connected with the accomplishment of official business, except for authorized commuting and "de minimis" personal use.
2. Travel or task performance beyond the stated capabilities of the vehicle.
3. Transport of family, friends, associates or other persons who are not employees of the County or serving the interest of the County, except for authorized commuting and "de minimis" personal use. An example of "de minimis" personal use is taking a child to school on the way to work.
4. Transport of hitch-hikers, except in the case of law enforcement personnel.
5. Transport of items or cargo having no relation to the conduct of official business, except for "de minimis" transport.

6. Transport of acids, explosives, weapons, ammunition or highly flammable material except in an emergency, public safety situation, or performance of an authorized task in the normal performance of duties.
7. Transport of any item, equipment or cargo projecting from the side, front or rear of the vehicle in such a manner as to constitute a hazard to safe driving.
8. Extending the length of dispatch beyond that required to complete the official business purpose of the trip.
9. Loan of vehicle for use in non-County functions, unless authorized by the County Manager.

10.4 Use of County Vehicles Preferred

Employees are encouraged to, when possible, use County vehicles instead of their own personal vehicles for official County business, including to attend training, run errands for the County, or any duties that would require transportation.

10.5 Driver Qualification

In order to operate a County-owned vehicle in the course of business, an employee must:

1. Be at least 18 years of age;
2. Have a valid Driver's License for the class of vehicle to be driven;
3. Be otherwise qualified under Federal and State regulations to drive the vehicle;
4. Be trained and authorized to operate the vehicle; and
5. Not be disqualified due to driving history (see "Driver Disqualification" below).

10.6 Driver Disqualification

Employees and applicants will not be qualified to drive a County vehicle, nor a personal vehicle for County business, if one or more of the following have occurred within the prior 36 months. Any exception to this policy must be approved by the Human Resources Director.

1. Conviction of an alcohol or drug-related offense while driving (includes Driving Under the Influence, Driving While Intoxicated, etc.);
2. Conviction of three or more speeding violations or one or more other serious driving violations.

Employees may also be disqualified from driving following a charge of Driving Under the Influence or other serious violation.

10.6.1 License Review and Motor Vehicle Record Checks – Pre-Employment

The County will check motor vehicle records of applicants prior to making offers of employment. As part of the hiring process, applicants will be required to sign a written consent form allowing the County to check motor vehicle records at any time prior to or during their employment.

10.6.2 License Review and Motor Vehicle Record Checks – Periodic

To ensure the maintenance and validity of driver's licenses, driving records of employees who operate vehicles for work purposes may be examined by the Human Resources Department on a periodic basis. An employee having an unacceptable MVR, as described above, may be subject to termination.

10.6.3 Notification Requirements

Employees who operate vehicles in the course and scope of their employment must notify their supervisor:

1. When their driver's license becomes invalid or suspended for any reason. Such employees will immediately be prohibited from operating vehicles on County business.
2. When they receive a citation for any violation while operating a County vehicle. The employee will be responsible for paying any fine or penalty incurred and will be subject to corrective action, up to and including termination. Failure to report a citation received may also be grounds for corrective action, up to and including termination.
3. When they receive a citation, whether such citation occurred on-duty or off-duty, for Driving Under the Influence, Hit-and-Run, Reckless Driving, or other serious driving offense. This requirement applies regardless of whether the vehicle being driven is owned by the County, owned by the employee, or owned by a third party.

10.7 Operation of Vehicles

1. Employees shall operate any vehicle used for County business in a careful and prudent manner and shall obey the laws, policies, regulations, and procedures of the County and State pertaining to such operation.
2. County vehicles are to be used only as required for the performance of job duties. Under no other circumstances should County vehicles be used for personal benefit or to transport family members or other unauthorized persons unless authorized by the County Manager or by the "Take Home Vehicle Policy". **See also Section 10.11.** Employees may, however, offer temporary assistance to a motorist with a disabled vehicle who needs emergency assistance.
3. County vehicles may be used to transport an employee to the doctor or hospital when an on-the-job injury occurs.
4. Employees who operate vehicles shall inspect the vehicle daily prior to driving. Any defective equipment shall be reported immediately to the driver's supervisor.
5. Drivers are responsible for the daily inside cleaning of vehicles; removal of drink cans, food wrappers, paper, and excessive soil; and for ensuring that vehicles are washed and waxed on a regular basis.
6. Smoking, vaping (the use of e-cigarettes), and other tobacco use in County-owned or leased vehicles is prohibited. **See also Section 11.2.**
7. Vehicles left unattended will be locked with engine off and the key removed from the ignition and retained by the driver.
8. Drivers shall adhere to all County safety procedures for vehicle operation and also to any additional departmental procedures for vehicle operation.
9. Drivers must never operate a vehicle when physically impaired or otherwise unfit to do so. This includes operating a vehicle while using or under the influence of alcohol or drugs, or while taking prescription or over-the-counter medications that may alter the employee's ability to safely operate a vehicle or equipment.
10. Drivers must wear seat belts at all times and ensure that each passenger in the vehicle is also restrained by a seatbelt.

11. In the event of an accident involving a County vehicle, drivers must follow all established accident reporting procedures.

10.8 Duty Restrictions

A physical, mental, or driving skill impairment that cannot be reasonably accommodated that affects an employee's ability to safely operate a motor vehicle, or failure to comply with the driver qualifications outlined in this Section, precludes that employee from operating any vehicle for County business. If the operation of a vehicle is an essential job duty, an attempt will be made to place the employee in a non-driving position. If such a position is not available, the employee will be relieved of duty. If the vehicle prohibition is due to suspected physical or mental impairment, the employee may be subject to a fitness for duty evaluation.

10.9 Non-employee Drivers

Individuals who are not employed by the County are not authorized to operate County vehicles unless:

1. Emergency circumstances exist; or
2. The express prior written approval of the County Manager and/or Chair of the County Commission is obtained.

10.10 Personal Vehicle Usage

Should an employee drive his/her own personal vehicle in the course of County business, he/she will assume all liability for property damage to his/her personal vehicle that occurs in the normal course of use and shall waive any claims against the County as a result of any such property damage. Employee must maintain automobile liability insurance of at least the minimum limits required by state law. Since the County does not accept liability of an employee's vehicle, it is always in the best interest of the employee to use a County vehicle if at all possible.

10.11 Take-Home Vehicles

10.11.1 Eligibility and Authorization

The following criteria apply to all requests for authorization to drive a County vehicle home:

1. Drivers of County vehicles must possess a valid State of Georgia Driver's License required for the type of vehicle being operated or a valid Driver's License from the state in which the employee resides which allows the employee to legally operate a County vehicle on Georgia roads;
2. The employee must be required to regularly return to work on County business, which includes checking facilities when problems arise or responding to emergency or medical situations. These duties must be articulated in the job description of the employee.
3. Take-home privileges must be authorized in writing by the County Manager.
4. Division Heads may remove take-home vehicle privileges from employees for disciplinary reasons, poor cleanliness, poor maintenance, at-fault accidents, unsafe driving, or excessive wear or abuse. Division Heads should notify the County Manager of the removal of any take-home vehicle privileges.

10.11.2 Vehicle Assignment

The assignment of a specific take-home vehicle will be determined by the Division Head. Vehicle assignments are based on availability. All vehicle assignments are subject to recall at any time.

10.11.3 Business Use

Except as specified in this manual, County vehicles are furnished for official County business and may not be used for personal reasons without express written consent by the applicable Division Heads or as allowed by this policy. The following exceptions are authorized:

1. Employees with “take home” privileges are authorized to make stops while traveling to and from work for legitimate reasons (i.e. Doctor/dentist, gym/fitness center, grocery store, etc.).
2. Employees are allowed to transport immediate family members to and from work, school, and day care while en route to and from work themselves.
3. County vehicles may be used to transport an employee to the doctor or hospital when an on-the-job injury occurs.

10.11.4 Prohibited Stops

While operating a take-home vehicle, employees are prohibited from patronizing bars, package stores, or any establishment that would reasonably be expected to result in public criticism. Violation of this Section shall result in discontinued privileges from the program.

10.11.5 Passengers

No passengers except those expressly allowed in this policy may be transported in take-home vehicles unless they are connected to County business or unless authorized by the Division Head or County Manager.

10.11.6 Driver’s Responsibilities

Drivers who are assigned take-home vehicles are required to ensure the vehicle is maintained and repaired as needed, reasonably clean on the inside and outside, and refueled as needed.

Section 11 – Tobacco-Free Environment at County Facilities

11.1 Policy Statement

Consistent with the public health concerns addressed by the adoption of the Georgia Smokefree Air Act of 2005, all County enclosed buildings and vehicles are hereby declared to be smoke-free areas. In addition, based upon the maintenance and cleanliness issues presented by the use of smokeless tobacco that gives rise to increased facility costs and resulting public health concerns, all County enclosed buildings and vehicles are hereby declared to be tobacco-free areas.

11.2 General Provisions

The following rules relative to smoking, vaping (e-cigarettes), and the use of other tobacco products have been established:

11.2.1 Prohibited Use

1. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) are prohibited in all County buildings and County vehicles;
2. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) by County employees are prohibited at both public and employee entrances of County buildings; and
3. Smoking, vaping (e-cigarettes), and the use of other tobacco products (e.g., chewing or dipping) are prohibited at outdoor facilities (parks, pools, etc.) when citizens are present.

Section 12 – Compensation

12.1 Policy Statement

The County strives to maintain a competitive pay structure for the purpose of recruiting and retaining an effective and efficient workforce. The pay structure is designed to compensate employees based on the relative worth of the position itself, while recognizing and rewarding individual employee performance through merit increases, where appropriate and within budgeted funds. The pay plan is designed to comply with Federal and State law, including the Fair Labor Standards Act (FLSA). All aspects of the pay plan are contingent upon the availability of funds as determined in the sole discretion of the Board of Commissioners.

12.2 Pay System

12.2.1 Pay Period

All County employees will be paid on a bi-weekly basis. For purposes of computing overtime pay due under the FLSA, the workweek will start at 7:00 a.m. on Monday and end at 6:59 a.m. on the following Monday. The normal pay date will be Friday following the end of a pay period. The payroll schedule may be adjusted slightly when a holiday occurs during payroll week.

12.2.2 Time Increments

All compensable hours earned by non-exempt employees will be in increments of the nearest quarter hour.

12.2.3 Combination of Pay

When receiving any type of accrued leave (annual, sick) for absences from work, the combination of the pay received for accrued leave and compensable hours during a workweek cannot exceed the employee's normal number of hours worked per workweek. **See also Section 13.2(7).**

Example: Frank has a normal schedule of 40 hours per week but occasionally works overtime. Frank calls in sick on Tuesday, but, because he stays late to assist with a project on Friday, he works 34 hours that week. Therefore, Frank would not need to use a full 8 hours of his accrued sick leave to make him "whole" (i.e., to get 40 hours) for that week. Frank would be paid 40 hours – 34 regular and 6 sick – for the week.

12.2.4 Employee Time Records and Payroll Deadline

All non-exempt employees are required to record their work time daily either by utilizing a time clock or by completing a time sheet. The method of timekeeping will be determined by the supervisor, in coordination with the Payroll Office. Employees must accurately record actual hours worked including starting time, ending time, and meal breaks. Time records must be verified by the employee and approved by the supervisor. Employee time records must be completed, verified, and approved in sufficient time to comply with the deadlines established by Payroll. Special submission deadlines may be established during holiday weeks.

12.2.5 Direct Deposit

Bulloch County payroll is distributed via direct deposit into the banking or financial institution of the employee's choice. Employees are required to provide accurate routing and account numbers to the Payroll office, and to update the information when changes to the account occur. Account information will not be accepted via email.

Should an employee be unable to open or maintain an appropriate account, he/she should contact Human Resources or the Payroll office for additional options.

12.3 Types of Pay Other Than Base Rate

12.3.1 Overtime Pay

Overtime work is work performed by a non-exempt employee which exceeds 40 hours in a workweek, or which exceeds the number of hours in the following work periods for certain employees adopted under Section 207(k) of the FLSA and 29 C.F.R. Part 553:

Type of Employee	When Overtime is Earned
Eligible certified staff in Sheriff's Office	Over 85.5 hours in each 14-day work period that begins and ends with each 2-week pay period
24/48 Shift Personnel in Fire Department	Over 106 hours in each 14-day work period that begins and ends with each 2-week pay period
Shift Personnel at County Correctional Institute	Over 80 hours in each 14-day work period that begins and ends with each 2-week pay period

All overtime work must be pre-authorized by the supervisor. Compensation for overtime hours shall be at one and one-half times the employee's regular rate. Annual, sick, holiday, or other types of leave will not be considered as hours worked for overtime computation purposes. An employee whose actual work hours equal or exceed 40 hours in one week (or the number of hours that employee regularly works in one week, if higher than 40) shall not receive additional annual leave pay or sick leave pay for that week. Exempt employees are not eligible for overtime pay.

12.3.2 Compensatory Time

Employees will receive overtime compensation when appropriate. The accrual of FLSA compensatory time ("comp time") in lieu of overtime payment is generally prohibited. However, with written permission of the County Manager, Department Head approval and the employee's prior agreement, non-exempt employees entitled to overtime pay may receive compensatory time off (also referred to as "comp time") at a rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of cash payment for the overtime hours. The employee must agree to accept compensatory time in lieu of cash payment prior to the performance of the work. If the compensatory time option is exercised, the employee is credited with one and one-half hours of compensatory time for each hour worked as overtime.

1. Accrual

Employees whose work regularly includes a public safety activity, an emergency response activity, or a seasonal activity may not accrue more than 480 hours of compensatory time. All other employees may not accrue more than 240 hours of compensatory time. Employees must be paid in cash for any overtime hours worked above these maximum accruals. Employees engaged in public safety, emergency response or seasonal activities who transfer to positions subject to the 240-hour limit will carry over to the new position any accrued compensatory time. At the County's option, the employee may not be paid in cash for any accrued compensatory time in excess of the 240-hour limit; however, the employee will be

paid in cash for any subsequent overtime hours worked until the employee's accrued compensatory time falls below the 240-hour limit.

2. Utilization

Employees must be permitted to use compensatory time within a reasonable period after making a request if the use of the compensatory time does not unduly disrupt County operations. "Unduly disrupt" means more than mere inconvenience to the County and must be based on a reasonable and good-faith anticipation that the employee's requested use of compensatory time would impose an unreasonable burden on the ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. At the County's option, the County may require employees to schedule time off to reduce the amount of their accrued compensatory time.

3. Other Payment for Compensatory Time

At the County's option, employees may be paid at any time for all or any portion of their accrued compensatory time at the regular rate earned by the employee at the time the employee receives such payment. The County may also choose to pay employees in cash for a portion of their overtime and allow the employee to accrue compensatory time for the remainder of overtime during any particular workweek or work period. Upon termination of employment, an employee will be paid for unused compensatory time at a rate of compensation not less than (i) the average regular rate received by the employee during the last 3 years of employment or (ii) the final regular rate received by the employee, whichever is higher.

4. Recordkeeping

The following records shall be maintained and preserved for each employee in regard to compensatory time: (i) the number of hours of compensatory time earned each workweek or other applicable work period, at a rate of one and one-half hour for each overtime hour worked; (ii) the number of compensatory hours used each workweek or other applicable work period; (iii) the number of hours of compensatory time compensated in cash, the total amount paid, and the date of such payment; and (iv) a written agreement signed by the employee with respect to earning and using compensatory time off.

5. No Compensatory Time for Exempt Employees

The accrual of compensatory time for exempt employees is not allowed. If an employee with accrued compensatory time is promoted or transferred into an exempt position, all accrued compensatory time will be paid out as overtime prior to the effective date of the promotion.

12.3.3 On-Call Status

Some departments may designate non-exempt employees to be on call to provide for after-hours service needs. Any on-call policy shall be determined by the applicable Department Head depending upon the needs of the individual department and appropriations in the fiscal budget.

1. On-Call Assignments

The Department Head or designee will assign on-call duty. Such assignments will be made on a rotating basis. Employees will not normally be assigned on-call duty for consecutive periods, unless circumstances require consecutive assignments.

2. Requirements for On-Call Assignment

Employees who are on-call are expected to be available and responsive to departmental contact at all times, to refrain from consuming alcoholic beverages, and to be available to report to work within one hour or less, depending on department requirements. Other than these requirements, employees who are on-call are free to use their time for personal activities and are not required to remain in any particular location.

3. Non-Compensability

On-call time is not compensable time under the Fair Labor Standards Act (FLSA) since the employees, with minimal restrictions, are free to use on-call time for personal activities. Nonetheless, as compensation for being on-call, employees may receive payment, as determined by departmental policies, and subject to the operational and fiscal limitations of the department. Compensation, if any, for on-call time will not exceed two (2) hours for each twenty-four (24) hours (or fraction thereof) of on-call time. Any such payment will be at the employee's regular pay rate, as it is not considered overtime under FLSA.

12.3.4 Call-Back Pay

A call-back occurs when there is an emergency or after-hours service need for which an employee reports to work as a result. A call-back does not include additional hours of work scheduled in advance. Call-back hours are considered time worked for FLSA purposes.

1. A non-exempt employee responding to a call-back will be paid for the greater of the following: actual time worked or the departmental minimum call-back time.
2. Exempt employees are not eligible for call-back compensation.

12.3.5 Acting Status Pay

Employees who are temporarily reassigned to perform the duties of a higher classification for thirty (30) consecutive days or more may receive a compensation increase for the duration of the temporary assignment. The appropriate increase shall be recommended by the Human Resources Director, but at no time should be less than the minimum pay range for the temporary reassignment classification. The County Manager must approve any increase due to acting status. *See also Section 3.5.3.*

12.3.6 Final Pay

Upon separation from employment, employees will receive any compensation due on the following regular pay date. Employees who separate voluntarily will be paid at their base rate for any unused accrued annual leave balances, less any reduction for failure to provide notice. *See also Section 7.2.1.*

12.4 Errors in Pay

Employees will be paid accurately and in compliance with all applicable state and federal laws. To ensure that pay is correct, each employee should review pay stubs promptly to identify and report any errors for review and correction. Errors in pay may be corrected with the next scheduled payroll cycle.

12.5 Exempt Employee Salary Basis

Exempt employees are paid a fixed amount for their work and only under special circumstances may their salary be reduced and still remain in compliance with the Fair Labor Standards Act.

Any reduction in pay for exempt employees should be submitted to the Human Resources Department for review and approval prior to implementation. Employees who believe a deduction has been made that is in conflict with their exempt status should immediately contact the Human Resources Department.

12.6 Compensation Plan

12.6.1 Pay Plan

The County will maintain a Classification and Pay Plan, including a complete inventory of all full-time and regularly scheduled part-time positions in the County's service, accurate job descriptions, and specific salary grades with minimum and maximum pay ranges. The Classification and Pay Plan will be designed to provide comparable pay for comparable work and to provide a pay range for each grade of positions, which will enable the County to recruit and retain qualified employees, as well as compete in the job market with other private and public employers. All aspects of the pay plan are contingent upon the availability of funds as determined in the discretion of the Board of Commissioners.

As part of the County's Pay Plan, pay ranges are established based on market rates. Each range will consist of a minimum and maximum, except for the County Manager position whose range will be considered open. The pay rates for certain acting status and part-time positions are established by the County Manager outside of the Classification and Pay Plan.

12.6.2 Administration

The primary responsibility for day-to-day administration of the Classification and Pay Plan rests with the County Manager or designee, as follows:

1. The Human Resources Director is charged with the maintenance of the Classification and Pay Plan and its administration so that it will reflect the duties performed by each employee and the grade to which each position is allocated.
2. It is the responsibility of the Human Resources Director to examine the nature of new positions as they are created and to allocate them to an existing grade in conformity with this Section; to make such changes as are necessary in the duties and responsibilities of existing positions; to periodically review the entire Classification and Pay Plan; and to recommend appropriate changes in the plan to the County Manager. The County Manager shall submit recommendations for updating the Pay Plan to the Board of Commissioners for approval.
3. A formal Classification and Pay Study may be conducted from time to time to review some or all of the Plan. Based on the results of these studies, the County Manager shall recommend to the Board of Commissioners such increases, reductions, or amendments of the Classification and Pay Plan as is deemed necessary to maintain the fairness and adequacy of the plan.

12.6.3 Use of the Classification and Pay Plan

The Classification and Pay Plan is to be used:

1. As an aide in recruiting and evaluating candidates for employment;
2. In determining salary or hourly wage to be paid for various types of work;
3. In providing uniform job terminology understandable to all County officials, employees and the public; and

4. To ensure that the official job title represented on the Classification and Pay Plan shall be used in organizational charts and other personnel, accounting, budget, appropriation, and financial records.

12.6.4 Starting Pay

In general, newly hired employees should begin at the minimum pay rate of the applicable grade for the position. However, in some instances it may be appropriate to hire employees above the minimum pay rate for the grade. The hiring manager has the discretion, subject to the following guideline, to set the starting salary in an amount that is no lower than the pay grade minimum and no higher than the pay grade midpoint. As a guideline to help maintain internal equity, the hiring manager may increase the starting pay by 3% for each year of related training or experience that exceeds the minimum qualifications for the position, up to the midpoint of the pay grade. The County Manager may approve the employment of a new hire at a rate above the midpoint for positions that have been difficult to fill or when other unusual circumstances exist.

12.6.5 Maintenance of Pay Ranges

The County Manager or designee may make or cause to be made such comparative studies as he/she deems necessary of the factors affecting the level of salary ranges prior to the preparation of the annual budget, as well as at other times during the year. On the basis of information derived from such studies, the County Manager may make recommendations for changes in salary ranges as deemed necessary to maintain the fairness, adequacy, and competitiveness of the overall salary structure.

12.7 Changes in Pay

12.7.1 Position Reviews

The job performance of all employees who are subject to the Pay Plan may be reviewed periodically to determine if pay should be adjusted, if job descriptions should be revised, or if jobs need to be reclassified.

12.7.2 Across-the-Board Pay Adjustments

Subject to annual budget appropriation, across-the-board pay adjustments may be implemented for employees who are subject to the Pay Plan. There is no requirement that an across-the-board adjustment will occur in any given budget year. The Pay Plan may be adjusted to align with the adjustment to employee pay.

12.7.3 Pay Increases for Performance

Subject to annual budget appropriation, full-time employees may be eligible for pay increases based on performance (merit increases). Part-time employees who (1) are covered by the Pay Plan and (2) have worked at least 1,040 hours in the evaluation period are also eligible for a merit increase. The County Manager reserves the right to make additional pay adjustments as necessary for business operations or to address any internal equity issues.

12.7.4 Pay Changes Due to Promotions

Promotions occur when an individual applies for and is selected to fill an open position at a higher pay grade. Promotion adjustments can be in the range of 7-15%, based on the following factors:

1. The tenure of the employee being promoted;
2. The number of pay grades the employee will be moving for the promotional opportunity; and
3. The current pay, tenure and performance of other employees already in the new classification, to comply with internal equity responsibilities.

The expected promotional increase for a 1 grade increase is 7% - 10%. The expected promotional increase for a 2 or more grade increase is 11 – 15%. The pay of the promoted employee must be placed at least at the pay range minimum.

12.7.5 Pay Changes Due to Reclassification

Normally adjustments for reclassifications to a higher pay grade are limited to seven percent (7%) of the employee's current base pay or the new pay grade minimum, whichever is greater. Reclassifications to a lower pay grade may result in a downward adjustment in pay. These adjustments are to be handled on a case-by-case basis. If the adjusted pay for an employee whose position has been reclassified to a lower pay grade exceeds the maximum of the pay grade, the employee's pay will be "frozen" until such time that the maximum of the pay grade exceeds the employee's pay.

12.7.6 Pay Changes Due to Demotion

The pay changes for employees receiving a demotion will be as follows:

1. Demotions Based on Performance

In general, the pay for employees receiving a demotion based on performance will be decreased by a minimum of seven percent (7%). A greater or lesser decrease may be assigned in order to address any internal equity issue or to ensure the new pay rate falls within the pay range of the new grade.

2. Voluntary Demotions (not performance based)

The pay of an employee who voluntarily demotes or requests a transfer to a position in a lower pay grade based on a personal decision to do so should generally be adjusted downward in the range of 7-10% for a 1 grade decrease or 11-15% for a 2 or more grade decrease. Factors to be considered include tenure of the employee, internal equity, and the number of grades the employee is moving. The pay rate will be determined upon the recommendation of the Division Head, but will not exceed the maximum of the lower pay grade.

3. Involuntary Demotions (not performance based)

The pay of an employee who has been involuntarily demoted due to business needs or for accommodation purposes and not based on performance will not experience any change in pay if the employee's pay falls within the lower pay grade and is comparable to employees within the same pay grade.

12.7.7 No Pay Changes for Lateral Transfers

An employee who makes a lateral transfer (e.g. movement from one position to another with the same pay grade) retains his/her current pay, up to the established maximum for the pay grade.

12.7.8 Discretionary Pay Adjustments

Special pay adjustments are granted under unusual circumstances such as to reflect special market conditions, special job performance, special equity adjustments, etc., which do not conform to customary compensation administration guidelines. All special pay adjustments require approval by the Division Head, the Human Resources Director, and the County Manager.

12.8 Employees at Maximum of Pay Range

Employees at or above the maximum of the assigned range will not be eligible to receive additional pay increases (merit, market, or across-the-board) until the maximum is adjusted above their current compensation. Lump-sum payments may be considered, subject to funding and other considerations, for employees in this situation.

12.9 Overpayments to Employees

All overpayments to employees will be repaid to the County regardless of where the error was made or who made it. Repayment will be coordinated with the Payroll Office.

Section 13 – Employee Leave

13.1 Policy Statement

County management recognizes that employees have diverse needs for time off from work. Employees should have the opportunity to enjoy time away from work to help balance their work and personal lives. Because of this, the County has established leave practices to address that balance and to help protect the financial well-being of employees during certain absences from work. Employees are accountable and responsible for managing their own leave balances to allow for adequate reserves if there is a need to cover unanticipated events requiring time away from work.

13.2 General Provisions

Except as provided otherwise in this Section, the following apply to all types of leave:

1. Approval of leave is subject to operational requirements of the department, and any request for paid leave may be denied or rescheduled due to staffing needs.
2. Paid leave cannot be advanced; in other words, paid leave must actually be accrued before it can be used.
3. All requests for leave must be submitted with as much advance notice as possible.
4. Employees shall request leave in quarter hour increments.
5. Failure to return to work at the expiration of approved leave will be considered absence without approved leave, which may be grounds for corrective action up to and including dismissal.
6. Paid leave is not considered “hours worked” for the purposes of overtime calculations.
7. Paid leave is intended to make the employee “whole,” to help enable the employee to receive full pay during pay periods when the employee was absent. Therefore, in any week during which a non-exempt employee works more hours than regularly scheduled, but also requests sick or vacation leave, the amount of paid leave deducted from the employee’s accrued leave balance and paid to the employee may be reduced. **See also Section 12.2.3.**

13.3 Leave Without Pay

Absence without pay will not be approved under normal circumstances; however, approval may be granted in unusual situations or as required by law. Annual leave, sick leave, and holiday hours will not be accrued during leave without pay status. This will not, however, constitute a break in service for accrual rate purposes. While an employee is on leave of absence without pay, there is no job protection by the County, except as required by law.

13.4 Annual Leave

13.4.1 Eligibility and Guidelines

It is the policy of the County to provide annual leave, sometimes referred to as “vacation” leave, for eligible employees. Annual leave guidelines include:

1. Annual leave is accrued by and granted to full-time employees.
2. Part-time employees do not accrue annual leave (with limited grandfathered exceptions as previously documented by Human Resources).
3. Eligible employees will continue to accrue annual and sick leave hours while on authorized paid annual or paid sick leave.

- 4. Employees may not take annual leave during the first three months of employment, unless unusual circumstances exist.
- 5. All other eligible employees may take annual leave once hours have been accrued and the request has been approved by Department management.

13.4.2 Annual Leave Accrual Rate

- 1. Eligible employees will accrue annual leave hours on a biweekly basis.
- 2. Employees will accrue annual leave hours based on their hire date with the County. In the case of an employee with more than one period of employment with the County, the most recent hire date will dictate the rate of accrual. For an employee who previously worked in a part-time role but transferred to a full-time position, the date the employee became full-time will determine the accrual rate.
- 3. The chart below reflects the accrual rates for full-time County employees. Pro rata accruals will occur with each biweekly payroll period.

Years of Continuous Service as a Full-Time Employee	Hours/Year
Up to 5 Years	96
5 Years to up to 15 Years	120
15 + Years	144

13.4.3 Use and Scheduling of Annual Leave

- 1. Whenever possible, employees will be allowed to take annual leave at times most convenient to them. However, in order to ensure continued smooth operation and to maintain a high level of service to citizens, the County reserves the right to limit the number of employees that may be absent from a given department at any one time. Where there is a conflict in the annual leave choices of two or more employees who cannot be spared at the same time, the department management will determine who will take leave. Consideration will be given to which employee submitted the earliest request, but this may not be the determinative factor. Annual leave should be requested with as much advance notice as possible. Certain departments may have specific requirements concerning the minimum advance notice required for annual leave.
- 2. When a holiday occurs during the period an employee is on authorized annual leave with pay, annual leave shall not be charged for the holiday.
- 3. If an employee is called in to work during his/her pre-authorized annual leave, he/she may choose to be paid annual leave plus the hours worked that day or retain the leave hours for future use.
- 4. Employees on annual leave are subject to recall in case of emergency.

- 5. Employees will be allowed to carry over annual leave hours from one calendar year to the next, up to a maximum cap according to the chart below. Any hours in excess of these maximums will be forfeited as of December 31st.

Maximum Annual Leave Carry Over Hours	
Years of Service	Hours
Up to 10 Years	80
10+ Years	120

- 6. Annual leave may not be transferred or donated from one employee to another.
- 7. Employees who separate employment voluntarily are eligible to receive pay for all unused annual leave hours accrued through the last date of employment, provided proper resignation notice has been given. Accrued annual leave hours are forfeited for employees who are terminated involuntarily. *See also Sections 7.2.1 and 12.3.6.*

13.5 Sick Leave

13.5.1 Eligibility and Guidelines

It is the policy of the County to provide sick leave with pay for eligible employees. Sick leave is a privilege and may be used when an employee is unable to report to work, or it is inadvisable for the employee to report to work, due to personal illness or injury, or when an employee has a medical / dental / optical appointment. In addition, sick leave may be used when an employee’s spouse, child, parent, grandparent, grandchild, father-in-law, mother-in-law, or an individual for which the employee is a legal guardian needs care due to personal illness.

- 1. Sick leave is accrued by and granted to full-time employees.
- 2. Part-time employees do not accrue sick leave (with limited grandfathered exceptions as previously documented by Human Resources).
- 3. Eligible employees while on authorized paid sick leave will continue to accrue annual and sick leave hours.
- 4. Eligible employees can take sick leave once hours have been accrued and the request has been approved by Department management.
- 5. Employees who use sick leave for more than five (5) consecutive work days, or who are frequently absent for the same medical condition, should contact Human Resources to determine whether the Family and Medical Leave Act (FMLA) applies.

13.5.2 Sick Leave Accrual Rate

- 1. Eligible employees will accrue sick leave hours on a biweekly basis.
- 2. Employees will accrue sick leave hours based on their hire date with the County. In the case of an employee with more than one period of employment with the County, the most recent hire date will dictate the rate of accrual. For an employee who previously worked in a part-time role but transferred to a full-time position, the date the employee became full-time will determine the accrual rate.

- 3. The below chart reflects the accrual rates for sick leave for full-time County employees. Pro rata accruals will occur with each biweekly payroll period.

Years of Continuous Service as a Full-Time Employee	Hours/Year
Up to 5 Years	96
5 or More Years	120

- 4. Eligible employees may carry a maximum of 960 hours of sick leave. Employees who reach the maximum will have additional accrual of sick leave above the maximum converted to annual leave at a four-to-one rate (4 hours of sick leave convert to 1 hour of annual leave).

13.5.3 Use of Sick Leave

- 1. Sick leave may be used for appointments for medical, dental, or optical examinations or treatment when such appointments cannot be reasonably scheduled during non-working hours. Examination appointments generally should be approved at least one (1) work day in advance by the supervisor.
- 2. Sick leave may be used for unplanned sick absences. In unplanned circumstances, an employee should make every attempt to report the need for the sick leave to his/her supervisor at least one (1) hour prior to the scheduled starting time. Where a relief employee is required in a department which must provide 24 hours sustained service, the employee must report his/her absence two (2) hours before the designated reporting time. Failure to comply with the reporting requirements may be grounds for corrective action.
- 3. Employees are charged with sick leave for absences only on days for which they would otherwise work and receive pay. No charge is made against sick leave for absence on holidays or other non-work days unless the employee is scheduled to work.
- 4. If an employee has exhausted all accrued sick leave, available annual leave will be substituted. An employee may not elect to take sick time as unpaid leave unless no paid leave time is available.
- 5. A medical certification may be required to substantiate time off due to sickness for absences of three or more consecutive days or when absences occur frequently.
- 6. Department management will be responsible for monitoring abuse of the sick leave privilege, and employees may be subject to corrective action, up to and including termination, for any abuse of the sick leave benefit. Three or more occurrences of unplanned/unscheduled absence in a three-month period, or patterns of such absences that indicate abuse, are considered excessive and may be grounds for corrective action. **See also Sections 2.3.1 and 17.7.4.**
- 7. If an employee sustains an on-the-job injury or illness which necessitates a brief absence from work, he/she may be paid from accrued leave balances during the workers' compensation waiting period. For absences that exceed the workers' compensation waiting period, the employee will be required to elect between using accrued sick/annual leave in lieu of workers' compensation benefits or accepting worker's compensation benefits in lieu of using accrued sick and annual leave.

- Employees cannot be paid both workers' compensation benefits and accrued sick/annual leave simultaneously. **See also Section 15.**
8. An employee who becomes ill during his/her vacation (annual leave) may be granted the option of changing annual leave to sick leave upon presentation of a doctor's certificate.
 9. An employee on an authorized period of sick or other medical leave may not obtain or perform either part-time or full-time employment elsewhere without the prior approval of the employee's supervisor and the Human Resources Director.
 10. An employee who separates from the County, whether voluntarily or involuntarily, shall forfeit all accrued sick leave. Accrued sick leave that is forfeited at the time of separation will not be reinstated for employees who are later rehired.

13.5.4 Sick Leave Donation

Employees may voluntarily donate a portion of their accrued sick leave to a qualified employee who is unable to work due to extended illness or injury, subject to the following:

1. To qualify to receive donated sick leave, an employee must obtain approval from the Department Head and the Human Resources Director before any donated leave is applied. An employee may be denied the opportunity to receive donated sick leave if the Department Head and/or Human Resources Director determines that the employee has exhibited a pattern of abusing sick leave within the twelve-month period prior to the employee's request. An employee's supervisor may make a request to Human Resources for sick leave donation on the employee's behalf.
2. Sick leave donation will only be approved in cases of an employee's own serious health condition.
3. An employee must have been continuously employed for a minimum of one (1) year to be eligible to receive sick leave donations.
4. An employee must use all paid leave before any donated leave is received.
5. An employee on approved workers' compensation leave who has exhausted his or her accrued leave will be paid workers' compensation benefits and will not be eligible for donated sick leave.
6. Human Resources will solicit sick leave on behalf of eligible employees, and will conduct such solicitations without identifying the intended recipient. Individual employees shall not solicit sick leave donations for themselves or for others.
7. Sick leave donations will be accepted only during an active donation period (generally, 14 calendar days following a Human Resources announcement of the need for donated leave).
8. Employees donating sick leave may not designate a specific recipient for the leave; donated leave will be banked and allocated among all qualified recipients in need of donation.
9. Employees may donate sick leave in any amount; however, employees donating sick leave must have a remaining balance of at least 80 hours of sick leave after the donation.
10. Donated leave will be deducted from the donating employee's leave balance upon approval of the donation. Donated leave in excess of the immediate need will be banked for future use.

11. An employee's eligibility to receive donated sick leave will not extend beyond six months of leave in any twelve month period.
12. The County may suspend the sick leave donation program during periods when operations, staffing levels, or other conditions warrant.

13.6 Bereavement Leave

1. Full-time employees, including probationary employees, are entitled to a maximum of 24 hours of bereavement leave with pay upon the death of a member of the employee's immediate family. For the purposes of this bereavement policy, "immediate family" includes spouse, child, parent, brother, sister, grandparent, grandchild, or similar in-law or step-family relationship, or any individual living in the employee's household.
2. Part-time employees are not entitled to bereavement leave (with limited grandfathered exceptions as previously documented by Human Resources).
3. Employees should direct requests for bereavement leave to their supervisor.
4. There is no requirement that bereavement leave hours be taken on consecutive days. However, all approved bereavement hours must be taken within seven (7) calendar days following the family member's death, unless funeral or memorial services are delayed beyond seven (7) days.
5. When attending a funeral of an individual other than immediate family member as defined in Section 13.6.1, the employee must use his/her annual leave time to cover his/her absence from work, after appropriate approval is sought and granted.
6. Employees attending the funeral of another County employee may be granted up to a maximum of two (2) hours of paid time to attend the funeral during their normal scheduled work hours; annual leave time must be used to cover absences exceeding two (2) hours. Authorization to leave the work premises to attend coworker funerals may be granted or withheld, in the sole discretion of the employee's supervisor, after considering necessary service and staffing levels.
7. There is no accumulation of bereavement leave, and no payment upon separation from County employment.
8. The amount of paid bereavement leave that an eligible employee receives shall be within the discretion of the employee's supervisor based upon the particular circumstances, but shall not exceed the maximum amounts stated above for each period of bereavement leave.

13.7 Jury Duty / Court Leave

1. Because jury duty is recognized as a civic responsibility, the County will continue to pay an employee's regular salary when the employee is required to report for jury duty on a day he/she is scheduled to work.
2. An employee must report his/her need for jury duty/court leave in advance to his/her supervisor. Employees are required to present documentation from the court indicating jury service is required.
3. Employees are not required to turn over to the County any fees received for participating in jury duty.
4. An employee is expected to return to work on any day he or she is dismissed from jury duty prior to 1:00 p.m.
5. All employees subpoenaed or ordered to attend court or to appear as a witness in

connection with the employee's County employment are considered to be working and will be paid accordingly.

13.8 Military Service Leave

1. Employees are entitled to a leave of absence for military service in accordance with state law and federal law commonly known as the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). The provisions below are a brief summary of employees' legal rights and obligations and are not intended to set forth every detail and nuance of these laws.
2. "Military service" means any period of military service included within the definitions of "ordered military duty" or "service in the uniformed services" in state or federal law.
3. An employee shall be deemed to have a leave of absence while engaged in the performance of military service and while going to and returning from such service. An employee shall be paid his/her salary or other compensation for any and all periods of absence while engaged in the performance of military service and while going to and returning from such service, not exceeding a total of 18 days in any one federal fiscal year (October 1st – September 30th). In the event the Governor declares an emergency and orders an employee to military service as a member of the National Guard, any such employee, while performing such service, shall be paid his/her salary or other compensation for a period not exceeding 30 days in any one federal fiscal year.
4. Unless prevented from doing so by military necessity, or unless otherwise impossible or unreasonable under all the relevant circumstances, the employee (or an appropriate officer in the uniformed service in which such military service is performed) should provide advance written or verbal notice of military service to his/her department management and the Human Resources Director.
5. At the conclusion of military service, employees generally have the right to return to the same position held prior to the period of military service or to a position with equivalent seniority, pay and benefits. An employee who desires reemployment with the County after a period of military service exceeding 30 days must timely notify the Human Resources Director of his/her intent to return to employment with the County in the manner required by 38 U.S.C. § 4312 (e). With certain limited exceptions, an employee whose cumulative absences from employment with the County by reason of military service exceeds five years is not entitled to reemployment with the County. Also, an employee is not entitled to reemployment if the employee was separated from the service with a dishonorable or bad conduct discharge, other than honorable conditions, or dismissed or dropped from the rolls as a commissioned officer under certain circumstances.
6. Employees on leave of absence for military service may, at their option, use any or all accrued annual leave during their period of military service.
7. An employee on a leave of absence for military service for 30 days or less may maintain health insurance coverage as if no leave occurred. When an employee is on a leave of absence for military service that exceeds 30 days, he/she is eligible, at his/her expense, for COBRA benefits continuation up to a maximum of 24 months.
8. Each period of military service for an employee on a leave of absence shall, upon reemployment, be deemed to constitute service with the employer for purposes of the County's 401(a) pension plan, and the employee shall be treated as not having incurred a break in service for purposes of eligibility and vesting under the 401(a) plan.

13.9 Family and Medical Leave (FMLA)

Pursuant to the Family and Medical Leave Act, ("FMLA"), 29 U.S.C. §2601, et seq., an eligible employee can take up to twelve (12) weeks of unpaid leave in any 12-month period for one or more of the following:

- The birth of a child and to care for a newborn child (entitlement to leave expires at the end of the 12-month period beginning on the date of birth and cannot be taken intermittently or on a reduced leave schedule);
- The placement with the employee of a child for adoption or foster care (entitlement to leave expires at the end of the 12-month period beginning on the date of placement and cannot be taken intermittently or on a reduced leave schedule);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent; or
- An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of unpaid leave in a 12-month period to care for the servicemember with a serious injury or illness.

For purposes of this Section, a "12-month period" means a rolling twelve (12) months measured backward from the date the employee uses any FMLA leave. If the provisions in this manual conflict or come into conflict with the FMLA as it presently exists or is amended from time to time, the provisions contained in the FMLA shall control.

1. Eligibility

To be eligible for leave, an employee must have worked for the County for at least twelve (12) months and must have worked at least 1,250 hours during the twelve-month period prior to the request for leave. Eligible employees under FMLA shall be entitled to leave pursuant to the conditions and limitations of FMLA.

2. Concurrent Utilization of Paid Leave

An employee requesting FMLA leave is required to utilize all accrued paid leave (both sick and annual) and/or compensatory time available during the 12-week leave period, unless the employee is receiving workers' compensation benefits. During periods of FMLA leave due to the serious medical condition of the employee or the employee's child, spouse, or parent, available sick leave will be used first, followed by available annual leave if sick leave is exhausted. Employees who have exhausted all available paid leave time but who qualify for leave under the FMLA will be granted unpaid leave. FMLA designations may be retroactively dated to the date on which the serious health condition commenced. If the employee is absent on unpaid FMLA leave, he/she will not continue to accrue holiday hours or annual, sick, or other types of leave during this unpaid FMLA leave.

3. Concurrent Workers' Compensation and FMLA Leave

Periods of leave pursuant to an accepted Workers' Compensation injury (on-the-job injury) will run concurrently with FMLA leave, if the leave qualifies under FMLA.

4. Intermittent Leave or Reduced Schedule Leave

Leave for a serious health condition of the employee, qualifying family member, or covered

servicemember may be taken intermittently or on a reduced schedule if medically necessary. The taking of any leave intermittently or on a reduced schedule basis shall reduce the total amount of FMLA leave that has been approved for the eligible employee according to the actual hours of leave taken. In determining maximum FMLA leave, total intermittent leave and/or continuous leave added together may not exceed twelve work weeks in a twelve-month period, or 26 weeks in a twelve-month period if taken to care for a covered servicemember. If an eligible employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the County reserves the right to transfer the employee temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified that better accommodates recurring periods of absence.

5. Spouses Employed by Same Employer

When a husband and wife are both eligible for leave under the FMLA and are both employed by the County, the aggregate number of workweeks of leave to which both shall be entitled will be limited to twelve (12) workweeks during any 12-month rolling period, in the case where leave is taken for childbirth, adoption, foster care, or to care for a parent with a serious health condition, and will be limited to an aggregate of 26 workweeks during any 12-month period to care for a covered servicemember with a serious injury or illness.

6. Notice of Need for Foreseeable Leave

In any case in which the necessity for leave under the FMLA is foreseeable, based on an expected birth or placement of a child or based on planned medical treatment, the employee shall notify the Human Resources Director no less than thirty (30) days before the date the leave is to begin. In a case where the necessity for leave is based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the County, subject to the approval of the health care provider. If the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide as much advance notice as is practicable. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

7. Notice of Need for Unforeseeable/Emergency Leave

If the need for leave is unforeseeable, the employee should give notice to the supervisor or to Human Resources as soon as practical. Notice may be given by the employee's spouse or other family member if the employee is unable to do so due to a serious health condition.

8. Contents of Notice

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing the employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. If an employee fails to give proper notice of the need for FMLA leave, the employee's FMLA coverage may be delayed.

9. Certification of Serious Health Conditions

An eligible employee who requests leave for a serious health condition of the employee or a qualifying family member shall be required to submit to the Human Resources Director certification from an appropriate health care provider supporting the need for FMLA leave.

The Human Resources Director may require that subsequent re-certification be submitted on a reasonable basis.

In any case in which there is reasonable doubt as to the validity of the certification, the Human Resources Director may require the employee to obtain the opinion of a second health care provider at the expense of the County. If the second opinion differs from the original certification, the Human Resources Director may require the employee to obtain the opinion of a third health care provider designated or approved jointly by the Human Resources Director and the employee at the expense of the County. The opinion of the third health care provider shall be considered to be final. Pending receipt of a second or third medical opinion, the employee will be provisionally entitled to FMLA protection.

10. Employee Notices

After an employee requests FMLA leave, Human Resources will provide the employee with information about his/her eligibility and explain the employee's rights and responsibilities. If the employee is deemed to be ineligible, a reason will be provided. Employees will be notified about whether, and how much, leave will be designated as FMLA leave.

11. Accruals and Benefits during FMLA Leave

The employee, while on paid FMLA leave, is entitled to accrue annual leave, sick leave, and holidays during the periods of paid leave. For the purposes of pension or retirement plans, any period of FMLA leave will be treated as continuous service for the purposes of vesting and eligibility to participate. During any period of FMLA leave, the County will maintain any medical insurance provided by the County for the duration of the FMLA leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee will continue to be responsible for his/her share of the cost. In addition, the employee's dental, vision, life, and disability coverage (if applicable) will continue as long as the employee pays his/her share of the costs in a timely manner.

12. Return to Duty from FMLA Leave

As a condition for return to duty after an employee's serious health condition, the employee shall be required to provide written certification from the health care provider, confirming that the employee is able to resume work. Such certification should be provided to Human Resources as soon as feasible. An employee who does not provide a fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement under FMLA.

13. Return to Former Position

Upon expiration of FMLA leave, the employee shall be returned to his/her former position or an equivalent position as defined by FMLA, provided that the employee has complied with the terms of the leave and reported for return of duty at the appropriate time. An exception to the employment restoration provisions of the policy may be made if the employee is a "key employee" as defined in the Family and Medical Leave Act and restoring employment would result in substantial and grievous economic injury to the County.

14. No Interference / No Retaliation

Bulloch County will not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

15. Enforcement

Employees may file an FMLA-related complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

13.10 Leave of Absence

It is the policy of Bulloch County to allow employees to apply for a leave of absence beyond those required by state and federal law. A Leave of Absence is defined as a continuous absence for medical, personal or educational reasons in excess of two (2) calendar weeks that has been approved by Human Resources and the employee's supervisor. These guidelines also apply when an employee on FMLA requests additional time off beyond the expiration of FMLA eligibility. This policy does not apply to approved vacations in excess of two weeks.

1. When an employee anticipates that a continuous absence will exceed two weeks, regardless of the reason for absence, a Request for Leave of Absence form must be submitted to Human Resources at least 30 days prior to the first day of anticipated absence when the leave is foreseeable or, for unforeseeable leaves, as soon as practical after the need for leave is known. The Leave of Absence Form must be signed by the employee's supervisor.
2. Employees on Leave of Absence are not eligible for any type of pay except sick leave, annual leave, or workers' compensation pay. Employees on unpaid Leave of Absence do not accrue sick or annual leave.
3. An employee on a Leave of Absence may not accept or perform work elsewhere. An employee who violates this provision will be considered to have voluntarily resigned without notice.
4. An employee may not exceed six (6) months of leave in any twelve-month period, with the exception of military leave or leave that has been granted as a reasonable accommodation under the Americans with Disabilities Act (ADA). Indefinite leave is not considered a reasonable accommodation under the ADA.
5. A medical leave of absence may continue until whichever of the following occurs first:
 - The employee voluntarily resigns.
 - The employee fails to provide proper documentation of the nature and anticipated length of absence.
 - The employee refuses an examination by a physician of Bulloch County's choosing, if requested.
 - The employee's physician releases the employee to return to work.
 - The employee remains unable to perform his/her duties, no reasonable accommodation is possible, and there is no foreseeable return to work date.
6. An employee on Leave of Absence is not guaranteed a job (or, if a job is offered, placement in the same or equivalent position) upon return unless required by law, such as in FMLA.

13.11 Administrative Leave

An employee's supervisor, with notification to the Human Resources Department, may place an employee on paid or unpaid administrative leave.

1. An employee being investigated by the County for possible misconduct may be placed on administrative leave during the investigation.
2. An employee being investigated by a law enforcement agency for possible violation of a criminal law may be placed on administrative leave.
3. An employee may be placed on administrative leave in any instance where it is considered to be in the best interest of the County and/or the employee for the employee to be temporarily relieved of duties.
4. Written notification should be made to the employee, with a copy to Human Resources, indicating whether the administrative leave is with pay or without pay.
5. The decision to place an employee on administrative leave is entirely discretionary, as is the length of the administrative leave. Certain acts of misconduct or criminal arrests may be more suitable for immediate termination as determined by the employee's supervisor and the Human Resources Director.

13.12 Leave Due to Inclement Weather and Other Emergencies

While Bulloch County strives to remain open for business during normal work hours, County facilities may be forced to close temporarily or to limit operations due to severe weather, power outages, or other short-term emergency situations of one week or less. During such situations, the County Manager shall be responsible for determining whether to close County offices for one or more full or partial days.

1. Due to the critical nature of the services they provide, essential employees may be required to report to work when County offices are closed. Essential employees, generally, include personnel in public safety and public works. However, other employees may be categorized as essential depending on the nature and severity of the emergency. It is the responsibility of the department head to determine if employees are essential or non-essential for any given emergency situation.
2. In the event of a full-day closure, non-essential full-time employees will be excused from work and will be compensated for the number of hours they were scheduled to work on that day.
3. For partial day closures, non-essential full-time employees will be excused for a portion of the work day and compensated for the hours missed due to the closure.
4. Part-time employees will not be compensated for hours missed due to closure of County offices.
5. Employees who were not scheduled to work, or who are on approved leave or vacation at the time of the closure, will not be eligible for pay as described in this section.
6. When County offices are open but questionable weather or other emergency situations exist, employees must make their own independent safety determinations concerning travel to work. If the employee elects not to work, or not to work a full day, due to weather or emergency-related safety concerns, the absence will be charged against the employee's accrued annual leave time. Employees with no accrued annual leave will not be paid for the hours they are absent from work. Employees must notify their supervisor, or designee, as soon as reasonably possible whenever they are unable to work.

- 7. For closures of more than one week, employees will not receive weather/emergency pay unless approved by the Board of Commissioners.

13.13 Holidays

- 1. Eligible employees receive eleven (11) paid holidays each year:
 - New Year’s Day
 - Martin Luther King, Jr.’s Birthday
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Eve
 - Christmas Day

Generally, when a holiday falls on a Saturday, the preceding Friday shall be declared a holiday for County employees and when a holiday falls on a Sunday, the following Monday shall be declared a holiday for County employees. The County Manager may select an alternate day as deemed appropriate.

Full-time employees receive eight (8) hours’ pay for each holiday. Part-time employees do not receive holiday pay (with limited grandfathered exceptions as previously documented by Human Resources).

- 2. Eligible non-exempt employees who are required to work on a holiday will be paid for hours worked plus an additional eight (8) hours of holiday pay.
- 3. When an observed holiday falls on an employee’s normally scheduled off day, the employee will still be paid for the holiday.

Section 14 – Group Benefit Plan

14.1 Policy Statement

It is the practice of the County to provide its full-time employees with various insurance, retirement, and other benefits. The benefits plan is intended to provide a supplemental package of programs which contribute to the physical and mental health and well-being of employees and their dependents. The County's benefits offerings are designed to enhance the value of employment with the County and to aid the County's competitiveness in recruitment and retention efforts.

14.2 Administration

The primary responsibility for the day-to-day administration of employee benefits plan shall rest with the Human Resources Department within the limits of these policies and procedures, as well as the actual plan documents that govern the particular benefit. Questions or concerns about employee benefits should be directed to the Human Resources Department.

14.3 Eligibility

Eligibility for health insurance, life insurance, and retirement benefits shall be governed by the provisions in the plan documents of the applicable program(s).

14.4 Employee Premiums

Premiums, contributions and other charges to the employee for benefits shall be collected via payroll deduction.

14.5 Benefits Changes During Open Enrollment

During the annual Open Enrollment period, the employee has the opportunity to change his/her benefit elections for the following plan year. Eligible employees will be notified of the dates of the Open Enrollment period each year.

14.6 Qualified Status Changes

Due to the pre-tax nature of many of our benefit plans (including spending accounts), IRS regulations determine when an employee can and cannot make changes to his/her benefit elections. Benefits choices made by an employee remain in effect for the entire plan year, unless the employee has a qualified status change. The following are examples of qualified status changes:

- Loss or gain of coverage through the employee's spouse
- Birth or adoption of a child
- Loss of eligibility of a covered dependent
- Marriage, divorce or legal separation, or annulment
- Death of a covered spouse or child
- Change in employment status

All paperwork related to an adjustment in employee benefits after a qualified status change must be completed within 31 days of the date the status change occurred, and the employee must provide documentation proving the qualifying event (for example, a marriage certificate).

14.7 Employee Responsibilities

It is the employee's responsibility to notify Human Resources (within the required timeframe and by submitting any required documentation) of any Qualified Status Changes that impact the employee's benefits choices or the eligibility of any dependent. The employee is also responsible to update and ensure the accuracy of dependents and beneficiaries of the various benefits plans.

14.8 Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan for a certain period of time provided by law when a qualifying event would normally result in the loss of eligibility. Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the County's group rates, plus an administrative fee. Certain deadlines and application requirements will apply.

14.9 Measurement of Part-Time Hours for Benefits Eligibility

14.9.1 Definitions

For the purposes of this section, the following definitions apply:

- Initial Measurement Period: A period of 12 months that begins on the 1st day of the month following an employee's hire date and ends on the last day of the month that includes the first anniversary of the employee's hire date. For purposes of the initial measurement period, the term "employee" means a new employee who is not reasonably expected to be a full-time employee.
- Standard Measurement Period: A period of 12 months that begins each year on May 1st and ends each year on April 30th.
- Stability Period: A period of 12 months that follows and is associated with either an initial measurement period or the standard measurement period. The stability period for an initial measurement period begins on the first day of the second full month following the first anniversary of an employee's hire date and ends on the last day of the month following the month that includes the first anniversary of the employee's hire date. The stability period for the standard measurement period begins July 1st and ends on June 30th of each year.

14.9.2 Measurement

A part-time employee who actually averages 30 hours of service or more per week during the initial measurement period or a standard measurement period will be eligible for health insurance during the entire subsequent stability period, even if the employee averages less than 30 hours of service per week during the stability period. However, if such an employee is not promoted to the status of a full-time employee, and if the employee averages less than 30 hours of service per week during the following standard measurement period, then the employee will be ineligible for health insurance during the next stability period.

14.9.3 Eligibility

During any stability period in which a part-time employee is eligible for group health insurance, the employee will be offered group health insurance on the same basis as a full-time employee; however, unless the employee is actually promoted to the

status of a full-time employee, the employee will not be eligible for other fringe benefits such as, but not limited to, paid leave and participation in the retirement plan, unless the employee is otherwise eligible under the plan document or other written requirements applicable to those other fringe benefits.

14.10 Plan Documents

From time to time, employees may receive information regarding specific provisions related to employee benefits. The actual plan documents, rather than any verbal or written interpretation or summary, will govern and should be relied upon in determining an employee's rights and obligations.

Section 15 – Workers’ Compensation

15.1 Policy Statement

It is the intent of the County to comply with the provisions of the Workers’ Compensation Laws of the State of Georgia. All County employees and elected officials who are injured on the job are protected by the Georgia Workers’ Compensation Act. The provisions of this Act are the exclusive remedy for employees injured on the job and provide benefits for occupational injuries and diseases arising out of and in the course of an employee’s employment with the County.

15.2 Responsibility

Specific responsibilities lie with the Human Resources Department, all supervisors, and the employee.

15.2.1 Human Resources

The Human Resources Director is responsible for the management of the County’s workers’ compensation program in accordance with the provisions of the Georgia Workers’ Compensation Act and other Federal, State, or local regulations.

15.2.2 Supervisors

County supervisors are responsible for ensuring that their employees report all on-the-job injuries to them immediately or as soon as possible following the injury. Supervisors will ensure that a written report of the injury (First Report of Injury form) is completed and submitted to the Human Resources Department as soon as practicable, but in all cases within twenty-four hours of notification. Serious injuries should be reported immediately by phone to the Human Resources Director.

15.2.3 Employees

All County employees are required to report all on-the-job injuries to their supervisor immediately when possible, but in all cases no later than twenty-four (24) hours after the occurrence of the on-the-job injury, even if no medical treatment is necessary. The employee is obligated to cooperate with the workers’ compensation program requirements and directives.

15.3 Procedures

1. An employee injured on the job must report the injury to his/her supervisor immediately, even if no medical treatment is necessary.
2. The employee’s supervisor must follow the procedures prescribed for reporting the injury which includes completion of the First Report of Injury form.
3. Medical treatment for the injury, if any, shall be obtained at one of the designated medical facilities that are posted at each work site, and the employee must select a doctor from this approved Panel of Physicians provided by the County. In an emergency, the employee may receive medical care from any doctor until the emergency is over; then the employee must obtain treatment from a doctor on the County’s approved Panel of Physicians. The County reserves the right to refuse payment of medical services for any employee examined by a physician not listed on its approved Panel of Physicians.

4. An employee injured by an accident arising out of and in the course of employment shall not be charged for any absence from duty due to the on-the-job injury on the day of the injury. The employee will be paid for any time missed from work on the day of the injury.
5. There is a seven (7) calendar day waiting period before workers' compensation income benefits begin. The employee is eligible to receive medical benefits during the seven-day waiting period. Beginning with the first day after an on-the-job injury and continuing through the seventh day following the injury, the injured employee will be compensated by using his/her available sick or other leave balances.
6. Beginning with the eighth (8th) day following the on-the-job injury, the employee may be compensated at the statutory workers' compensation rate or the employee may choose to receive full wages using his/her available sick or annual leave balances. Employees cannot be paid both workers' compensation benefits and accrued sick/annual leave during the same period of incapacity.
7. Workers' compensation benefits may be denied for various reasons, including but not limited to willful misconduct, horseplay, or alcohol or drug use.
8. An employee out of work on workers' compensation who does not return to work when released to do so by a qualified physician may be terminated.
9. If the employee is unable to return to his/her regular position, the County may temporarily provide a modified/light duty assignment that is approved by the Workers' Compensation physician; however, the County has no obligation to create a modified duty assignment if work is not available. The modified duty job does not have to be at the employee's regular rate of pay, does not have to be full-time, and does not have to be the same type of job as the employee's regular job.
10. If the employee is eligible for Family and Medical Leave (FMLA), the employee's FMLA leave will run concurrently with the employee's absence under Workers' Compensation.
11. Workers' Compensation leave does not offer job protection, but the employee may be protected by FMLA leave or some other law, such as a reasonable accommodation under the ADA.
12. In accordance with Georgia law (O.C.G.A. 34-9-19), willfully making any false or misleading statement or representation for the purpose of obtaining or denying any workers' compensation benefit or payment is a misdemeanor and, upon conviction thereof, may result in a fine and/or imprisonment. Any fraudulent activity or misrepresentation is grounds for termination of employment.

Section 16 – Employee Orientation

16.1 Policy Statement

Bulloch County is committed to ensuring that all new employees are integrated into the workforce in a consistent and effective manner.

16.2 Assignment of Responsibilities

Upon employment an employee shall complete an orientation process. The Human Resources Department and the employing Department each have a role in ensuring that the employee is familiarized with County and departmental rules, policies, benefits, and procedures.

1. The Human Resources Department shall be responsible for the initial New Hire Orientation, including standard employment paperwork, employment eligibility verification, benefits information and enrollment, and policy acknowledgements.
2. The employing department shall be responsible for the following: introduction to other departmental employees; tour of departmental facilities; explanation of departmental standard operating procedures and rules; introduction of safety rules and practices; explanation of performance expectations; and other pertinent information.

Section 17 – Standards of Conduct

17.1 Policy Statement

All employees are expected to maintain acceptable standards of conduct, efficiency, and economy in the performance of their work. All employees are expected to maintain minimum standards of conduct both on and off duty in order to:

1. Promote impartial, objective, and effective performance of their duties;
2. Avoid activities that are adverse to the County's interest or that adversely affect the County's reputation;
3. Ensure safe and efficient operations; and
4. Encourage a high degree of confidence in and support for County operations.

The following list of standards of employee conduct is not intended to be all inclusive of every type of conduct prohibited. Other standards of conduct are established throughout this manual; additional standards may be established and published by Departments as operations deem necessary. Moreover, generally accepted standards of conduct shall apply even where not specifically stated. Failure to abide by these standards of employee conduct may result in corrective action, up to and including termination.

17.2 General Provisions

17.2.1 Conformance to Law

An employee shall obey and not engage in any conduct prohibited by the laws of the United States, the State of Georgia or the County. Conduct described as a violation of such laws may be cause for corrective action, regardless of whether charges are filed or prosecuted or whether the employee is adjudicated guilty or not guilty.

17.2.2 Violation of Rules

An employee shall not commit any act contrary to good order and discipline or any act constituting a violation of any of the provisions of the rules and regulations of the County and its departments.

17.3 Ethics

17.3.1 Prohibited Financial Interests

No employee of Bulloch County shall have a financial interest either directly or indirectly in the purchase of or contract for any goods or services, nor in any firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County or any of its departments. For purposes of this provision, an indirect financial interest includes, but is not necessarily limited to, a financial interest of an employee's spouse. Nor shall any employee of Bulloch County accept or receive, directly or indirectly, from any person, firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County 1) any money or anything of more than nominal value; or 2) any promise, obligation, or contract for future reward or compensation. Provided, however, that nothing in this section shall preclude employees of Bulloch County from 1) attending seminars, courses, lectures, briefings, or similar functions at any manufacturer's or vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the employee with knowledge and information

relative to the manufacturer's or vendor's products; 2) receiving meals from a manufacturer or vendor in connection with any such seminar, course, lecture, briefing, or similar function; or 3) receiving educational materials and business-related items of not more than nominal value from a manufacturer or vendor.

17.3.2 Purchasing or Supervision

No employee of Bulloch County shall personally participate either directly or indirectly in the purchasing or supervision of any goods or services furnished to Bulloch County by an immediate family member of the employee or by a firm, corporation, partnership, limited liability company, or any other legal entity in which the employee's immediate family member has a direct financial interest. For purposes of this provision, "immediate family member" means the employee's child, parent or sibling.

17.3.3 Personal Benefit

No employee of the County or any agency or entity to which this manual applies shall use property owned by such governmental entity for personal benefit, convenience, or profit, except in accordance with policies promulgated by the Board of Commissioners or the governing body of such agency or entity.

17.3.4 Commissioner Employment

No member of the Board of Commissioners shall apply for or hold any other County employment during the term for which elected.

17.3.5 Compliance with State Law

Employees are prohibited from engaging in conduct that would violate the provisions of O.C.G.A. § 45-10-1, Code of Ethics for Government Service. (See Exhibit A.)

17.4 Attention / Dereliction

17.4.1 Attention

Except when approved in positions which require 24-hour shifts, an employee shall remain awake, alert, observant and occupied with County business when on the job. Employees are expected to perform their job duties:

1. Timely, promptly, and without undue delay;
2. Without unnecessary supervision;
3. Ensuring they are engaged productively at all times or as directed;
4. Demonstrating appropriate initiative and dependability in the quality, volume, and prioritization of job duties; and
5. Avoiding excessive tardiness, excessive absenteeism, and unexcused absences.

17.4.2 Insubordination

An employee shall adhere to and execute any and all appropriate orders of a supervisor. An appropriate order is an order in keeping with the performance of duty, issued either verbally or in writing by the Division Head or any other supervisor, direct or indirect. The willful disobedience of any appropriate order issued by a supervisor, or any insolent, uncooperative, or abusive language or conduct toward a supervisor, shall be considered insubordination.

17.5 Competence, Judgment and Supervision

17.5.1 Competence

An employee shall maintain sufficient qualifications and competence to properly perform the assigned duties and responsibilities of the position. The employee's efforts

shall be directed and coordinated in a manner that demonstrates and maintains the highest standards of efficiency in carrying out the functions and objectives of the County. Failure to perform work at an acceptable level of competence as determined by the applicable supervisor may be grounds for corrective action, up to and including termination.

17.5.2 Judgment

An employee shall exercise sound judgment relevant to the conduct and performance of duty.

17.5.3 Supervision

A supervisor shall:

1. Demonstrate qualities of leadership necessary for the position;
2. Maintain a positive attitude in support of Department decisions and goals;
3. Exercise appropriate supervision of subordinates and appropriately perform other responsibilities as assigned;
4. Effectively plan, develop, and coordinate supervision and training of subordinates;
5. Observe and appropriately counsel subordinates;
6. Take appropriate action when a subordinate fails to perform; and
7. Properly account for all funds and property under his/her control.

17.6 Fitness for Duty

An employee must be physically and mentally fit to perform essential job functions.

17.6.1 Evaluation for Fitness

When it is reasonably suspected that the physical or mental impairment of an employee constitutes a hazard to individuals or property or may prevent the employee from effectively performing the essential functions of the position, the employee may be required to submit to an evaluation of fitness for duty by a physician of the County's choosing and expense. All such testing must be approved and coordinated by the Human Resources Director.

17.6.2 Periodic Evaluation

An employee may be required to submit to periodic examinations and/or undergo a program of treatment to qualify for continued employment, to the extent allowable by law.

17.6.3 Disclosure Required

An employee who is notified or otherwise becomes aware of a physical or mental impairment that affects or reasonably threatens to affect his/her ability to perform essential job functions shall report the condition immediately to the Division Head or to the Human Resources Director.

17.6.4 Status During Evaluation

Pending completion of the fitness for duty evaluation, the employee may be required to use accrued leave, may be placed in an unpaid or paid leave status, or may be temporarily reassigned, depending on the circumstances and the length of the evaluation period.

17.7 Absences and Reporting

17.7.1 Unauthorized Absence

No employee shall be absent without authorization. This includes failure to report for work at the assigned time and place or leaving a place of duty or assignment without authorization.

17.7.2 Reporting for Work

An employee shall report to work on time and be physically and mentally fit to perform the essential functions of his/her job at the time and place specified by the supervisor.

17.7.3 Reporting Absence

An employee who cannot report to work due to illness or emergency shall notify the immediate supervisor. Failure to do so may result in an unauthorized unexcused absence. *See also Section 13.5.3(2).*

17.7.4 Frequent or Excessive Absence, Tardiness, or Leaving Early

Three occurrences of unplanned/unscheduled absence in a three-month period are considered excessive and may be grounds for corrective action. Three occurrences of tardiness or leaving early in a three-month period are considered excessive and may be grounds for corrective action. *See also Sections 2.3.1 and 13.5.3(6).*

17.7.5 Fictitious Reporting

Employees reporting absences or reasons for absences shall be truthful and shall not attempt to deceive any supervisor or official of the County.

17.8 Personal Appearance

17.8.1 Expectation

All employees must present a neat, well-groomed and professional image to the public while in the workplace.

17.8.2 Guidelines

The following guidelines apply:

1. Employees are expected to be clean and to practice good hygiene habits.
2. Uniformed personnel shall wear a clean and complete uniform (including shoes/boots) and shall adhere to dress standards established by their Department. Costs related to uniforms may be borne by either the employee or the organization, depending upon departmental policy.
3. Non-uniformed personnel shall wear clothing and shoes that are clean, properly fitting and appropriate to the work situation. The wearing of tight-fitting, suggestive or see-through attire, jeans, shorts, jogging suits and T-shirts is generally not permitted. Dress down days where jeans are permitted are allowed with the approval of the Department Head.
4. Supervisors have the right and responsibility to determine appropriateness of attire. Employees who are not properly clothed will be asked to go home and change. If the problem continues, corrective action, up to and including termination, will be taken.
5. Individual departments may establish certain dress and grooming requirements specific to the type of work.

17.8.3 Employee Identification

Employees who are required to wear ID badges must do so in a visible area. Nothing should be worn on the badge which conceals the employee's name or department.

17.9 Professional Conduct

17.9.1 Courtesy

Employees shall be courteous to the public and fellow employees. An employee's conduct should always be civil, orderly, and courteous. Employees shall be diplomatic and tactful, controlling their temper and exercising patience and discretion in all situations. Employees should refrain from using coarse, violent, profane, or insolent language.

17.9.2 Conduct Unbecoming or Prejudicial to Good Order

An employee's conduct shall reflect favorably on the employee and the County. Unbecoming conduct includes acts that tend to bring the County into disrepute, discredit the employee, or tend to impair or interfere with the operation of the County or employee.

17.10 Inappropriate Conduct

Inappropriate conduct includes, but is not limited to:

1. Uncooperative attitude, including, but not limited to, disrespect to a supervisor, co-worker, or the public;
2. Conflict of interest;
3. Reporting to work/working under the influence of drugs and/or alcohol; any involvement in the manufacture, distribution, possession, or use of illegal, non-prescription drugs or illegally obtained prescription drugs;
4. Use of abusive or obscene language;
5. Violation of telephone, computer usage, or financial policies;
6. Theft, abuse, or misuse of County property or vehicles or loaning property or equipment of the County without permission or proper authority;
7. Violation of traffic laws while driving a County vehicle;
8. Failure to report damage or destruction of County property to a supervisor;
9. Illegal gambling;
10. Falsifying documents/records or making false claims;
11. Fighting or any other form of workplace violence;
12. Deliberate damage to County property or a pattern of damage resulting from unsafe driving or unsafe equipment operation;
13. Acceptance of a bribe;
14. Mishandling cash or other County property;
15. Discriminatory attitude or prejudice concerning another person;
16. Conviction of or admission of a felony or a crime of moral turpitude, and/or arrests that bring discredit to the County or otherwise threaten to interfere with the County operations;
17. Falsification or destruction of official records or documents or use of official position for personal benefit, profit, or advantage;
18. When duly and properly called as a witness before any County Board, Appeals Board, State or Federal judicial or administrative tribunal, and when before such tribunal, failing to answer truthfully any question concerning performance of official duties with the County;
19. Failure to timely report an on-the-job injury or accident;
20. Absence due to incarceration;

21. Use of any form of physical abuse toward the public, supervisors, or other employees, or making threats to the public, supervisors, or other employees;
22. Violation of any lawful official regulation or order or failing to obey any proper directive made and given by a superior;
23. Carelessness, recklessness, or negligence with the monies, vehicles, equipment, or other property of the County;
24. Use of, threatening to use, or attempting to use personal or political influence to secure employment benefits, including, but not limited to, promotion, leave of absence, transfer, change of pay rate, or character of work;
25. Failure to acquire or maintain a valid license, registration, or certification when such license, registration, or certification is required for the position occupied by the employee;
26. Wasted time, inefficiency, and/or loitering during working hours;
27. Sleeping while on duty except for when approved for 24-hour shift personnel;
28. Failure to perform work at an acceptable level of competence as determined by the supervisor, Department Head or Division Head;
29. Violation of County ordinances, administrative regulations, or departmental rules;
30. Falsification of information on an application or during a pre-hire interview or examination which had not been detected previously;
31. Use of County equipment or facilities for unauthorized personal use or benefit;
32. Use of County employees to perform work or duties for the personal benefit or gain of another County employee;
33. Use of any tobacco product in any County building or vehicle;
34. Violation of safety and health rules and established safety standards, including unsafe acts;
35. Refusal to submit to a drug/alcohol test as required by County policy;
36. Refusal to be examined by a County-authorized, licensed physician when so directed;
37. Abuse of leave policies, including excessive absence, tardiness or leaving early;
38. "Clocking in" or "clocking out" for another employee or otherwise assisting another employee to inaccurately record working hours.
39. Engaging in horseplay or rough play while on the job or in any County facility.
40. Unnecessary violence or harassment toward any person, except where authorized by law, even in the event of provocation.

17.11 Immoral Conduct

An employee shall at all times maintain high standards of moral conduct in personal affairs and shall not be a participant in any incident involving moral corruption that may impair the employee's ability to perform as a County employee or cause the County to be brought into disrepute.

17.12 Identification

An employee must furnish his/her name, job title, and department name to any person requesting that information as a result of actions taken by the employee in the course of County business.

17.13 Examinations and/or Tests

Upon order of the Division Head, in consultation with the Human Resources Director, for matters related to duty performance and investigations, an employee shall submit to any medical, chemical, drug, alcohol, ballistics, or other test, polygraph, fingerprinting, or counseling program authorized by law, and shall sign any related authorization forms. If an employee is required to submit to a polygraph examination, the employee will be informed that (1) the questions will relate specifically and narrowly to the performance of official duties; (2) the answer cannot be used against the employee in any subsequent criminal proceeding; and (3) the penalty for refusing to submit to the polygraph examination is dismissal.

17.14 Fraudulent Employment

No employee shall procure or maintain employment in the County by means of willful misrepresentation or omission of any fact concerning the employee's personal or work history, qualifications for employment, or physical condition.

17.15 Employee Mobile Devices

The County recognizes that most employees own and carry cellular telephones and/or other mobile devices. This Section addresses guidelines for the use of those devices in the workplace.

17.15.1 Personal Use During Work Hours

While personal phone calls are discouraged during working hours or while conducting County business, it is understood that periodic or infrequent calls of a "de minimis" nature during business hours may be expected and acceptable. However, personal phone calls, text messaging, or other mobile device usage which is excessive in frequency or length, that is unprofessional in nature, and/or that interferes with the employee's assigned duties or normal functioning of the workplace are not acceptable.

17.15.2 Cameras and Photographs

Many mobile devices contain cameras. If cameras are used at work, employees must be mindful of their obligation to maintain confidentiality of sensitive work-related information. Also, employees should not photograph coworkers, customers, or other visitors without their knowledge and consent.

17.15.3 Use While Driving or Operating Machinery

Unless necessary in the course of performing work duties, Bulloch County does not promote any use of mobile phones (or other items which could be distracting) while operating a vehicle. If accepting a call while driving is an unavoidable part of one's job, and pulling over is not an option, employees are required to use a hands-free device and to otherwise comply with state laws pertaining to mobile use while driving. Employees will be solely responsible for any traffic violations, fines or penalties resulting from the use of a phone or other handheld device.

17.15.4 Mobile Device Allowances

Employees whose job duties require the use of a personally owned mobile device may be eligible for a monthly cell phone allowance; eligibility and justification for such allowance must be confirmed by the supervisor and department head and approved by the County Manager. Employees receiving such an allowance must

notify the supervisor immediately if the phone number changes, the phone is lost or stolen, or service is interrupted. Employees who receive mobile device allowances are expected to be available and responsive during business hours, to allow receipt of and respond to business-related voicemails, and, if necessary for work-related purposes, to install software applications.

17.16 Political Activity

17.16.1 Candidacy for Board of Commissioners

It is the policy of Bulloch County to prohibit employees from becoming a candidate for or holding an elected seat on the Bulloch County Board of Commissioners.

17.16.2 Political Participation

Employees of Bulloch County are expected to avoid public political activities that would have the effect of endorsing, promoting, or disparaging a particular candidate for an elected seat on the Bulloch County Board of Commissioners. While employees are encouraged to otherwise express their political opinions and to vote for the candidate of their choice in any political election, employees should not use their positions or County time or resources for political purposes.

17.17 Reporting Arrests/Convictions

Employees who are arrested or convicted of a misdemeanor or felony, except for routine traffic violations, are required to report such arrest or conviction to Human Resources and to their supervisor by the next business day. Arrests and convictions will not necessarily result in any corrective action. However, the employee may be disciplined, up to and including involuntarily separated, based upon the employee's position and the nature of activity leading to the arrest or conviction.

Section 18 – Corrective Action

18.1 Policy Statement

The County believes that each employee desires to provide quality public service by meeting high standards of job performance and conduct and by following established policies, procedures, regulations, and practices. When an employee's conduct does not meet standards or results in deficiencies in job performance or violations of law, County regulations, or rules, it is the policy of the County to take appropriate action to improve and/or correct the conduct or performance or, if necessary, remove the employee from the County workforce through application of disciplinary practices (corrective actions).

The primary purpose of corrective action is to remedy behavior and performance problems before ending the employment relationship. However, in cases of serious misconduct or other situations as warranted, the employee may be subject to involuntary termination without prior corrective action. The County's discipline policies emphasize the employee's responsibility for the consequences of his/her own behavior with a focus on communicating expectations for changes in behavior and needed improvement.

18.2 General Provisions

18.2.1 Level of Discipline

Corrective action will be consistent with the nature of the deficiency or infraction involved and with other relevant factors. In reaching a decision as to the level of discipline to be applied, the supervisor should consider such factors as the type and severity of the infraction, the results of the infraction, the employee's work record, prior corrective actions, and any mitigating circumstances which may be relevant to the situation.

18.2.2 Consultation with Human Resources

The Human Resources Director should be consulted before any employee is suspended, demoted or terminated.

18.2.3 Exempt Employees

Any unpaid suspension of an exempt employee must be made in full-week increments only.

18.2.4 Administrative Leave Pending Investigation

When conduct or policy violations occur that require investigation, it is sometimes in the County's best interest for one or more employees to leave the workplace immediately. Removing an employee from the workplace in these situations allows the supervisor to intervene in employee altercations or to collect and consider facts that will be necessary to determine the appropriate next steps. The affected employee should be notified in writing that he/she is being placed on administrative leave pending investigation and should be required to clock out and leave immediately. The employee should provide contact information and remain available during normal working hours to respond should the supervisor have questions or require the employee to return to the workplace. All parties should work to resolve the situation quickly. The supervisor should forward documentation of the administrative leave to the Human Resources Department. *See also Section 13.11.*

18.2.5 Format and Location of Corrective Actions

All corrective action should be documented in writing. The supervisor shall ensure that the documentation is complete and accurate and that needed signatures are obtained. An employee's signature does not indicate agreement with the corrective action, but is an acknowledgement of receipt. Should an employee refuse to sign the documentation, the supervisor should write "refused to sign" with the appropriate date. The employee should be given a copy of the document and the original should be maintained in the employee's personnel file in the Human Resources Department.

18.3 Progressive Discipline

While it is expected that corrective action be exercised progressively, the circumstances of any particular situation, as well as the nature of the deficiency or the violation in any particular situation, may preclude the exercise of a less severe discipline option. Options for corrective actions may include verbal or written reprimand, suspension, performance improvement plan, demotion, and termination. Employee misconduct of a serious nature may be cause for immediate termination while bypassing any or all other levels of corrective action. There is no requirement or expectation that specific corrective action be used for any given situation, nor is the availability or use of different levels of corrective action intended to imply any right of an employee to receive a less severe form of corrective action prior to termination of employment. All employment relationships are considered "at will" and the County may discharge an employee at any time for any reason, with or without cause or notice.

18.4 Disciplinary Options

18.4.1 Employee Coaching

Coaching provides a structure for the supervisor to communicate with the employee to provide both positive feedback and guidance regarding areas needing improvement. It is generally preferred that one or more coaching sessions be held prior to proceeding to more formal discipline; however, the supervisor may initiate a corrective action or termination without prior coaching if circumstances warrant.

1. *Who is involved?* Employee coaching is a private discussion between the employee and supervisor.
2. *What documentation is required?* Coaching should be documented by the supervisor and maintained in the supervisor's files to provide a record of historical performance and efforts to correct deficiencies. There is no requirement for an employee to sign any documentation following coaching.

18.4.2 Documented Verbal Reprimand

A verbal reprimand is an oral warning and correction from the supervisor to the employee and is considered the lowest level of formal corrective action.

1. *Who is involved?* The supervisor may initiate verbal reprimands without consultation with the Human Resources Department.
2. *What documentation is required?* Verbal reprimands should be documented so that a record of the discussion exists. It is preferable to have the employee sign acknowledging the discussion. Supervisors should keep records of verbal reprimands.

18.4.3 Written Reprimand

A written reprimand is a formal corrective action which provides admonishment and correction to the employee for inappropriate conduct, violation of rules, or substandard performance.

1. *Who is involved?* The supervisor may initiate written reprimands without consultation with the Human Resources Department.
2. *What documentation is required?* Written reprimands should be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.4 Suspension

Disciplinary suspension means the employee is relieved of duties, without pay, for one or more working days. The dates of suspension will be determined by the supervisor and, depending on workload and operational needs, do not have to be consecutive. Employees on disciplinary suspension will not be paid annual leave, accrued compensatory leave or any other pay.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is placed on disciplinary suspension.
2. *What documentation is required?* Disciplinary suspension must be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.5 Demotion

A demotion is a reduction in rank, grade or classification. An employee who is demoted will receive a reduction in pay as described in Section 12.7. Demotion falls outside the realm of normal corrective action and will be considered only in unusual circumstances.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is demoted. The County Manager's approval is required.
2. *What documentation is required?* Demotions must be documented and signed by the supervisor and the employee. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.6 Performance Improvement Plan (PIP)

A Performance Improvement Plan imposes a new probationary period for a specified amount of time, generally 90 days, to ensure that performance deficiencies are understood and that management is coaching the employee to improve. Performance Improvement Plans are recommended only in instances of substandard performance; they are not generally helpful in correcting employee conduct or rules violations.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is placed on a PIP.
2. *What documentation is required?* A PIP must be documented and signed by the supervisor and the employee, and should contain clear and objective expectations for improved future performance as well as consequences for failure to comply. The original signed document should be sent to the Human Resources Department for inclusion in the employee's personnel file.

18.4.7 Termination

Termination is the involuntary separation of employment from Bulloch County.

1. *Who is involved?* The Human Resources Director should be consulted before an employee is involuntarily terminated.
2. *What documentation is required?* Employee terminations are generally accompanied by a written account of the infractions or performance issues leading to the decision to terminate. The original signed document must be sent to the Human Resources Department, along with a copy of the separation notice, for inclusion in the employee's personnel file.

Section 19 – Grievances

19.1 Policy Statement

The County is committed to providing the best possible working conditions for its employees. Part of this commitment is ensuring an expedient and fair process through which an employee's work-related concerns may be resolved.

No employee shall be penalized or retaliated against in any way for voicing a complaint in a reasonable, professional manner using the grievance process nor for participating in the investigation of a grievance. While a formal grievance process is in place, employees are encouraged to first informally discuss any issue with their immediate supervisor.

19.2 General Provisions

19.2.1 Scope

The grievance procedure provides an avenue for any employee to obtain management review of work-related issues that are felt to adversely affect the employee, for which no other means of resolution is provided in this manual. Grounds for submission of a grievance include:

1. Negative employment action (written corrective action, failure to secure a promotion, etc.);
2. Unfair application, interpretation, or violation of County or Department regulations; or
3. Acts of retaliation as a result of utilization of the grievance process.

19.2.2 Statement of Grievance

The written grievance must include the following:

1. A statement of the grievance and the facts upon which it is based;
2. A description of the specific alleged wrongful act and perceived harm done to the grieving employee; and
3. A statement of the remedy or adjustment sought.

19.3 Grievance Steps

19.3.1 Step One – Informal Resolution

The employee should first seek to resolve the issue informally through his or her supervisor. If unable to do so, the employee should seek assistance from his/her supervisor's supervisor and upward through the chain of command to the Division Head level. If the issue remains unresolved, the employee should forward the issue to the Human Resources Director. If the grievance involves demotion or suspension without pay, the employee may proceed directly to Step Two.

19.3.2 Step Two – Human Resources Director Review

If the Division Head is unable to resolve the grievance or the response is unacceptable to the employee, the employee should file a written grievance with the Human Resources Director. The Human Resources Director will review the issue with the employee and conduct an investigation. If the Human Resources Director finds merit with the grievance, he/she will attempt to mediate a resolution with the involved parties. If no resolution is reached, the Human Resources Director will report the issue to the appropriate member of management. If the grievance involves demotion or

suspension without pay, the employee must notify the Human Resources Director in writing within seven (7) calendar days of notification of the employment action or the employee will forfeit the right to utilize this grievance process.

19.4 Matters Not Eligible

The following matters are NOT eligible for review under this policy:

1. Issues which are pending before or which have been concluded by other administrative or judicial procedures;
2. Management's rights to assign work and/or establish work processes;
3. Budget allocations and expectations and organizational structure, including the persons or number of persons assigned to particular jobs or departments;
4. The content or rating of a performance evaluation;
5. The selection of an individual to fill a position;
6. Separation of employment;
7. Matters involving employees of County elected officials other than the Board of Commissioners, including Constitutional officers;
8. Any matter which is not within the jurisdiction or control of the County;
9. Decisions, practices, resolutions, or policies made or passed by the Board of Commissioners or the County Manager.

19.5 No Formal Appeal Process

The alternative dispute resolution or grievance process is not a formal appeal process and does not entitle an employee to demand a hearing before a neutral decision-maker with authority to reverse any prior decision or action. Rather, it is a more informal process designed to bring to light and address any legitimate concerns an employee may have. The alternative dispute resolution or grievance process should not be construed to give an employee any property interest in his/her job or to affect an employee's at-will employment status in any way.

Section 20 – Workplace Discrimination and Harassment

20.1 Policy Statement

It is the policy of Bulloch County that harassment and discrimination of any kind will not be tolerated, and those reporting such activity will be protected from retaliation. The County expressly prohibits any form of unlawful discrimination and employee harassment based on race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class.

20.2 Discriminatory Harassment

20.2.1 Definition

Prohibited harassment includes verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

20.2.2 Prohibited Behavior

All employees, supervisors, and elected officials are expected to avoid any behavior or conduct that could reasonably be interpreted as harassment. Any form of harassment is a violation of this policy and will be treated as a disciplinary matter. For purposes of this policy, the term "harassment" may include, but is not limited to, any of the following that is based on or pertains to an individual's race, color, religion, gender, sexual orientation, gender identification, national origin, age, disability, genetic information, veteran status or other legally protected class:

1. Offensive remarks, comments, jokes or slurs;
2. Offensive pictures, drawings, posters, photographs, reading materials, or other tangible items, or communications including e-mail, text messaging, or any other form of written or electronic communication;
3. Threatening reprisals; or
4. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance and/or creates an intimidating, hostile, or offensive working environment.

20.3 Sexual Harassment

20.3.1 Definition

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, including but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile or intimidating working environment.

20.3.2 Quid Pro Quo

Quid Pro Quo literally means "this for that" and exists when submission to, or rejection of, such conduct is used as a basis for employment decisions such as raises or promotions or affects public services.

20.3.3 Hostile Environment

Hostile Environment includes any lewd sexual conduct, jokes, pictures, words, or touching that unreasonably interferes with a person's job performance or creates an intimidating, offensive working or public service environment even if there are no occurrences of tangible or economic loss.

20.3.4 Prohibited Behavior

Behavior prohibited by this policy can include, but is not limited to, unwelcome sexual remarks or compliments, sexual jokes, sexual innuendo or propositions, sexually suggestive gestures or facial expressions, sexual remarks about a person's clothing or body, exhibiting sexually explicit publications or materials, kissing, touching, and sexual contact.

20.4 Complaint Procedure and Investigation

Any employee who feels harassed is strongly urged and encouraged to report the situation to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should contact the Human Resources department or the County Manager. At any point, the employee who feels he/she has been subject to discrimination or harassment may go outside the chain of command of his/her department and go to the Human Resources Department or to the County Manager. This complaint procedure may be followed regardless of whether the harassment is by a fellow worker, a supervisor, or a member of the general public.

Any supervisor who receives a complaint related to discrimination or harassing or offensive behavior or who has reason to believe that such behavior is occurring shall report these concerns to the Human Resources Director and/or the County Manager. The Human Resources Department is responsible for conducting a thorough and discreet investigation and for recommending corrective action if the evidence is sufficient to confirm that harassment has taken place.

All reports of discrimination or harassing or offensive behavior will be investigated promptly, fairly, and discreetly. Investigatory procedures may vary from case to case depending upon the circumstances. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential whether the employee is the accused person, the complainant, or merely a potential witness. Persons who are interviewed are prohibited from discussing the matter outside the course of the investigation. The County will keep the information it gathers as confidential as possible, consistent with State and Federal laws and the needs of the investigation.

20.5 Corrective Action

If a complaint of discrimination or harassment is found to have merit, appropriate action will be taken to prevent recurrence of the behavior. Resolution options can include, but are not necessarily limited to, an apology, a transfer, direction to stop the discriminatory or offensive behavior, counseling or training, verbal or written warning, suspension with or without pay, or termination. In the event that discrimination, harassment, or offensive behavior reoccurs, it should immediately be reported to the supervisor, the Human Resources department or the County Manager.

20.6 Retaliation

Retaliation in any form towards any employee who reports discrimination or harassment or who participates in an investigation of discrimination or harassment is strictly prohibited. Anyone attempting to retaliate or to interfere with the investigation of a complaint of discrimination or harassment will be disciplined, up to and including termination. Retaliation can include, but is not limited to, refusing to recommend any employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers and escalating the harassment.

20.7 Bad Faith Complaints

If, after being made aware of a complaint, the Human Resources department learns that an employee has made a complaint in bad faith or knowingly provided false information regarding a complaint, corrective action may be taken against the individual who provided the false information.

Section 21 – Drug-Free Workplace

21.1 Policy Statement

The County has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse effects of employee drug and alcohol abuse. Employee drug and alcohol abuse poses serious safety and health risks to the user and to those who work or come in contact with the user in the workplace. Accordingly, the County takes very seriously its responsibility and commitment to provide and maintain a working environment free from the effects of alcohol and drug abuse.

21.2 Definitions

For purposes of this Substance Abuse and Drug and Alcohol Testing Policy, the following definitions apply:

21.2.1 Alcohol or Alcoholic Beverages

Any beverage or substance that contains alcohol manufactured for the primary purpose of personal consumption, including, but not limited to, beer, wine, and distilled spirits.

21.2.2 County Premises

Includes all property, facilities, land, platforms, buildings, structures, fixtures, installations, parking lots, and vehicles, that are owned, leased or used by the County government or its officials, managers, supervisors, employees, or other agents. This definition also includes an employee's own vehicle when the employee is using it on County business or when the vehicle is parked on County property.

21.2.3 Controlled Substances

Any drug or substance the law prohibits individuals from manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring, including, without limitation, all drugs listed as controlled substances under Title 16 of the Official Code of Georgia Annotated. This definition encompasses any measurable amount of any drugs or controlled substances such as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs made unlawful under Federal or State laws, or a metabolite of any such substances, "look-alikes," "designer drugs" having the same or similar psychotropic effects, marijuana, hallucinogens (whether natural or synthetic), inhalants, unauthorized prescription drugs, or any other substances that are mood-altering, mind or consciousness-affecting, or which are likely to have an effect upon a person's perceptions, sensations, thought processes, self-awareness, emotions, or other mental or physiological or psychological reactions or behavior. It also includes substances, natural or synthetic, designed or used to alter a urine specimen or to conceal illicit chemical substances or other metabolites in an initial screening test.

21.2.4 Impaired

The condition of being weakened, diminished, or damaged, or of functioning poorly, incompetently, uncontrollably, or with less control or ability, due to the consumption, use, or abuse of illegal drugs, controlled substances, and/or alcohol, or if the employee's drug test results indicate the presence of an illegal drug or controlled substance in an amount that constitutes a positive test under accepted scientific standards.

21.2.5 Legally Obtained Drug

This includes prescription drugs and over-the-counter medications.

21.2.6 Over-The-Counter Medication

Includes any drug or substance that does not require a prescription, but which has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person's ability to perform.

21.2.7 Prescription Drug

Any drug or substance that is attainable only by lawful prescription from a licensed physician.

21.2.8 Reasonable Suspicion

A belief based on objective facts sufficient to lead a prudent person to conclude that a particular County employee may have used, consumed, may be impaired by, or may be under the influence of illegal drugs, controlled substances, and/or alcohol. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences from those facts.

21.2.9 Safety-Sensitive Positions

Positions of employment with the County where a lapse of judgment or impaired physical/mental ability in performing any essential job function could reasonably result in a significant threat of harm to the employee, fellow employees, citizens, inmates, or others. Safety-sensitive positions include, but are not limited to, those which, as a part of the essential job functions: (1) require the performance of law enforcement duties as a POST-certified law enforcement officer; (2) require or involve possession of a firearm; (3) require or involve providing emergency medical, rescue, or fire suppression services; (4) require or involve interacting with incarcerated persons; (5) require or involve interacting with persons who are on probation; (6) require or involve the direct supervision of minor children; (7) require or involve the performance of lifeguard duties; (8) primary duty is maintenance or operation of a motor vehicle, heavy machinery, or heavy equipment; (9) require the holding of a commercial driver's license (CDL); or (10) require or involve performing duties which directly affect public health or safety.

21.3 Prohibitions

The County prohibits all employees from engaging in the following conduct or behavior:

1. The possession, use or consumption of Controlled Substances;
2. The abuse of prescription medications and over-the-counter medications;
3. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of Controlled Substances.

21.4 Workplace Prohibitions

The County prohibits all employees from engaging in the following conduct or behavior while performing County business or while on County Premises:

1. The possession, use or consumption of Controlled Substances, and/or alcohol;
2. The abuse of prescription medications and over-the-counter medications;
3. Being impaired by and/or under the influence of Controlled Substances, and/or alcohol;

4. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of Controlled Substances, prescription medications, and/or alcohol; and/or
5. The use of County property to store, conceal, or transport Controlled Substances and/or alcohol.

21.5 Use of Legally Obtained Drugs

The abuse and/or inappropriate use of legally obtained drugs while on the job, while performing County business, while on County Premises, while operating a County vehicle, or while operating any other equipment or vehicle in performance of County business is prohibited and shall constitute grounds for corrective action, up to and including termination. The following policies shall apply to the use of legally obtained drugs:

1. Employees must not be on the job, on call, on County Premises, operating a County vehicle, or operating any other equipment or vehicle while in performance of County business while impaired due to any drug, legal or illegal, that renders the employee unfit for duty. An employee is “unfit for duty” if the employee’s use of legally obtained drugs jeopardizes his/her ability to work safely and efficiently.
2. Employees using legally obtained drugs while on the job shall do so in strict accordance with physician and/or manufacturer’s directions. It is the employee’s responsibility to notify the prescribing physician of the duties required by the employee’s position and to ensure that the physician approves the use of the prescription medication while the employee is performing his/her duties.
3. Employees who, due to the proper use of legally obtained drugs, believe they may be unfit for duty, should notify their supervisor immediately. Employees are not required to disclose to their supervisor the specific medication nor the reason why it is taken.
4. No employee may take medication prescribed to another person.

21.6 When Drug Testing is Required

21.6.1 Job Applicants

Applicants being hired for safety-sensitive positions will be tested for drugs after a conditional offer of employment has been extended. No such applicant or new hire shall be permitted to report for duty until the results of the drug test are obtained. In the event of a confirmed positive drug screen, the applicant will no longer be considered for employment and any pending offer will be revoked.

21.6.2 Transfers to Safety-Sensitive Positions

Employees who are transferred, promoted, or who otherwise move from a non-safety-sensitive position into a safety-sensitive position will be tested for drugs before performing any job duties in the new position.

21.6.3 Reasonable Suspicion

All employees will be subject to immediate testing when there is reasonable suspicion that the employee has used or misused drugs or alcohol in violation of this policy. Employees directed to undergo reasonable suspicion testing should be escorted to the testing site by the supervisor or his/her designee without any prior notice to the employee. Any employee who is required to take a reasonable suspicion test will be immediately placed on administrative leave with pay pending the results of the test and confirmation of the results and arrangements should be made to escort the employee to his/her home.

Supervisors who suspect that an employee is under the influence of drugs or alcohol shall document all credible evidence and shall consult with the Human Resources Department before transporting the employee for testing. A reasonable suspicion test may be required based upon, but not limited to, the following:

1. The personal observation by the supervisor of the employee's job performance, appearance, behavior, speech, or odor creating a reasonable suspicion that the employee has used drugs or alcohol in violation of this policy;
2. Personal observation of the employee by another credible individual who has fully disclosed the observation to the County;
3. Following a work-related accident as described below.

21.6.4 Testing After Certain Accidents

Drug and alcohol testing may be performed following a work-related accident where:

1. The employee sustained an on-the-job injury requiring medical treatment;
2. The actions of the employee cannot be completely discounted as a contributing factor in an accident involving a motor vehicle, heavy machinery, or other motorized equipment;
3. The employee left the scene of an accident without legal authority or permission to do so;
4. The employee acted contrary to a safety rule, established safety practice, or otherwise engaged in demonstrably unsafe behavior for which there is no reasonable explanation; or
5. The employee has been involved, or was a contributing factor, in a pattern of repetitive on-duty accidents, whether or not they involved actual or potential injury.

21.7 Random Testing

All employees holding safety-sensitive positions will be subject to random drug testing, as follows:

1. Tests will be ordered on a random, unannounced basis from the pool of identified employees holding safety-sensitive positions.
2. An employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that an employee holding a safety-sensitive position who is randomly selected for testing may be randomly selected again during the same year.
3. Human Resources will notify the supervisor or Department/Division Head when an employee has been selected through the random process. The supervisor or Department/Division Head is not to inform the employee that he/she has been chosen for the test until immediately prior to the time the employee is given the directive to report for testing.
4. Employees who receive negative test results at the time of testing may immediately resume the performance of duties. If the testing facility notifies the County that the employee has produced a non-negative sample, the employee will be placed on administrative leave without pay pending the confirmation of the results. If the final test result is negative, the employee will be paid retroactively for scheduled work missed during administrative leave without pay.

21.8 After-Care Testing

Employees returning to work from an approved treatment program for drug or alcohol abuse may be subject to unannounced testing at the discretion of the Human Resources Director for a period of one (1) year following the employee's return to work.

21.9 Investigation of Prohibited Drug and Alcohol Use and Searches

All County-issued, County-owned, or County-leased equipment, property, and facilities, including, but not limited to, desks, workstations, file cabinets, lockers, vehicles, computer equipment, or any other property or equipment owned, leased, or provided by the County is subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any County-issued, County-owned or County-leased equipment, property, and facilities. If a search uncovers evidence of employee wrongdoing, illegal activity, or employee violations of County rules or policies, the evidence may be used to support corrective action, up to and including termination. In cases involving suspected illegal activities, the evidence may be turned over to appropriate legal authorities. A refusal to submit to, or cooperate with, a search may result in immediate discipline, including discharge.

21.9.1 Consent for Testing

Prior to date of hire, all safety-sensitive employees and job applicants are required to sign a consent form consenting to any and all drug and/or alcohol test(s) set forth in this policy. Signed consent forms shall be kept on file by the Human Resources Department and are enforceable for the duration of employment.

21.9.2 Refusals to Undergo Testing

The County prohibits test refusals. As such, any employee so refusing to immediately proceed as directed will be subject to corrective action, which action may include termination from employment. Other actions that constitute a test refusal occur when an employee:

1. Fails to appear for any test within a reasonable time, as determined by the County, after being directed to do so;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to provide a urine, breath, saliva, or blood specimen for any drug or alcohol test required or to comply with any part of the testing process.

21.10 Disclosure of Testing Information / Results

All information received by the County as a result of any testing procedure may be entered into evidence or disclosed in any civil action or administrative proceedings when the information is relevant to the County's defense in any such action or proceedings. Such information may also be disclosed to the extent required by any Federal, State, or local law, statute, ordinance, or regulation.

21.11 Discipline for Violations of Policy

21.11.1 Removal from Duty

An employee who tests non-negative for drugs or alcohol shall immediately be placed on administrative leave without pay pending confirmation of results. If the non-negative test is explained or negated by the Medical Review Officer and/or subsequent confirmation testing, the employee shall be reinstated and compensated for the period of administrative leave.

21.11.2 Corrective Action

An employee who violates any provision of this policy is subject to discipline, up to and including termination.

Section 22 – Social Media

22.1 Policy Statement

The purpose and intent of this policy is to establish guidelines for employees who engage in social media activity as defined herein. This policy is not intended to prohibit any employee's personal expression in general or through social media in particular; employees have the right to post complaints, express opinions and engage in civil discourse that does not unduly disrupt County business. However, because such activity can adversely affect the efficiency and effectiveness of County operations, as well as undermine public trust and confidence, a certain amount of regulation is necessary and appropriate. This policy therefore attempts to strike a reasonable balance between the employees' interest in engaging in social media activity and the County's interest in preventing unnecessary disruption to or interference with its operations and relationship to the public it serves.

22.2 Definitions

22.2.1 For purposes of this policy, the term "social media" is defined as the online technologies through which employees and other individuals engage in "social media activity" as defined below. In most cases, the term refers to websites or apps such as Facebook®, Twitter®, Instagram®, LinkedIn®, YouTube®, Tumblr®, and Blogger®. Online social media technologies covered by this policy also include, but are not limited to, such applications as web logs/blogs, video logs/vlogs, message boards, podcasts, and wikis.

22.2.2 For purposes of this policy, the term "social media activity" is defined as the act of sharing information or otherwise communicating through social media, including, but not limited to, posting, uploading, reviewing, downloading, and/or forwarding of text, audio recordings, video recordings, photographs/images, symbols, or hyperlinks.

22.3 Scope of Policy

This policy applies to all employees without regard to whether their social media activity is conducted in or outside the workplace, while on or off-duty, or anonymously or through the use of pseudonyms.

22.4 Prohibitions on Social Media Activity

22.4.1 All employees should remain mindful that, as public servants, they are generally held to higher standards than the general public with regard to their on-duty and off-duty conduct, professionalism, and ethics. As a result, certain social media activity that may be tolerated or even acceptable in the private sector may nevertheless constitute a violation of this policy.

22.4.2 Each employee who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the County, including, but not limited to, those pertaining to making false or misleading statements, promoting or endorsing violence or illegal activity, promoting or endorsing the abuse of alcohol or drugs, disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, gender identity, religion, disability, or other characteristic protected by law, or otherwise engaging in conduct unbecoming an employee of the County, bringing discredit to the County, or interfering with or detrimental to the

mission or function of the County.

- 22.4.3** Employees must refrain from engaging in any social media activity which disqualifies them from performing, or in any way reasonably calls into question their ability to objectively perform, any essential function of their jobs. Examples of such functions include, but are not limited to, testifying, making hiring or promotion decisions or recommendations, conducting performance evaluations, and determining eligibility for programs.
- 22.4.4** While any employee, at his/her discretion, may engage in social media activity with any other employee(s) consistent with the prohibitions, limitations, restrictions, and guidelines of this policy, no employee may be required or otherwise compelled to engage in such activity with another employee.
- 22.4.5** Employees must not use a County email address to create or use a personal social media account.
- 22.4.6** No employee, whether for purposes of engaging in social media activity or otherwise, may disclose or otherwise reveal any privileged or confidential information of the County, any other current or former employee of the County, or any applicant for employment with the County.

22.5 Limitations and Restrictions on Social Media Activity

- 22.5.1** Except as otherwise authorized in advance by the County Manager, employees are strictly prohibited from directly or indirectly representing themselves to be speaking on behalf of the County.
- 22.5.2** Employees must keep any personal use of social media while at work to a minimum. Use of personal social media at work must not be allowed to distract from work-related tasks.
- 22.5.3** The County reserves the right to require any employee to remove immediately any posted or uploaded text, audio recordings, video recordings, photographs/images, etc. (even if previously approved) from a personal account, if such posted material constitutes a violation of this policy or other County policies, or is determined to be detrimental to County operations.

22.6 Application to Other Policies

All personnel policies of the County relating to employee conduct apply equally to conduct that occurs through social media. This includes, but is not limited to, policies relating to discrimination, harassment, retaliation, workplace violence, conflicts of interest, and political activity.

22.7 Corrective Action

Employees engaging in social media activity in violation of this policy will be held accountable, and corrective action, up to and including termination of employment, may be taken in accordance with the County's disciplinary policies.

22.8 Interpretation and Application

- 22.8.1** Nothing in this policy is intended to or will be applied in a manner that violates any employee's constitutional rights, including rights to freedom of speech, expression, and association, or Federal or State rights to engage in any statutorily-protected activity.

22.8.2 This policy is intended for internal use of the County only and should not be construed as establishing a higher duty or standard of care for purposes of any third party civil claims against the County and/or its employees. A violation of this policy by an employee provides only a basis for corrective action against such employee by the County.

EXHIBIT A

CODE OF ETHICS FOR GOVERNMENT SERVICE (O.C.G.A. § 45-10-1)

Any person in government service should:

- I. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
- II. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.
- III. Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.
- IV. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- V. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.
- VI. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
- VII. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.
- VIII. Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.
- IX. Expose corruption wherever discovered.
- X. Uphold these principles, ever conscious that public office is a public trust.



Bulloch County Personnel Policy Manual – Summary of Edits* – December 2022

Section(s)	Change
1.6	Specifies that the policy manual can be accessed on Employee Self-Service at any time and that paper copies are available upon request
3.3.5	Allows County Manager’s designee to approve restrictions on probationary transfers and promotions
3.5.2	Clarifies Human Resources Department role in evaluating potential transfer opportunities for employees on light/modified duty
7.2.1	Specifies that an employee’s resignation effective date may not be a on holiday or other non-workday
9.6.3	Prohibits conduct that harms another individual
9.6.7	Encourages employees to report protective orders to the Human Resources Department
10.6.2	Clarifies the County’s option to review employee driving records on a periodic basis
12.7.6	Provides guidance for calculating pay changes resulting from demotion
13.4.1 and 13.5.1	Omits language that restricts pay rate changes for employees on approved annual or sick leave
17.3.5	Adds reference to State of Georgia Code of Ethics for Government Service (The full text of this statute was also added as Exhibit A at the end of the policy manual)
19.4	Clarifies that the Grievance Policy does not apply to matters involving employees of Elected Officials (other than the BOC) or employees of Constitutional Officers
21.7	Clarifies the work status of employees following random drug testing

* Not included in this chart: typographical error corrections, minor edits that do not change policy intent

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**THE BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

RESOLUTION # 2022 - ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA TO APPROVE UPDATES TO THE BULLOCH COUNTY PERSONNEL POLICY MANUAL; TO REPEAL PRIOR RESOLUTIONS OR ORDINANCES IN CONFLICT; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Bulloch County Board of Commissioners previously approved, implemented and maintained a Personnel Policy Manual governing administration for its employees; and

WHEREAS, representative members of Bulloch County staff have conducted a review of the existing Personnel Policy Manual and recommended revisions necessary to assure legal compliance, to correct typographical errors, and to reflect current employee policies, benefits, and expectations; and

WHEREAS, the Bulloch County Board of Commissioners has reviewed staff recommendations for revisions to the Personnel Policy Manual; and

WHEREAS, the proposed Bulloch County Personnel Policy Manual in the form attached hereto includes revisions; and

WHEREAS, the Bulloch County Board of Commissioners desires to approve and adopt the proposed Bulloch County Personnel Policy Manual in the form attached hereto for the reasons previously stated herein;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners as follows:

Section 1. Approval and Adoption of Bulloch County Personnel Policy Manual. The Bulloch County Personnel Policy Manual in the form attached to this resolution is hereby approved and adopted by the Bulloch County Board of Commissioners.

Section 2. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed. Without limiting the foregoing, all personnel

policy manuals and employee handbooks approved or amended prior to the effective date of this resolution are hereby superseded and repealed in their entirety.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Bulloch County Board of Commissioners.

SO BE IT RESOLVED this 6th day of December, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Venus Mincey-White, Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING

by and among

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY,

a Georgia development authority, as the “Authority”

and

JOON GEORGIA, INC.,

a Georgia corporation, as the “Company”.

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

TABLE OF CONTENTS

	Page
1. THE PROJECT	1
1.1. Description of the Project	1
1.2. Total Project Costs.....	2
1.3. Closing.....	2
1.4. The Site.....	2
1.5. Site Due Diligence	3
1.6. Right of Early Entry and Interim Lease Agreement	4
1.7. Development of the Project	4
1.8. Indemnity by the Company.....	5
1.9. Year 1.....	5
2. FINANCING OF THE PROJECT.....	6
2.1. Bond.....	6
2.2. Maximum Principal Amount of Bond	6
2.3. Transaction Costs.....	6
2.4. Tax Status of the Bond.....	6
2.5. Roles of Counsel	6
2.6. Repayment of the Bond	7
2.7. The Bond Lease	7
2.8. Purchase Option.....	7
2.9. Definitive Documents	7
2.10. Transfers	7
2.11. Statutory Compliance; Permitted Uses	10
3. INCENTIVES TO BE PROVIDED	10
3.1. Purpose of Incentives.....	10
3.2. Site; Land Discount	10
3.3. Authority’s Work.....	11
3.4. OneGeorgia EDGE Grant	11
3.5. Concierge Services	11
3.6. Permitting.....	11
3.7. Private Training	12
3.8. Temporary Office	12
3.9. Geotechnical Borings.....	12
3.10. Statutory Tax Credits: Jobs Tax Credit.....	12
3.11. Ad Valorem Tax Savings.....	12
3.12. Acknowledgment; Intergovernmental Agreement.....	14
4. INVESTMENT GOALS.....	14
4.1. Inducement.....	14
4.2. Jobs Goal.....	14
4.3. Jobs Shortfall Percentage.....	15

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

4.4. Investment Goal.....15

4.5. Investment Shortfall Percentage15

4.6. Annual Report.....15

4.7. Recovery Payments.....16

4.8. Failure to File Report and Make Required Payments16

5. TERMINATION OF AGREEMENT16

5.1. Delay16

5.2. Approval by Governing Bodies16

5.3. Closing Conditions17

5.4. The Authority’s Termination Rights.....17

5.5. The Company’s Termination Rights.....17

5.6. Effect of Termination.....17

6. MISCELLANEOUS17

6.1. Notices17

6.2. Confidential Information18

6.3. No Partnership or Agency.....18

6.4. Survival of MOU19

6.5. Governing Law19

6.6. Amendments19

6.7. Entire Agreement.....19

6.8. Severability19

6.9. Counterparts.....19

6.10. No Personal Liability of Representatives of Public Bodies.....19

6.11. No Personal Liability of Representatives of Company.....19

6.12. Legal Compliance20

6.13. Effective Date20

Schedule 1.1 Description of the Project

Schedule 1.4.1 Description of Site

Schedule 3.11.1 Savings Schedule

Schedule 4 Incentives Schedule

Schedule 4.2 Rules for Satisfying the Jobs Goal

Schedule 4.4 Rules for Satisfying the Investment Goal

Schedule 4.6 Form of Annual Report

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is entered into as of the Effective Date set forth below by and among the **DEVELOPMENT AUTHORITY OF BULLOCH COUNTY** (the “**Authority**”), a development authority and public body corporate and politic duly created under the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.*, as amended (the “**Act**”), and activated by resolution of the Board of Commissioners of Bulloch County, Georgia, and **JOON GEORGIA, INC.**, a Georgia corporation (the “**Company**”), each a “**Party**,” and collectively, the “**Parties**.” **BULLOCH COUNTY** (the “**County**”) and the **BOARD OF TAX ASSESSORS OF BULLOCH COUNTY** (the “**Board of Assessors**”) are each executing an Acknowledgement hereof attached to this Agreement in order to acknowledge its agreement to the provisions hereof which are applicable to it, but is not considered to be a Party.

1. THE PROJECT.

1.1. Description of the Project.

1.1.1. The “**Project**” is a manufacturing facility for the stamping and production of automotive parts. The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by reference. The Project shall consist of (i) land (the “**Leased Land**”), (ii) improvements, including one or more buildings, building equipment and other structures to be constructed or located on the Leased Land (the “**Leased Improvements**”), and (iii) production equipment and other assets and personal property, to be installed or located thereat, for use by the Company in its manufacturing operations at the Project (the “**Leased Equipment**”). The Leased Land may sometimes be referred to herein as, the “**Site**,” and is described below. The Authority is currently the owner of the Site and shall provide the same to the Company, as hereinafter set forth. In connection with the issuance of the below-defined Bond, the Authority will become the owner of the Project as it then exists. The Authority will lease the Project to the Company under the below-defined Bond Lease, as described below. The Authority will finance its acquisition and leasing of the Project by issuing to the Company the below-defined Bond.

1.1.2. The term “**Force Majeure**” shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Georgia (the “**State**”) or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other event not within the control of the Company. Without limitation, increased costs alone are not sufficient to constitute Force Majeure. The Company upon claiming Force Majeure agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing

the Company from carrying out its obligations under this Agreement; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

1.1.2.1. It shall be conditions to the Company claiming the benefit of Force Majeure that, (a) the Company promptly certifies to the Authority in writing, (1) what the event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (b) Force Majeure shall be the proximate cause of the non-performance of such obligation. The foregoing notwithstanding, however, (1) the Company may not claim the benefit of Force Majeure more than twice in the aggregate, (2) in no event shall Force Majeure excuse or postpone a payment obligation, and (3) in no event shall the Company claim Force Majeure in order to protect the Company against the normal risks of contracting.

1.1.2.2. The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

1.2. Total Project Costs. “**Total Project Costs**” include all costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bond. The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Bond are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Bond is issued. References herein to a “**Closing Condition**” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4, and 5.5, respectively, below. In connection with the issuance of the Bond, the Parties hereto, prior to Closing, will also enter into an Economic Development Agreement (the “**EDA**”) to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site.

1.4.1. Survey. The Authority currently owns the Site, which consists of approximately 83 acres and is located within the Authority's "Southern Gateway Commerce Park" (the "**Park**") on Rocky Road in the County. The Parties acknowledge that the Authority may change the name of the Park to "Bruce Yawn Commerce Park," and if that is done, then references herein to the Park shall be understood to be to the Park as so re-named. The Site is more particularly described and depicted on Schedule 1.4.1 attached hereto and incorporated herein by reference. Schedule 1.4.1 contains a copy of a preliminary new ALTA/NPS survey of the Site (the "**Preliminary Survey**") and a legal description of the Site prepared based on the Preliminary Survey. Subject to such additional title and survey work as the Company may deem necessary, the Preliminary Survey, as and if modified by any additional title and survey work performed prior to Closing, shall be deemed the "**Survey**", a legal description of the Site shall be prepared based on it (if there has been any additional title and survey work), and the Survey and such legal description shall be used for purposes of this Agreement and the below-defined Definitive Documents, provided, that it shall be a Closing Condition in favor of each of the Parties that it be satisfied with such Survey and such legal description. All costs relating to the Preliminary Survey or the Survey shall be borne by the Company.

1.4.2. Site Consideration. At Closing, the Company shall enter into the Bond Lease with the Authority, and the Authority shall grant the below-defined Option Agreement to the Company. In consideration thereof, the Company shall pay to the Authority at Closing the sum of **ONE MILLION EIGHT HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,830,000.00)** (the "**Site Consideration**"). The Site Consideration shall be non-refundable regardless of whether or not the Company exercises the below-defined Purchase Option to acquire title to the Site and the remainder of the Project pursuant to the Option Agreement. Each Party represents and warrants to the other that it has not dealt with any broker regarding the Site or the transaction contemplated by this Agreement.

1.5. Site Due Diligence.

1.5.1. Site Due Diligence. Upon full execution and delivery of this Agreement by the Parties, the Authority hereby grants to the Company a license and right of entry to enter the Site at reasonable times prior to the Closing to inspect and perform the due diligence provided for in this Section 1.5 and any other due diligence tests, reports or activities reasonably necessary as part of the Company's due diligence. In the event this Agreement terminates prior to the Closing, the Company shall repair any damage to the Site caused by such due diligence. The Company hereby covenants and agrees to indemnify, and hold the Authority and its officials, members, officers, employees and representatives, harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by the exercise of the Company's rights under this Section, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. The indemnity contained herein shall expressly survive the Closing and the expiration or termination of this Agreement or the Bond Lease.

1.5.2. Title. The Authority has provided (or will provide within thirty (30) days of the execution and delivery of this Agreement by both Parties) the Company with a copy of a title insurance commitment (“**Title Commitment**”) covering the Site in favor of the Company from a reputable, national title insurance company (the “**Title Company**”) and copies of all exceptions to title. The Company’s reasonable satisfaction with the title to the Site shall be a Closing Condition in favor of the Company. The Company shall be responsible for any costs of the Title Commitment and for obtaining at its own expense any policy of title insurance that it may desire.

1.5.3. Environmental. The Company may, at its option and expense, conduct a Phase I environmental site assessment of the Site. The Company may, at its own option and expense, conduct a Phase II environmental site assessment, if in its opinion, the need or recommendation for same is indicated by the Phase I environmental site assessment, insofar as the Site is concerned. The Company’s satisfaction with such assessment(s) and the environmental condition of the Site (including without limitation, the results of any Phase II environmental site assessment) shall be a Closing Condition in favor of the Company. If the Company does not terminate this Agreement under such Closing Condition, then it shall accept the Site in its environmental condition “**AS IS,**” and the Company hereby waives and releases any and all claims and causes of action that the Company could otherwise assert against the County, the Authority, and their respective officials, members, officers, employees and representatives.

1.6. Right of Early Entry and Interim Lease Agreement. Coincident with, or subsequent to, the execution of this Agreement, the Company and the Authority shall, if requested by either such Party, execute a Right of Early Entry and Interim Lease Agreement (the “**Access Agreement**”) granting a temporary license to the Company to (i) enter the Site from the Effective Date hereof until (a) March 1, 2023, or (b) Closing, whichever occurs first, to perform testing and preparatory activities, and to commence construction activities for the Project, subject to such reasonable limitations, and other terms and provisions, as set forth in the Access Agreement. The Access Agreement will be prepared by counsel to the Authority but must be reasonably satisfactory to both Parties. It shall be a Closing Condition in favor of each Party that the Access Agreement, if requested, be prepared, and be satisfactory to it, no later than November 30, 2022. Without limitation, upon the expiration or termination of either this Agreement or the Access Agreement, if the Closing has not occurred or is not occurring simultaneously therewith, the Company shall restore the Site to a condition substantially the same as that existing as of the Effective Date of this Agreement, and such obligation shall survive such expiration or termination.

1.7. Development of the Project.

1.7.1. Utilities. The Company’s ability to acquire governmental approvals or permits to allow for actual delivery of adequate water, sewer facilities, natural gas, telecommunications, fiber or electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.7.2. Design, Construction and Installation. The Company will be responsible for the design, construction and installation of the Leased Improvements for the Project.

Without limitation, the Company will select the contractor (“**Contractor**”) for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for such construction of the Leased Improvements. The Leased Improvements shall be constructed and installed in compliance with all applicable laws, including, without limitation, applicable zoning laws, building codes, environmental laws and other restrictions.

1.7.3. Equipment. The Company will be responsible for the acquisition and installation of the Leased Equipment for the Project, including, without limitation, payments of the costs thereof. The Bond Lease will provide for the Company to convey title to its Leased Equipment to the Authority from time to time by one or more bills of sale as the items of the Leased Equipment are acquired and installed at the Site.

1.7.4. Permitted Exceptions. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances, except for Permitted Exceptions (defined below), and shall in any event indemnify, hold harmless and defend the Authority and the County and their respective officials, members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or encumbrance, including, without limitation, Permitted Exceptions, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease. As used herein, “**Permitted Exceptions**” shall be defined as the Definitive Documents, any liens, encumbrances or exceptions identified in the Title Commitment or any resulting title policy or in the Survey, and any liens, encumbrances or exceptions otherwise specified in this Agreement as being acceptable or defined as such in, or as otherwise permitted by, the Bond Lease. Without limitation, any declaration of covenants prepared by the Authority for the Park (“**Park Covenants**”) and affecting the Site shall be included in the Permitted Exceptions, provided that the same is recorded in the appropriate real estate records prior to Closing. It shall be a Closing Condition in favor of the Company that it be satisfied with the Park Covenants.

1.8. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project, including, without limitation, any of same related to the Access Agreement; or (b) the transactions contemplated by this Agreement, including the Bond or the issuance thereof, or the ownership or operation of the Project; provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease.

1.9. Year 1. For all purposes of this Agreement, including, without limitation, any Schedules and “Exhibits” hereto, “**Year 1**” shall be the first calendar year after the commencement

of commercially viable operation of the Project has occurred, but in no event later than 2025. The attainment of Year 1 by such outside date is hereby designated as being subject to Force Majeure. If Force Majeure is claimed as provided herein, then such outside date shall be extended by the period of the event of Force Majeure, but, cumulatively, Year 1 shall be no later than 2026.

1.9.1. For the avoidance of doubt, with respect to property comprising the Project financed by the Bond, there shall be no *ad valorem* taxes or payments in lieu of taxes for tax years in the Project's construction period. The "**construction period**" for the Project shall be limited to calendar years, if any, that are both after the Closing and before the year after the commencement of commercially viable operation has occurred for the Project, but ending no later than the year before the Year 1 for the Project.

1.9.2. "**Year**", as used herein, refers to years following a Year 1, in sequence and numbered as appropriate.

2. FINANCING OF THE PROJECT.

2.1. Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, ad valorem property tax savings for the Project, the Authority will issue the Authority's revenue bond (the "**Bond**") to the Company. The Bond will be issued as a single draw-down bond authorized by a resolution adopted by the Authority (the "**Bond Resolution**"). The Authority will hold legal title to all of the Project. The Company may acquire legal title to the Project or any portion thereof, as provided herein.

2.2. Maximum Principal Amount of Bond. Without limitation, the maximum principal amount of the Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bond as a single draw-down bond in an appropriate maximum principal amount, now estimated at \$250,000,000.

2.3. Transaction Costs. The Company shall be responsible for the transactional costs of the issuance of the Bond. Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Authority's Bond Counsel, related to the preparation of this Agreement and the issuance of the Bond and preparation of transcripts; (ii) the reasonable fees and disbursements of the Authority's Issuer's Counsel related to the validation of the Bond and the closing of the issuance of the Bond; (iii) the court costs relating to validation of the Bond and recording and filing fees; and (iv) the Authority's financing fee equal to 1/8 of 1% of the maximum principal amount of the Bond, which shall be payable in full to the Authority at Closing.

2.4. Tax Status of the Bond. The interest on the Bond contemplated by this Agreement will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, shall serve as the Authority's Bond Counsel in connection with the Project, the issuance of the Bond and this Agreement. The law firm of Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC shall serve as the Authority's Issuer's Counsel in connection with the issuance of the Bond and this Agreement. The law firm of Eversheds Sutherland (US) LLP shall serve as the Company's Counsel in connection with the Project, the issuance of the Bond and this Agreement.

2.6. Repayment of the Bond. The Company shall be responsible for the repayment of the Bond. Without limitation, the Bond shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the State nor any other public body shall have any obligation or liability for repayment of the Bond.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease (the “**Bond Lease**”) at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental “conduit” bond issuers of bonds issued to achieve *ad valorem* tax savings with respect to certain property and users of such bond-financed property. The Bond Lease will be a triple net type lease. The Bond Lease shall have a term (the “**Term**”) sufficient to accommodate the Savings Schedule and to accommodate the possibility of a Force Majeure extension of the outside date for Year 1, provided, that the Term shall be structured to be comprised of intervals, each of less than five (5) years, and each of which shall automatically renew for the next interval unless notice of non-renewal is given by the Company.

2.8. Purchase Option. The Authority, by a separate agreement (the “**Option Agreement**”), which is one of the Definitive Documents, shall grant the option to purchase the Project or any portion thereof (“**Purchase Option**”) to the Company as contemplated in Section 2.1, above, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) plus any other amounts due to the Authority that must be paid at such time by the Company; and (iii) if the Bond has not theretofore been retired, the Company shall cause the Bond to be retired or cancelled.

2.9. Definitive Documents. The term “**Definitive Documents**” means and includes the Bond, the Bond Resolution, the Bond Lease, the Option Agreement, the EDA, the bond purchase loan agreement, and any other related documents necessary to implement the transactions described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions that are applicable to each of them.

2.10. Transfers.

2.10.1. The rights and benefits of the Company under this Agreement may not be transferred and assigned by the Company, in whole or in part, prior to Closing, except to an Affiliate (defined below) of the Company.

2.10.2. Except as expressly provided in this Section or elsewhere in this Agreement, after the Closing the Company may not, without the prior written consent of the Authority, (a) transfer its interest in the Project, or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. The foregoing shall not be construed to impose any restriction on the transfer of equity interests in the Company.

2.10.3. The Company, as the Company under the Bond Lease, may sublease (or lease, to the extent that a leasing continues beyond the Term) the Project as a whole or in portions, provided, that (a) any such transaction outside of the ordinary course of the Company's business shall be subject to prior approval by the Authority, as the Authority, which may not unreasonably be withheld, conditioned or delayed, and (b) in the case of all transactions, the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease.

2.10.4. The Company may assign the Bond Lease and the other Definitive Documents without the consent of the Authority, but upon prior or contemporaneous notice to the Authority, in the event that, (a) (i) the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and to maintain its legal existence and solvency, provided that clause (b) of Section 2.10.5, below must be satisfied, and, (ii) the assignee is solvent, after giving effect to such transaction, and expressly assumes in writing and agrees to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, or (b) the Company consolidates with or merges into another domestic entity or permits one or more domestic legal entities to consolidate with or merge into it or the Company transfers or conveys all or substantially all of its assets to another domestic legal entity, but only on the condition that, either, (i) if the Company is the transferee or surviving entity, then the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and is solvent, after giving effect to such transaction, and agrees to maintain its legal existence and solvency, and, (ii) if the Company is not the transferee or surviving entity, then the transferee or surviving entity shall be solvent, after giving effect to the transaction, and shall expressly assume in writing and agree to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such transaction.

2.10.5. The Company may assign its interest in the Project, and the Bond Lease and the other Definitive Documents, pursuant to an Exempt Assignment (defined below) without the approval of the Authority, but upon prior or contemporaneous notice to the Authority; provided that, (a) any assignee of the Company shall agree to fully and unconditionally assume all obligations of the Company arising under such Bond Lease and such other Definitive Documents, including, without limitation, all indemnity provisions contained in the Bond Lease and the other Definitive Documents, and (b) the assignor and assignee must first receive prior written confirmation from the Authority that the Authority is satisfied that the Company will have the financial capability thereafter to satisfy, and will continue to satisfy, its continuing indemnification and other obligations; without limitation, the Authority may condition its satisfaction with such financial capability upon the Company providing surety satisfactory to the Authority.

2.10.6. Any provision hereof to the contrary notwithstanding, any assignment by the Company of any interest in this Agreement, the Project, the Bond Lease or the other Definitive Documents shall be further subject to the following conditions:

2.10.6.1. If the Authority should, in a writing approved by a resolution of the Authority, consent to an assignment, then the Authority in such consent may agree to release the assignor from all liabilities and obligations accruing under the assigned documents or instruments after the effective date of such assignment;

2.10.6.2. The assignor shall, within fifteen (15) days after the delivery thereof, furnish or cause to be furnished to the Authority and (after the issuance of the Bond) to the holder of the Bond a true and complete copy of each such assignment, together with any instrument of assumption; and

2.10.6.3. An assignee of the interest of the Company under the Bond Lease must also be the holder of the Bond and the assignee of the Company's interest under the other Definitive Documents. A pledgee of the interest of the Company under the Bond Lease must also be the pledgee of the Bond and the pledgee of the Company's interest under the other Definitive Documents. An assignee must assume all obligations of the Company under the assigned instruments and documents. In the event a pledgee shall ever become the owner of the rights and interests of the Company under the pledged instruments and documents by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by the pledgee to enforce its rights thereunder, or through any other means or manner in connection therewith, the pledgee shall assume all obligations and responsibilities of the Company thereunder arising from and after the date it becomes the owner.

2.10.7. An "**Exempt Assignment**" means any of the following assignments:

2.10.7.1. A pledge pursuant to any bona fide mortgage or leasehold mortgage (including, without limitation, any pledge of personal property);

2.10.7.2. The acquisition by any mortgagee or leasehold mortgagee or its designee of the leasehold interest through the exercise of any right or remedy of such mortgagee or leasehold mortgagee under a bona fide mortgage or leasehold mortgage, including any assignment of the leasehold interest to a mortgagee or the leasehold mortgagee or its designee made in lieu of foreclosure;

2.10.7.3. Any foreclosure sale by any mortgagee or leasehold mortgagee pursuant to any power of sale contained in a bona fide mortgage or leasehold mortgage;

2.10.7.4. Any sale or assignment of the leasehold interest by any mortgagee or leasehold mortgagee (or its designee) which has acquired the leasehold interest by means of any transaction described above; and

2.10.7.5. Any sale or assignment of the leasehold interest to any person or entity if, (1) the financial condition of the proposed assignee is satisfactory to the Authority, and (2) the proposed assignee possesses experience for the operation of the Project that is satisfactory to the Authority.

2.10.8. As used herein, "**Affiliate**" means any person or entity (as used herein "entity" includes, without limitation, any public body) that directly, or indirectly through one or

more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. Without limitation, “control” of the other person or entity is deemed to exist if a person or entity possesses, directly or indirectly, the power: (A) to vote 10% or more of the voting securities of such other person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such other person or entity, or (B) to direct or cause the direction of the management or policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.10.9. Loan Documents. Any senior security deed, subordination agreement and/or any other document or instrument that is requested or required by any Lender (defined below), requested of the Authority by the Company, consented to by the Bondholder, and approved by the Chairman of the Authority (provided that the same is nonrecourse to the Authority except that recourse may be had to its interest in the Project other than its Unassigned Rights as defined in the Bond Lease) may be executed and delivered by the appropriate officers of the Authority, and may include such changes, corrections, completions, deletions, insertions, variations, additions, or omissions to the related Definitive Documents that are consistent with the intent and purpose of the Bond Resolution and are approved by the Chairman of the Authority; such consistency and approval shall be conclusively evidenced by the Chairman’s execution of each such document or instrument. Any such senior deed to secure debt, subordination agreement or other document or instrument shall be prepared at the expense of the Company and reviewed by Authority’s counsel at the expense of the Company and shall be subject to the approval by the Chairman of the Authority. The foregoing and any other provision hereof or of any Loan Document (defined below) to the contrary notwithstanding, the Authority’s only liability under any such senior deed to secure debt, subordination agreement, or other document or instrument shall be limited to recourse to the Authority’s interest in the Project, and in no event shall the Authority’s Unassigned Rights or its rights under the EDA and Memorandum of Understanding be assigned, pledged or subordinated. “**Lender**” means any financial institution or other bona fide lender which has made a loan to the Company with respect to the Project, its successors and assigns, and “**Loan Documents**” means the documents and instruments evidencing and securing such loan.

2.11. Statutory Compliance; Permitted Uses. The Act requires, and the Bond Lease will provide, that the Company must operate the Project at all times as a “project” permitted by the Act, and the Bond Lease will further provide that the permitted uses of the Project are restricted to those that are described in the Project description provided for on Schedule 1.1 hereto.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project at the Site, the following economic inducements will be provided for the Project by the Authority.

3.2. Site; Land Discount. The Authority shall provide the Site to the Company through the Bond Lease. Further, in consideration of the Company locating the Project in the County and the related job creation and capital investment by the Company, the Authority shall enter into the Option Agreement to grant the Company the Purchase Option. The Parties hereby acknowledge that the Site Consideration to be paid by the Company pursuant to this Agreement has been discounted by the Authority from \$4,980,000 to \$1,830,000, which will result in cost savings to the Company of \$3,150,000. In determining the amount of the Site Consideration, the Authority

has taken into account the total consideration being received by the Authority in consequence of the Project, not just the Site Consideration, including, without limitation, the Project's anticipated generation of jobs and additional investment within the Authority's area of operations, and the public revenues flowing therefrom. The Authority has found and determined, and hereby finds and determines, that the interests of the public in such transaction are protected by this Agreement, including its requirements relating to Recovery Payments, and that such total consideration will be equal to or greater than the benefits to be derived by the Company hereunder; therefore, such benefits do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons.

3.3. Authority's Work. The Company agrees that the Site is in "pad-ready" condition. For the avoidance of doubt, the Authority shall not be required to undertake any further Site preparation work, infrastructure work, or similar work beyond the work by the Authority which has already been completed. The Company acknowledges that it has examined and inspected the Park and the Site, after the performance of such work by the Authority, and is familiar with the physical condition thereof. The Company further acknowledges (i) that the Authority has not made and does not hereby make any representations regarding the physical condition of the Site or the Park, and (ii) that there are no warranties, either express or implied, regarding the condition of the Site and/or the Park. Any such warranties which may exist notwithstanding the intentions of the Parties are hereby expressly released and waived by the Company. Accordingly, the Company hereby agrees to accept the Site and (insofar as the Company's interests are concerned) the Park in their "AS IS" condition. The Company, not the Authority, is responsible for any additional installation, account set-up, and hook-ups to all utilities, including water, gas and sewer.

3.4. OneGeorgia EDGE Grant. The Authority will apply for a grant from the OneGeorgia Authority under its EDGE Fund Program (the "**State Grant**") in the amount of approximately \$2,700,000. The Company understands and agrees that the proceeds of the State Grant will be used to reimburse the Company for Site preparation for the Project. If the State Grant or any other grant is awarded, the terms and conditions governing it shall be contained in various agreements and undertakings (collectively as to all of same, or individually as to a particular grant, as the context may require, the "**Grant Documents**") among the Authority, the Company and the granting entity, as appropriate. It shall be a Closing Condition in favor of each of the Company and the Authority that any such Grant Documents be reasonably satisfactory to it, respectively. There are no assurances that any grant in any amount will be obtained. The Company agrees to cooperate with the Authority in completing the application process of the State Grant or any other grant sought hereunder by providing any and all information and/or documents required as a condition to the State Grant or any other grant award.

3.5. Concierge Services. The Authority will provide reasonable "concierge services" to assist the Company with setting up utilities, obtaining permitting, and other Project needs.

3.6. Permitting. The Company shall apply for, and use its best efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the acquisition, construction, equipping, operation, and use of the Project. As provided in Section 3.5, above, the Authority shall reasonably assist the Company with navigating the local permitting process. It shall be a Closing Condition in favor of the Company that it shall have obtained all such permits, licenses, authorizations, and approvals required by all

governmental authorities to the extent available at the time of Closing in connection with the construction, installation, equipping, operation, and use of the Project.

3.7. Private Training. The Authority shall at its expense, if the Company so requests, assist the Company in obtaining training for the Company's employees working at the Project, with the costs thereof to the Authority not to exceed \$30,000. This incentive shall be limited to training available at and provided by Ogeechee Technical College. Such training is in addition to such employee training as may be provided by the State pursuant to its "Quick Start" program, which is outside the scope of this Agreement.

3.8. Temporary Office. If the Company so requests, the Authority shall at its expense determine and provide to the Company temporary office space during construction of the Project, the number of square feet thereof to be reasonably determined by the Authority, but with the costs thereof to the Authority not to exceed \$15,000. If the Company requests that the Authority provide temporary office space to the Company under this Section, the Authority shall use commercially reasonable efforts to provide such temporary office space at a location that is convenient to the Site, as reasonably determined by the Authority.

3.9. Geotechnical Borings. The Company hereby acknowledges that the Authority has, at its own expense, and in accordance with the Company's specifications, conducted soil borings on the Site and provided the results thereof to the Company, providing value and cost savings to the Company of approximately \$17,800. The Company acknowledges that the provision of such soil borings was without warranty by the Authority and without liability on the part of the Authority.

3.10. Statutory Tax Credits: Jobs Tax Credit. The Company shall be entitled to claim the Jobs Tax Credit in accordance with and subject to applicable law. This incentive, subject to applicable law and regulations, shall include a tax credit that may be applied against the Company's Georgia income tax liability.

3.11. Ad Valorem Tax Savings.

3.11.1. Basis for Savings. Under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project. The Parties agree that the Bond Lease shall be structured, and shall incorporate the restrictions on use set forth in this Agreement and to be set forth in the Bond Lease, so that the Company's leasehold interest in the Project is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, the Company agrees that in consideration of the Bond Lease structure and other benefits, it shall make payments in lieu of taxes as provided on Schedule 3.11.1 attached hereto and incorporated herein by reference (the "**Savings Schedule**"). Such payments in lieu of taxes are described and are and defined as "**County PILOTs**", "**School PILOTs**" and "**Fire PILOTs**", respectively, in such Schedule, and may be referred to collectively as "**PILOTs**". The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issue of the Bond.

3.11.2. Reversion to Normal Taxability. If the Purchase Option is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires and the Project is conveyed to the Company, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.11.3. Procedures. In order to determine the amount of PILOTs payable pursuant to this Agreement, the Board of Assessors shall (i) determine the assessed value of the Project as though legal title to it were held by the Company, and notify the Authority thereof, and (ii) determine what taxes would be payable if the Company held legal title to the Project, and notify the Authority thereof. The Authority shall then promptly calculate the amount of PILOTs payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor. Such public bodies shall coordinate such procedures with general procedures applicable to the payment of normal property taxes, such that, for example, the Authority shall mail such invoice at the time tax bills are normally mailed for the relevant tax year. Likewise, the Company shall pay by separate check to the Authority, on or before the date set for the payment of *ad valorem* property taxes in the County generally (but shall have no fewer than sixty (60) days from the date of such invoice to make such payment), an amount equal to the PILOTs due for such year as so calculated. Should the Company fail to pay the PILOTs required by this Agreement at the times and in the manner provided for in this Agreement, the Company shall be obligated to pay to the Authority, in addition to such PILOTs, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such PILOTs were delinquent *ad valorem* taxes, which shall be collected and distributed as provided herein for PILOTs. The Authority shall notify the Company of any such penalties and interest. The Authority shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as the Tax Commissioner of Bulloch County would have in the case of delinquent *ad valorem* taxes, and at the Authority's request, such Tax Commissioner may place and enforce tax liens on the Project to secure the payments of such PILOTs, penalties and interest. Likewise, the Company shall have all of the same rights and remedies as it would have in the case of a dispute over *ad valorem* property taxes, including, without limitation, the right to dispute the valuation used by the Board of Assessors. Without limitation, the Authority, the Board of Assessors and the Company agree that the Company shall have the right of arbitration provided in O.C.G.A. Sec. 48-5-311(f) and the right of appeal to the Superior Court provided in O.C.G.A. Sec. 48-5-311(g). The Company's obligation to pay the PILOTs and other payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Authority, who upon receipt shall disburse them to each taxing authority as though they were payments of normal taxes, or any related interest and penalties.

3.11.4. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors and not of the Authority or the County. By its Acknowledgement, the Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Bond Lease as contemplated in this Agreement. It shall be

a Closing Condition in favor of both the Authority and the Company that the validation order for the Bond becomes final by March 1, 2023, and specifically adjudge that the Company has no taxable interest in the Project, as contemplated in this Agreement. Nonetheless, the Parties acknowledge that the Authority has no control over the administration of the property tax laws of the State and shall have no responsibility for adherence by the taxing authorities to such validation order. Rather, the Company shall indemnify, hold harmless and defend the Authority, its members, directors, officers, employees, and representatives from and against any claim, liability or loss related to the imposition of property taxes, assessments or other charges on the Project, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, the Closing, and the Bond Lease.

3.12. Acknowledgment: Intergovernmental Agreement. By execution of its Acknowledgment hereto, the Board of Assessors agrees to all of the provisions hereof applicable to it. This Agreement and such Acknowledgment shall collectively constitute an intergovernmental agreement under the Georgia Constitution Art. IX, Sec. III, Para. I between the Authority and the Board of Assessors. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

4. GOALS.

4.1. Inducement. The Company agrees to locate the Project in the County at the Site, within the jurisdiction of the Authority, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company's responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Recovery Payments (provided for in Section 4.7, below). The Company's foregoing agreement to locate the Project in the County at the Site, is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease and this Agreement. Such incentives are being provided to induce the Company to locate the Project in the County at the Site, with attendant job creation on the part of the Company, and accompanying investment by the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the County and of the State. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation represented by the Project. The Parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs and investment do not for any reason fully materialize, and such measure of recovery is set forth in Schedule 4 attached hereto and incorporated herein by reference.

4.2. Jobs Goal. For the Performance Period, as provided on the Goals Table ("**Goals Table**") included on the "Incentives Schedule" attached as Schedule 4 hereto (such period, the "**Performance Period**"), and with respect to the incentives covered by the Incentives Table, the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project specified on the Goals Table as the applicable Jobs Goal (the goal applicable in any

particular year being the “**Jobs Goal**” for such year). For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated.

4.3. Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Jobs Goal to obtain the “**Jobs Shortfall**.” The number of jobs constituting the Jobs Shortfall shall be divided by the applicable Jobs Goal and converted to a percentage to determine the “**Jobs Shortfall Percentage**” for such year. If there is no shortfall, such percentage shall be 0%.

4.4. Investment Goal. For purposes of the incentives covered by the Incentives Table, the Company shall have an “**Investment Goal**” of the Company having invested, in the aggregate, in the Project in each year of the Performance Period the amount for such year specified on the Goals Table as the applicable Investment Goal (the goal applicable in any particular year, the “**Investment Goal**”). For purposes of the Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Investment Goal.

4.5. Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project from the date hereof is less than the Investment Goal that is applicable to such year, then the actual amount of such investment shall be subtracted from the applicable Investment Goal to obtain the “**Investment Shortfall**.” The amount of investment constituting the Investment Shortfall shall be divided by the applicable Investment Goal and converted to a percentage to determine the “Investment Shortfall Percentage.” If there is no shortfall, such percentage shall be 0%.

4.6. Annual Report. On or before February 1 of each year following a calendar year that is in the Performance Period, the Company shall provide to the Authority an annual report for the preceding calendar year which shall include a Jobs Report and an Investment Report, as described below (each an “**Annual Report**”). Each Annual Report shall be in substantially the form of Schedule 4.6 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.6.1. Jobs Report. The Jobs Report shall contain a statement as to the full-time jobs at the Project for the immediately preceding year (each, an “**Annual Report Year**”) using the methodology prescribed herein, and shall provide such supporting extracts from the Company’s employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.6.2. Investment Report. The Investment Report shall contain a statement as to the investment in the Project by the Company for the subject Annual Report Year, using the methodology prescribed herein.

4.6.3. Inspection Rights. No more often than once per year, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company and its employees or customers.

4.6.4. Project Shortfall Percentages. The Annual Report shall calculate any Jobs Shortfall Percentage and any Investment Shortfall Percentage. The average of the Jobs Shortfall Percentage and the Investment Shortfall Percentage shall be the “**Project Shortfall Percentage**,” which shall also be calculated and stated in the Annual Report.

4.7. Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage greater than 20%, then, the Company, in such Annual Report, shall calculate the amount of the “**Recovery Payments**,” and shall pay the same with respect to the incentives set forth in the Incentives Table, all pursuant to and as defined in the Incentives Schedule. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.

4.8. Failure to File Report and Make Required Payments. If the Company fails to pay any Recovery Payment when due, interest shall be paid by the Company thereon at the rate of seven percent (7%) per annum (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within thirty (30) days following a written notice from the Authority to the Company that said failure be cured, the Authority shall be entitled to enforce its rights under this Section 4.8 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys’ fees and court costs. The Company shall be liable for the payment of any such interest, fees and costs. Notwithstanding the foregoing, the Company shall be responsible for all reasonable costs actually incurred by the Authority in connection with monitoring compliance and addressing any non-compliance by the Company with this Agreement, including, without limitation, Annual Report errors, omissions and discrepancies, and the Authority shall provide the Company itemized invoices documenting any costs so incurred. Such costs may include, but are not limited to, reasonable fees and disbursements of attorneys actually incurred by the Authority. Without limitation, the Company shall be responsible for compliance with the provisions of this Article 4.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed by November 22, 2022, or the Closing has not occurred by March 1, 2023, then the Authority or the Company may terminate this Agreement by written notice to the other, without any further liability to the other Party except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Party, if:

5.3.1. The other Party is in breach of this Agreement beyond any applicable notice and cure period.

5.3.2. There has been commenced or threatened against the Authority, the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bond shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if

either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Development Authority of Bulloch County
201 South Main St., Suite A
Statesboro, Georgia 30458
Attn: Benjy Thompson, Chief Executive Officer

with a copy to: Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC
12 Siebald Street
Statesboro, Georgia 30458
Attn: Stephen T. Rushing, Esq.

and a copy to: Seyfarth Shaw LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

If to the Company: Joon Georgia, Inc.
c/o Joon, LLC
1500 County Road 177
Cusseta, Alabama 36852
Attn: Jae Ik Jang, CFO

with a copy to: Eversheds Sutherland (US) LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309
Attn: Steve B. Park, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 50-14-1, et seq. and § 50-18-70, et seq. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State's conflicts of law rules.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority or the County (including the members and staff of the Board of Assessors) shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto, to the extent legally permissible, waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.11. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.12. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.13. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following "Effective Date": November 22, 2022.

The "Authority":

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY

By: *Billy Allen*
Chairman

ATTEST:
[Signature]
Secretary

Asst.




[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

The "Company":

JOON GEORGIA, INC.

By:  (SEAL)

Name: Jung Ho Seo

Title: president & CEO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BULLOCH COUNTY

By: _____
Chairman of the Board of Commissioners

Attest:

Clerk of the Board of County Commissioners

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BOARD OF TAX ASSESSORS OF BULLOCH COUNTY

By: _____
Chief Appraiser

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

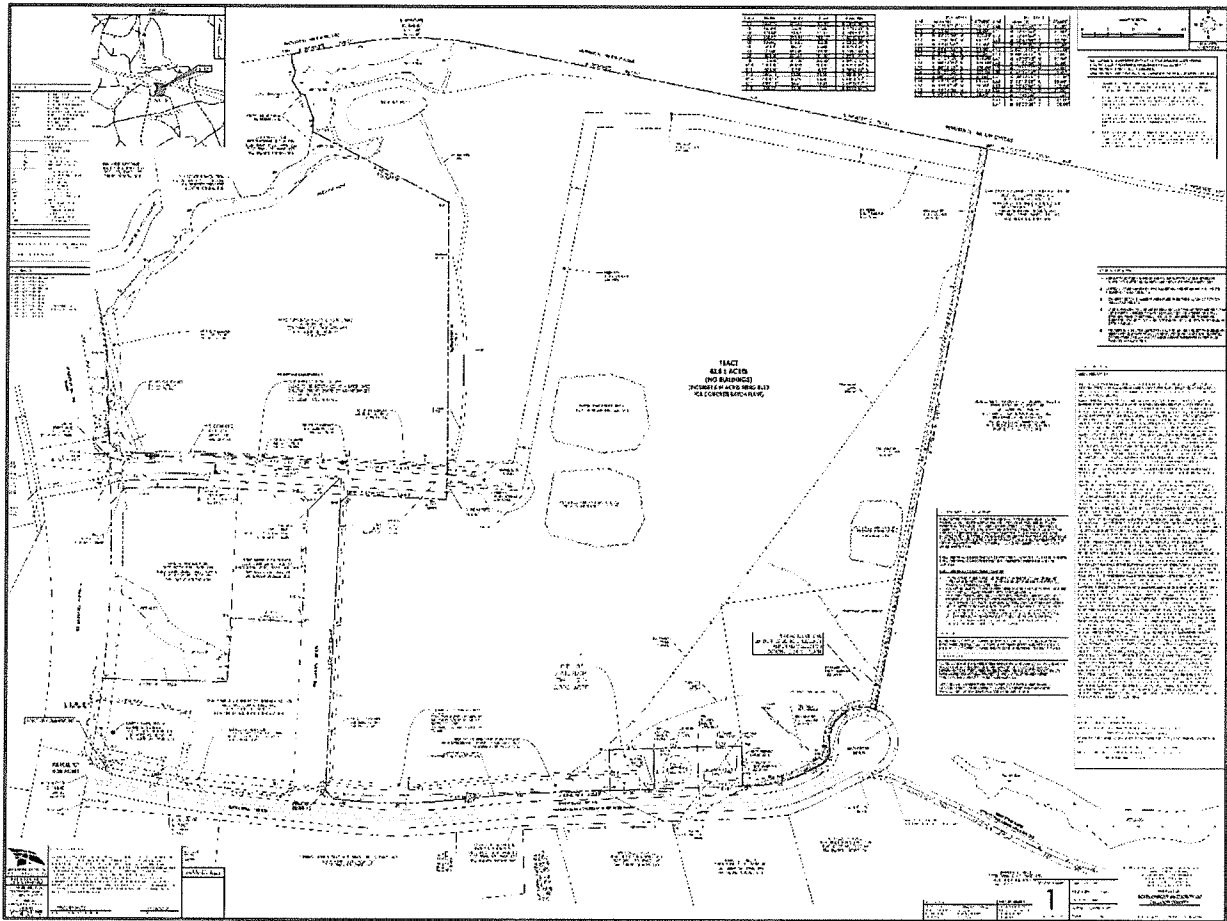
SCHEDULE 1.1**DESCRIPTION OF THE PROJECT**

The Project is a manufacturing facility for the stamping and production of automotive parts. The Project shall be comprised of the Leased Land (*i.e.*, the Site), the Leased Improvements, and the Leased Equipment. The operations to be conducted at the Project will substantially consist of the stamping and production of automotive body parts, primarily to supply the Hyundai Motor Group Metaplant, located in Bryan County, Georgia.

SCHEDULE 1.4.1

DESCRIPTION OF SITE

The Site shall consist of that certain real property in Bulloch County, Georgia, located off of Rocky Road in the Southern Gateway Commerce Park, comprising approximately 83 acres. The Site is further described and depicted below:



Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

SCHEDULE 3.11.1

SAVINGS SCHEDULE

1. No payments in lieu of taxes are required for tax years prior to Year 1. However, there are no tax savings with respect to special district levies of assessments or fees for any tax year.
2. For each Year in the tables below, the Company will pay amounts equal to the corresponding Payment Percentage, set forth below, of the normal *ad valorem* property taxes that would be payable if legal title to the Project were vested in the Company, instead of the Authority on January 1 of such year. Such payments shall constitute payments in lieu of taxes (i.e., PILOTs).
3. For purposes of paragraph 1, above, the applicable Payment Percentages and Savings Percentages for the individual categories of PILOTs are as follows:

COUNTY PILOTs (payments in lieu of taxes to be paid over to the County based on the millage levied by the County for County purposes for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-10	100%	0%
11 and thereafter	0%	100%

SCHOOL PILOTs (payments in lieu of taxes to be paid over to the Bulloch County School District based on the millage levied for it for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-10	0%	100%
11 and thereafter	0%	100%

FIRE PILOTs (payments in lieu of taxes to be paid over to Bulloch County for its Fire District based on the millage levied by the County for it for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-10	0%	100%
11 and thereafter	0%	100%

4. The savings applies to all County *ad valorem* property taxes with respect to property

SCHEDULE 3.11.1

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

comprising part of the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority.

SCHEDULE 3.11.1

SCHEDULE 4

INCENTIVES SCHEDULE

1. The recovery value (“**Recovery Value**”) of each of the incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the “**Incentives Table**”), with any payments to be made by the Company as provided in this Incentives Schedule to the recipients indicated as follows:

INCENTIVES TABLE

SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO*
3.2	Site/Land Discount	Reduction of Site Consideration afforded to the Company (which is \$3,150,000)	10%	Authority
3.7	Private Training	Amount of the actual costs paid by the Authority for the training of Company’s employees under Section 3.7 hereof (not to exceed \$30,000)	10%	Authority
3.8	Temporary Office Space	Amount of the actual costs paid by the Authority to provide temporary office space to Company under Section 3.8 hereof (not to exceed \$15,000)	10%	Authority
3.11	Property Tax Savings on Project	Actual amount of <i>ad valorem</i> property taxes on Project saved each year	100%	To Authority for County

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a “**Recovery Payment**,” and collectively, the “**Recovery Payments**”) to the respective parties so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage greater than 20% is determined as provided in this Agreement, provided, that no Recovery Payment shall be required for any incentive whose Recovery Factor is 0%.
3. The table (“**Goals Table**”) set forth below sets forth the applicable Jobs Goal and Investment Goal.

GOALS TABLE

“PERFORMANCE PERIOD” (INCLUDES ALL YEARS SCHEDULED BELOW)	INVESTMENT GOAL (CUMULATIVE ¹)	JOBS GOAL (CUMULATIVE ²)
Year 1	\$3,500,000	0
Year 2	\$40,500,000	0
Year 3	\$163,380,000	168
Year 4	\$227,910,000	278
Year 5	\$259,800,000	508
Year 6 - Year 10	\$317,376,701	630

4. The Jobs Goal and the Investment Goal in any Year are each subject to the effect of Force Majeure. The effect of Force Majeure for such purposes shall be that for any Year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Jobs Goal and/or Investment Goal, as applicable, provided that, in no event shall Force Majeure extend the Savings Schedule or the Term.
5. For each Year for which a Project Shortfall Percentage is determined to be greater than 20% as provided in this Agreement, in order to determine the Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Recovery Payment, and the Company shall pay the amount thereof to Authority simultaneously with its delivery of the Annual Report for the subject Year as required by this Agreement. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.
6. (a) Each of the following shall be a “**Trigger Event**” hereunder:
- (i) The expiration or termination of the Bond Lease at a time when any part of the Project is subject to a Payment Percentage less than 100%, including, without

¹ From October 26, 2022.

² Jobs created on and after October 26, 2022 are counted provided that they exist in the subject Year.

limitation, expiration or termination in connection with the exercise of the Purchase Option.

(ii) A “**Plant Closing.**” A Plant Closing is defined as the permanent or temporary shutdown of the Project, if the shutdown results in an “employment loss” during any 90-day period at the Project for 80% or more of the Project’s employees, excluding any part-time employees, or if all jobs are lost at the Project. The term “employment loss” means (1) an employment termination, other than a discharge for cause, voluntary departure, or retirement, (2) a layoff exceeding six months, or (3) a reduction in hours of work of individual employees of more than 50% during each month of any 6-month period. An employment action that results in the effective cessation of production of the work performed at the Project, even if a few employees remain, is a shutdown. A “temporary shutdown” is a Trigger Event only if there are a sufficient number of terminations, layoffs exceeding six (6) months, or reductions in hours of work as specified under the definition of “employment loss.”

(iii) A “**Mass Layoff.**” The term Mass Layoff means a reduction in work force which first, is not the result of a Plant Closing, and second, results in an employment loss at the Project during any 90-day period for at least 50% of the of the Project’s employees, excluding part-time employees.

(b) Upon the occurrence of a Trigger Event, the Purchase Option shall be deemed exercised by the Company, the Company shall cause the Bond to be retired or cancelled, and the Payment Percentage shall thereupon become 100% as to all years after the Year in which the Trigger Event occurred. If necessary to assure that there are no property tax savings after the Year in which the Trigger Event occurred, the Company shall pay to the Authority with respect to the Project, such payments in lieu of taxes as are necessary so that normal property taxes due on the property plus such payments in lieu of taxes would equal 100% of what normal taxes would be if title to the property had been vested in the Company as of January 1 of the applicable year.

(c) As soon as reasonably possible after it is aware of (but no later than immediately after the occurrence of) a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.6 of this Agreement and shall also calculate what the Recovery Payments would be in the aggregate for each subsequent Year through the end of the period for which any part of the Project is scheduled to be subject to a Payment Percentage less than 100%, ignoring any Force Majeure, using the actual investment amount through the date of the calculation, and assuming that jobs for each year after the year of calculation amount to zero. In the calculation of the Special Recovery Payment (defined below), the Company may exclude as a Recovery Value any property tax savings for years after the Project reverts to normal property taxation or the Payment Percentage for all of the Project becomes 100%. The amount so calculated shall be subject to audit by the Authority, and upon acceptance by the Authority, such amount shall constitute a “**Special Recovery Payment.**” The Company shall pay the amount of the Special Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay any past due normal Recovery Payments in arrears. The Authority shall have the same rights and remedies with respect to such Special Recovery Payment as with normal Recovery Payments, including, but not limited

to, the Company's liability for the payment of any interest, fees and costs (including, without limitation, attorneys' fees incurred by the Authority), as provided in Section 4.8 hereto. For purposes of clarity, failure to pay any Special Recovery Payment payable under this Agreement when due shall result in the accrual of interest thereon in the same manner as for any failure to pay normal Recovery Payments. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the Purchase Option provided for in Section 2.8 hereof until it has received payment of the Special Recovery Payment and any normal Recovery Payments that are past due.

SCHEDULE 4.2

RULES FOR SATISFYING THE JOBS GOAL

1. For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as follows:
 - (a) Only net new full-time jobs shall be counted and only jobs physically performed at the Project shall be counted.
 - (b) For such purposes, “**full-time job**” means the following: “a new job with no predetermined end date (other than a retirement date), that did not previously exist prior to the Project within the State of Georgia, with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, including the opportunity for access to, but not necessarily paid or subsidized, medical benefits, but does not mean a job classified for federal tax purposes as an independent contractor. The foregoing notwithstanding, a full-time job may include, at the discretion of the Company, leased employees (such as jobs created by a third-party logistics provider or employment services company) that otherwise meet the definition of a full-time job (“**Leased Jobs**”), subject to the following conditions:
 - (i) The Company represents and warrants that its contract with each third-party leasing company will require that: (1) the Leased Jobs at the Project will be assigned exclusively to the Company and no other clients of the third-party leasing company; and, (2) the Leased Jobs are new full-time jobs that, but for the contractual arrangement between the Company and the third-party leasing company, would not otherwise exist within Georgia. The Company also represents that the Leased Jobs will substantially satisfy the definition of “Leased Employee” outlined in (6)(u) of the rules published by the Georgia Department of Community Affairs in Chapter 110-9-1-.01 and will require in its contract with each third-party leasing company that the third-party leasing company will substantially satisfy the definition of an “Employee Leasing Company,” as provided in O.C.G.A. § 34-8-32. To the extent that the aforementioned conditions are satisfied, and so long as the Company retains control over the Leased Jobs at the Project, the Company’s use of leased employees through an agreement with a third-party leasing company shall constitute Leased Jobs for purposes of qualifying as net new full-time jobs.
 - (ii) Nothing herein is intended to affect the employer-employee relationship between the third-party leasing company and the employees it hires to work at the Project nor to affect the contractual relationship between the Company and the third-party leasing company. This Agreement does not give any employee, including the Leased Jobs employees of any third-party

SCHEDULE 4.2

- leasing company, any rights or claims against the Company or its Affiliates, and no such employee shall be, or is intended to be, a third-party beneficiary of this Agreement. The Company represents that through the agreement with any third-party leasing company, it is inducing the employment of the Leased Jobs at the Project in Georgia. The Company also agrees that if the Leased Jobs are claimed by any third-party leasing company as “New Full-Time Employee Jobs” for purposes of claiming the Georgia Job Tax Credit, the Company will not separately claim such jobs.
2. The number of full-time jobs shall be calculated as provided below.
 - (a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - (b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.
 3. In satisfying the Jobs Goal, an “FTE,” or “**full-time equivalent job**,” shall be considered equivalent to a full-time job, and is defined and determined as follows: (1) the number of full-time equivalent jobs shall be determined based on the weekly average of such jobs for the taxable year; (2) the number of full-time equivalent jobs for each week at the Project shall be calculated by computing the total number of hours worked by employees that are subject to Georgia income tax withholding for the prior week and divide such total by 35; (3) the weekly average number of full-time equivalent jobs in a taxable year shall be determined by the following method: (a) add the weekly totals of the full-time equivalent jobs for the Project as determined in clause (2) above; and (b) divide the result by the number of weeks the Company was in operation during the taxable year.
 4. The foregoing and any other provision of this Agreement to the contrary notwithstanding, for any Year in which the aggregate average wages for all full-time jobs created at the Project is not above the County average wage (presently \$866/week, or \$21.65/hour), the number of full-time jobs for such Year shall be deemed to be reduced by a percentage equal to the difference between the County average wage for such Year and the aggregate average wages for net new full-time jobs created at the Project for such Year, divided by the County

SCHEDULE 4.2

average wage. For example, if there are 200 full-time jobs at the Project for a Year, with an aggregate average wage of \$850/week, and the County average wage for such Year is \$866/week, the number of full-time jobs for such Year would be deemed to be and calculated as follows:

- (i) $\$866 - \$850 = \$16$
- (ii) $\$16/\$866 = 1.85\%$
- (iii) $100\% - 1.85\% = 98.15\%$
- (iv) $200 * 98.15\% = 196.3$ full-time jobs for such Year.

For the avoidance of doubt, the wages of Leased Jobs employees are included in calculating such aggregate average wages.

SCHEDULE 4.2

SCHEDULE 4.4

RULES FOR SATISFYING THE INVESTMENT GOAL

1. Only capital investments in the Project by the Company and (subject to Paragraph 4(c), below) its Affiliates shall be counted, except as provided in 4, below.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Investment Goal is met, except as provided in 3, below.
3. Transferred equipment relocated by the Company to the Project to be used as part of the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's satisfaction, and approved by the Authority, its fair market value.
4.
 - a) In addition to the property leased to the Company under the Bond Lease, machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to the Company under the Bond Lease, all shall be counted.
 - b) In addition to the property leased to the Company under the Bond Lease, items of machinery and equipment (including, without limitation, dies/casts) that are, (1) owned by Hyundai Motor Co. Ltd. or an Affiliate of it, and (2) co-located with the Project and used in the operations of the Project, shall be counted. The Company shall document these items by providing to the Authority, as applicable, (i) a copy of the invoice to Hyundai Motor Co. Ltd. or an Affiliate of it, as appropriate, disclosing the sale price for such items of machinery and equipment, (ii) copy of a property tax return reporting such items to the Board of Assessors, (iii) a listing of such items with original cost or values, or (iv) such other documentation deemed sufficient by the Authority.
 - c)
 - i. In addition to the property leased to the Company under the Bond Lease, items of machinery and equipment that are, (1) owned by an Affiliate of the Company, (2) co-located with the Project and used in the operations of the Project, and (3) for which a return is filed annually to the Board of Assessors as required by law, shall be counted. A copy of each such return shall be provided simultaneously to the Authority.
 - ii. At the request of the Company made prior to the adoption by the Authority of the Bond Resolution, provision will be made in the Bond Lease for Affiliates of the Company to transfer property of an Affiliate to the Authority for the purpose of being leased back to the Company under the Bond Lease.

SCHEDULE 4.4

SCHEDULE 4.6

FORM OF ANNUAL REPORT

Re: Memorandum of Understanding (“MOU”) and Economic Development Agreement (“EDA”) between the [AUTHORITY] (“Authority”) and [COMPANY] (“Company”) regarding the capital project located in [COUNTY], Georgia (the “Project”) – 20__ Annual Report

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU and EDA.

1. Jobs Report

The County average wage for such year was \$_____. The aggregate average wages for all full-time jobs created at the Project for such year was \$_____. Such aggregate average wage exceeded the County average wage for such year: yes/no. If “no”, then, any provision hereof to the contrary notwithstanding, the total number of full-time jobs located at the Project shall be calculated and reported using the methodology prescribed in paragraph 4 of Schedule 4.2 of the MOU.

As of December 31, 20__, the total number of full-time jobs located at the Project was _____. We have enclosed _____, as evidence of such job creation.

The Jobs Goal for _____ was _____ jobs. The Jobs Shortfall for the year _____ is _____ jobs. The Jobs Shortfall Percentage is _____ % (____ + ____).

2. Investment Report

As of December 31, 20__, the Company has invested \$_____ in the Project.

The Investment Goal for 20__ was \$_____. Therefore, the Investment Shortfall Percentage is ____%.

3. Recovery Payments

The Project Shortfall Percentage for 20__ is ____% ((____% + ____%) ÷ 2). [IF THE PROJECT SHORTFALL PERCENTAGE IS GREATER THAN 20%, THEN A RECOVERY PAYMENT IS DUE. IF A RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU AND SUCH PAYMENT MUST BE INCLUDED WITH THIS ANNUAL REPORT.]

Please do not hesitate to let us know if you require any additional information.

Sincerely,

[Company]

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)

Enclosures

Attachment: MOU signed by DABC and Joon Georgia (MOU between Development Authority and Joon Georgia, Inc.)