

BOARD OF COUNTY COMMISSIONERS

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FAYETTE COUNTY, GEORGIA

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Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

March 9, 2023

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of Leslie Jackson, 911 Supervisor who received the Veterans of Foreign Wars (VFW) State Public Servant Award for 911 Dispatch. (pages 3-9)

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

2. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Water System for award of the Kundell Environmental Grant in the amount of \$2,607.60 for one intern. (pages 10-30)
3. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$2,607.60 for one intern. (pages 31-50)
4. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns. (pages 51-70)
5. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns. (pages 71-90)
6. Approval of an agreement with Lisbon Baptist Church for a donation of eight (8) indigent burial plots. (pages 91-93)

7. Approval of the February 23, 2023 Board of Commissioners Meeting Minutes. (pages 94-107)

OLD BUSINESS:

8. Request to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. This item was tabled at the January 23, 2023 Board of Commissioners meeting. (pages 108-120)

NEW BUSINESS:

9. Request to award engineering and design services for Contract #2036-Q to EXP U.S. Services, Inc. (EXP) for the design and engineering of approximately 12.4 miles of road resurfacing and approval of Task Order #1 for a Not to Exceed (NTE) value of \$223,635.22. (pages 121-128)
10. Request to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905. (pgs. 129-245)
11. Request to approve ARCADIS Task Order No. 23-06, of Contract #1867-P Water System Engineer of Record for Advanced Metering Infrastructure (AMI) Implementation Management in the not to exceed amount of \$448,708.84. (pages 246-257)
12. Request to approve revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation. (pages 258-262)
13. Consideration of Policy 448.21; Hybrid Telework. (pages 263-270)
14. Consideration of revisions Policy 448.20; Telework. (pages 271-283)

ADMINISTRATOR'S REPORTS:

- A. Contract #1932-P: Debris Clearing, Removal & Disposal Renewal 2 (pages 284-286)
- B. Contract #1933-P: Debris Monitor Renewal 2 (pages 287-289)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department: 911 Communications

Presenter(s): Katye Vogt, Director

Meeting Date: Thursday, March 9, 2023

Type of Request: Proclamation/Recognition #1

Wording for the Agenda:

Recognition of Leslie Jackson, 911 Supervisor who received the Veterans of Foreign Wars (VFW) State Public Servant Award for 911 Dispatch.

Background/History/Details:

Fayette County 911 administration was approached by the Peachtree City VFW Post with a nomination request for the Veterans of Foreign Wars (VFW) public servant award in the newly created category, "911 Dispatch".

As a two-time employee of the year and exemplary supervisor, Leslie was an easy choice for the nomination. Starting with Fayette County in July 2016, Leslie quickly progressed from Communications Officer, to Certified Training Officer, and finally Shift Supervisor in just over two years. She is an integral part of the management and training teams. Leslie leads by example and improves everyone around her. She strives to make a positive impact on the people she works with, and on the profession she works in. All those around her at Fayette County 911 know that she strives for excellence in herself, and will show those around her the way to achieve the same level of excellence.

What action are you seeking from the Board of Commissioners?

Recognition of Leslie Jackson, 911 Supervisor who received the Veterans of Foreign Wars (VFW) State Public Servant Award for 911 Dispatch.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



VFW Public Servant Award Citation Post Entry Form

NOTE: VFW Point of Contact should fill out their section below prior to distributing this form.
This will provide individuals from outside of the VFW with the needed information to submit their packets successfully.

To be filled out by VFW representative

Sponsoring VFW Post #: Sponsoring District #:

VFW Post POC

Full Name:
Phone: Email:
Address:
City: State: Zip:

Individual Submitting Nomination

Full Name: *Katie Vogt*
Phone: Email:

Nominee Information

Choose appropriate citation:
Full Name: (please list as you wish it stated on the citation)
Occupation Title: (if any) (please list as you wish it stated on the citation)
Employer Name: (please list as you wish it stated on the citation)
Address of Employer:

City: State: Zip:
Employer Phone: Employer Email: (if available)

Please complete this form and submit to your local VFW Post using the information provided above. Ensure to include all required documentation that is outlined on the instructions sheet provided with this form. All winning Post entries must be received by their **Department Headquarters no later than January 1st**. If you have any questions, please feel free to contact Tammy Beauchamp at 816-756-3390 x 6287, e-mail tbeauchamp@vfw.org

Candidate: Leslie Jackson
 Address: c/o Fayette County 911 Communications
 140 Stonewall Ave. W.
 Fayetteville, GA 30214
 770-461-4357
 Award: Public Servant Award - Dispatcher

Dec 29, 2022

Fayette County 911 Communications is a full-service emergency communications center (ECC), with 36 full time positions. 911 Communications is responsible for receipt of all administrative and 911 calls for the county as well as primary dispatch of all public safety agencies withing Fayette County. This includes three fire and EMS agencies, three municipal law enforcement agencies and two county law enforcement departments. The ECC fields phone and radio traffic for ancillary services as well, including municipal and county public works, animal control and the board of education.

Leslie is one of the most tenured Shift Supervisors at Fayette County 911. The shift supervisor position is without a doubt the hardest position in the center. Supervisors are expected to be leaders, cheerleaders, disciplinarians, morale boosters, coaches, counselors, trainers, watchdogs, quality control, project managers, and advocates for their employees. They are all of these things while still performing the same daily radio and phone tasks as all of the people they are managing. Because they are to be an example to their shift, shift supervisors are held to a higher standard of service while performing these tasks. It is no small feat. The job description and list of duties is as follows:

[Shift supervisor] is a promoted position responsible for supervising and training personnel and for all tasks associated with initiating emergency response to include answering emergency and non-emergency calls, providing life-saving instructions, responding to and dispatching public safety personnel, responding to general requests for assistance and information, and maintaining critical records for the administration of public safety.

Major duties:

1. Supervises, evaluates, and disciplines Communications Officers and Communications Training Officers.
2. Oversees, assigns, and directs radio room operations and completes documentation and reports as necessary.
3. Maintains the day-to-day updates of the schedule ensuring adequate shift coverage; completes the mandatory on-call schedule and oversees shift payroll.
4. Troubleshoots equipment and reports the need for maintenance and repair.
5. Assists Center administrative staff with the decisions that affect all aspects of center business and operations.
6. Oversees completion of day-to-day housekeeping duties.
7. Trains new employees and coordinates their training needs with the Training Manager; completes Daily Observation Reports to record training progress.
8. Conducts in-service training for non-probationary Communications Officers.
9. Assists with county public safety seminars, workshops, and job fairs.

10. Operates enhanced 911 telephone system with multi-screen controls; answers emergency and non-emergency calls for service; determines location and nature of call; provides emergency instruction; obtains and records vital information.
11. Dispatches calls to appropriate agency utilizing Computer Aided Dispatch (CAD) and two-way radio system; relays updates call information; maintains status of field units in CAD emphasizing responder and public safety and accuracy.
12. Enters field-initiated calls for service; initiates NCIC/GCIC queries as necessary; relays pertinent information to responders; maintains status of field units in CAD emphasizing responder and public safety and accuracy.
13. Operates NCIC/GCIC databases to retrieve and disseminate information necessary to conduct Public Safety operations.
14. Operates two-way Public Safety radio system with multi-screen controls linking communications for interoperability as necessary.
15. Monitors multiple public safety and non-public safety talk groups in addition to primary radio assignment; enters calls for service received via radio from non-public safety entities.
16. Initiates CAD entries regarding calls for service, creating the foundation for reporting; utilizes CAD to research historical incidents and notifications, providing information and increased responder safety.
17. Monitors severe weather alert systems; initiates local alerts and voice activations of the siren warning system; notifies county personnel.
18. Performs general office duties, to include faxing, copying, filing, shredding, and email correspondence.
19. Performs other related duties as assigned.

Leslie Jackson started with Fayette County 911 Communications in July 2016. She was a naturally talented communications officer and coupled that talent with incredible desire and dedication to learning in order to achieve a promotion to communication training officer a year later. She quickly proved she was an effective trainer and showed she truly saw 911 and public safety as a career and profession. She was promoted again to shift supervisor in November 2018. Her meteoric rise to supervisor totaled a little over two years from hire to supervising a shift.

Leslie is a part of several teams at Fayette County 911. Of course, everyone at the 911 center is a team and the actions of each team member affect all others. She continuously is an example to all others when it comes to overall teamwork as she is always quick to volunteer to fill a shift or take on an added responsibility.

She is an integral part of the training and management teams. Leslie has a drive to seek knowledge about her job, her profession and every aspect of public safety. She continuously displays her knowledge when proposing strategies how to better address issues, and when proposing new ideas in order to provide better service to the center's customers.

Leslie Jackson's most important team, though, is the shift she is responsible for. She leads this team by example every day. Leslie assumes responsibility for her actions and the actions of her team. She defends her people and claims part of the blame for any issues that occur on her watch. She uses down time as a means to teach and learn together with every member of her shift and help them improve everyone's skills and knowledge. She seeks out training opportunities for her shift and actively encourages her shift to take on projects in order to advance each member's career and benefit the department. Employees continuously request to be placed on a shift with Leslie if ever the opportunity arises. They know she is fair, encouraging, will push them to be better and defend those that deserve it.

The best way to demonstrate knowledge is for one to help others obtain that same knowledge. Leslie consistently makes sure her shift and the rest of the center is abreast of the most recent and accurate information on a range of topics, including EMD and CAD usage, as well as procedural knowledge. She instituted a shift- review period designed to give all of her shift, including herself, a better understanding of every aspect of the job. All members of the shift were required to review and come up with questions for discussion from EMD, county policy, standards or 911 center procedure. If any questions could not be resolved via discussion, she would contact the compliance manager or another person with relevant expertise and pose the question to get a definitive answer or see if the procedure itself needed review.

In emergency communications the customers come from all angles. There are the 911 callers AND the responders that are sent to them. The ECC is in place to bridge the gap between the two parties and to get help to either group whenever it is needed. Customer service is taken very seriously at Fayette County and Leslie exemplifies this value. She strives to reach each citizen and understand and sympathize with them so they feel at ease. She shows compassion and patience in order to provide a superior level of service and keep them calm while getting the caller the help that is needed.

Leslie makes it a priority to be the point of contact for her projects and for her shift. She reaches out on her own to find more information whenever it is required. She is always quick to seek information that will better serve the customers and her colleagues. She has always been a champion of understanding responder's roles in their jobs to be able to preempt information they may require from dispatch or assistance that can be provided by the 911 center. She reaches out to the administrative staff frequently in order to better understand information about policies, procedures and best practices. When doing so, she is not afraid to give an opinion if she believes a change is needed or if she sees a better way to do something. However, when these ideas aren't able to pan out, she does not bring it back to her shift with animosity but sees it from the all angles and explains the reasons that a particular procedure must be in place.

Leslie is an incredibly hard worker, and does not back down from additional duties. She has recently taken on the role of back up CAD manager, which requires a great deal of training and responsibility, but it is a role she took on without thinking twice. This new role led to extra on-call hours that she may be called to fix a CAD problem. This is just another example of her jumping in with both feet to help whenever and however she can..

She recognizes that 911 is a profession she would like to be a part of for the remainder of her career. She truly loves being a 911 professional and is always looking for ways that she can improve the profession and be a bigger part of the 911 community.

A prime example of Leslie's leadership is a shift where the Fayette County area had just been rocked by a storm. Everyone is frazzled. Throughout the center, people are putting their frayed nerves back together after answering a deluge of phone calls to match the amount of rain Fayette County received in the past two hours. However, the sound that can be heard over the din of mop-up duty is laughter. Leslie Jackson's shift is keeping it together through her leadership. They are relieved the storm's over and following Leslie's example by cutting up a little to shake the stress that came with fighting the weather. They directed a masterpiece of response to a pop-up cloudburst that felled trees and powerlines all-over Fayette County. And Leslie Jackson directed them. She gave them orders that they were prepared to handle. Everyone knew their role and the storm response went off without a hitch. The shift wasn't without stress, but it was stress they could handle. It was stress they could work through because they were prepared and ready.

Leslie Jackson is the kind of person that improves everyone around her. She strives to make a positive impact on the people she works with, and on the profession she works in. She is new to 911, for sure. However, in her short time at Fayette County 911, it has become evident that she is dedicated employee, a talented communications officer and a true leader. She shows with her words and her actions that emergency communications is much more than a job to her as is so often the case in this field.

Leslie came into our center with the attitude of someone that was going to make the best of any situation put in front of her. She breezed through training and almost immediately began training others successfully, over and over again. She found her place in the Fayette County 911 Center and she began looking for ways that she could make it better. Leslie began suggesting new training methods and strategies. She drafted procedure changes to make the work more effective and efficient. Leslie championed the cause of stress management for dispatchers. She took on responsibility over and above her job title.

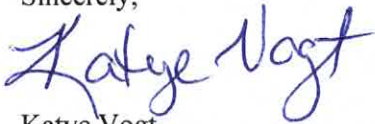
Upon promotion to shift supervisor Leslie Jackson continued the cause to fight for mental health training and support. She attempts to combat the effects of burnout among her peers and has a relationship with the EAP representative for Fayette County. She has reached out to area pastors, crisis intervention teams and national experts on the effects of stress, PTSD and suicide among public safety telecommunicators in order to better educate herself and to create in-roads towards a true support procedure. She has spearheaded a movement for a crisis incident stress management program for the Fayette County 911 Center. Leslie has raised awareness among her peers and management about the topic, and is leading the center towards a future that is more supportive and open about the effects of stress and depression. With improvements in video-to-911 technology currently implemented at Fayette County 911, her work in this regard may be more necessary than ever before. Fayette County personnel are already experiencing 911 calls in a way that many of them never imagined. By keeping the importance of mental health in the forefront, Leslie has ensured that it remains on the minds of management as this advancing technology and the procedures regarding it evolve.

Leslie Jackson makes her people better. Those around her are more informed and better prepared. She practices the situations that have a high risk of significant damage but rarely occur. She makes sure they are ready for anything. Leslie is what every supervisor should strive to be. She is respected as the leader of her shift and as a vital member of the management team. All those around her at Fayette County 911

know that she strives for excellence in herself and will show those around her the way to achieve the same level of excellence.

For all these reasons, Fayette County 911 is proud to present our 2018 and 2019 Employee of the Year, Leslie Jackson as a nominee for the VFW Public Servant Award for Dispatchers.

Sincerely,

A handwritten signature in blue ink that reads "Katie Vogt". The signature is written in a cursive style with a large, stylized "K" and "V".

Katie Vogt
Director, Fayette County 911 Communications
770-320-6053

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Water System for award of the Kundell Environmental Grant in the amount of \$2,607.60 for one intern.

Background/History/Details:

The Water System has been awarded the Kundell Environmental Grant for one intern. The total amount of the grant is \$2,607.60 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The intern will be placed in our Water Quality Laboratory to receive training in the regular operations of a state-certified drinking water lab. This internship would be an exciting opportunity for a student interested in the intersections of public health, the environment, and local governance.

Water quality laboratory training will be provided, including safety training, good lab practices, sampling technique, and quality control protocol. The intern will become familiar with physical, chemical, and biological analytical methods.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Water System for award of the Kundell Environmental Grant in the amount of \$2,607.60 for one intern.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Revenue and Expense budget need to be established. Expenses to be paid from 50543061.



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 16, 2023 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 28, 2023; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

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undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2023.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

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COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2023

This ____ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 1, 2023

Ms. Emily Larrimore
245 McDonough Road
Fayetteville, GA 30214

Dear Ms. Larrimore:

I am pleased to inform you that Fayette County has been awarded a **General Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2023 summer program in the amount of **\$2,607.60** for the **Water System** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2023 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Tameca Smith
Steve Rapson



Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is **Friday, December 2, 2022**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

**ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303**

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	
Kundell Environmental Grant	X
Garner Health and Human Services Grant	

Section II: General Grant Information

County Name:	<u>Fayette County</u>
County E-Verify Number:	<u>47566</u>
Number of Interns Requested:	<u>1</u>

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	<input type="checkbox"/> \$500 (25%) <input type="checkbox"/> Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	Emily Larrimore		
County:	Fayette County		
Department:	Fayette County Water System		
Position:	Laboratory & Compliance Specialist		
Address:	245 McDonough Road, Fayetteville, GA 30214		
Email:	ELarrimore@fayettecountyga.gov	Phone:	(770) 320-6084

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
OR			
Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		



Who will be the supervisor for the intern?			
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact			
<input type="checkbox"/> Other			
Name:			
Department:			
Position:			
Address:			
Email:		Phone:	
Has this individual previously supervised interns?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, who will provide it:	
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)	
The student should have familiarity with Microsoft Office Suite, especially Word and Excel. Prior lab experience is a plus, but not required. The student should be comfortable having a flexible schedule with time spent in office settings, the laboratory setting, and collecting samples in the field.	
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please describe:	Water quality laboratory training will be provided, including safety training, good lab practices, sampling technique, and quality control protocol. The intern will become familiar with physical, chemical, and biological analytical methods.
Please describe how your county plans to recruit and advertise the internship position:	
Our Human Resources Department will post the internship position on our County's Job Board, as well as on Handshake, a job board that specifically targets current college students seeking employment.	



Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Laboratory & Compliance Intern
----------------------------	--------------------------------

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

The Fayette County Water System (FCWS) is seeking a Laboratory and Compliance Intern to assist with monitoring for compliance with the Safe Drinking Water Act (SDWA). The intern will be placed in our Water Quality Laboratory to receive training in the regular operations of a state-certified drinking water lab. This internship would be an exciting opportunity for a student interested in the intersections of public health, the environment, and local governance.

An intern would be incredibly valuable to the FCWS. Local utilities continue to face challenges due to labor shortages in the American workforce. While recent circumstances have contributed to these shortages, projections from the EPA indicate that over the next decade, 30 – 50 percent of water professionals will become eligible for retirement, resulting in long-term workforce shortages. It is imperative that the rising workforce be made aware of the need and opportunity in the water industry. The foundational knowledge base that can be attained from this internship will begin to prepare the next generation to responsibly fulfill these duties in the future.

Having stated the need to introduce a younger generation to the water industry, a specific project FCWS's intern will assist with is sampling for the SDWA's



Unregulated Contaminants Monitoring Rule (UCMR). UCMR is administered by the EPA to gather information on unregulated contaminants to ultimately promulgate regulation of those contaminants. This UCMR cycle focuses on monitoring Per- and Polyfluoroalkyl substances known as PFAS. Addressing PFAS contamination is widely considered to be the biggest issue facing the water and environmental industries in the future. It would be a unique career-building opportunity for a student to gain an understanding of PFAS analysis and regulation at these early stages.

In terms of qualifications, the applicant should be comfortable working in an office setting, laboratory setting, and in the field. Field sampling will mainly take place at the water treatment plant, drinking water reservoirs and streams. The intern should have an interest in chemistry, biology, environmental science, health sciences, public policy, or a related field. Previous lab experience is a plus, but not required. The intern will perform all lab duties under the supervision of the Laboratory & Compliance Specialist or the Lab Analyst. The intern will receive ethics training that is designed for those who generate data in a public health laboratory. The intern will also receive safety training to ensure a safe and comfortable working environment is maintained at all times.

For questions, email mnesmith@accg.org or call (404) 992-8737



The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2023.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: _____

Cost of Wages: _____

Cost of FICA: _____

Cost of Worker's Compensation: _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I, _____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 16, 2023**.

Signature

Date

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

COUNTY AGENDA REQUEST

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Department: State Crt Solicitor General Office

Presenter(s): Tina T. Payne, Office Supervisor

Meeting Date: Thursday, March 9, 2023

Type of Request: Consent #3

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$2,607.60 for one intern.

Background/History/Details:

The State Court Solicitor General's Office has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$2,607.60 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

This internship will expose the student to all aspects of the criminal prosecution process. The intern will start at the beginning of building the case files for the Prosecutors. Once the case has been formally accused, the intern will have the opportunity to see the calendars firsthand. This will serve as a valuable hands-on opportunity for the student.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$2,607.60 for one intern.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

▼

Approved by Purchasing

Not Applicable

County Clerk's Approval

Yes

Administrator's Approval

▼

Staff Notes:

Budget for revenue and expenditures need to be booked.



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 16, 2023 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 28, 2023; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. Natural Termination. Unless otherwise terminated, this Agreement shall terminate December 31, 2023.

D. Survival. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A.** The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B.** The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A.** The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2023

This ____ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 1, 2023

Ms. Tina Payne
1 Center Drive
Fayetteville, GA 30214

Dear Ms. Payne:

I am pleased to inform you that Fayette County has been awarded a **General Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2023 summer program in the amount of **\$2,607.60** for the **State Court Solicitor General's Office** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2023 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Tameca Smith
Steve Rapson



Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is **Friday, December 2, 2022**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

**ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303**

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	

Section II: General Grant Information

County Name:	<u>Fayette County</u>
County E-Verify Number:	<u>47566</u>
Number of Interns Requested:	<u>2</u>

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	<u> </u> \$500 (25%) <u> </u> Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	Tina T. Payne		
County:	Fayette		
Department:	State Ct. Solicitor General Office		
Position:	Office Supervisor		
Address:	Fayette Co Justice Center 1 Center Drive Fayetteville, GA 30214		
Email:	tpayne@fayettecountyga.gov	Phone:	770-716-4256

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
OR			
Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		



Who will be the supervisor for the intern?			
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact			
<input type="checkbox"/> Other			
Name:			
Department:			
Position:			
Address:			
Email:		Phone:	
Has this individual previously supervised interns?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, who will provide it:	
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a college or university located in your county?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is there a technical college located in your county?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)	
Interns should have strong reading and writing skills and the ability to think critically. 3L students may qualify for the Third Year Practice Act.	
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please describe:	This Internship will expose the student to all aspects of the Criminal Prosecution process.
Please describe how your county plans to recruit and advertise the internship position:	
We have a great relationship with our local Fayette County Board of Education, Work Based Learning Program, where we provide internship and skilled work experiences for High School Students that contribute to the student attaining his/her career goals; Also, with Clayton State University – Simplicity Program, University of West Georgia and other Universities through Handshake, which provide career and professional development opportunities for their students.	



Section III: Project Description and Intern Position Title

Project Information

Internship position title:

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

Dear Civic Affairs Foundation:

We are very thankful for being selected for your program Summer 2022 and we would be very excited to be selected for this Summer 2023. We are a fast-paced office that can expose the intern to all stages of the Prosecution of Misdemeanor cases.

This office can provide valuable hands-on opportunities for the student. We will start them at the beginning of building the case files for our Prosecutors. Once the case has been formally accused – the intern will have the opportunity to see the calendars firsthand. These calendars could include arraignment, motions, bench warrant hearings, bench trials, jury trials, and violation of probation hearings. Although, a majority of their time will be spent in preparation for these court calendars.

They will be exposed with victim and non-victim cases that our office prosecutes daily.

The student will be able to put their Microsoft Office skills to work in our office, as well as learn our case management system and the Clerk of Court's case management program. They will also be fingerprinted and complete the required GCIC Security Awareness training to work in our office.

If our office is chosen, we will make every effort to expose the intern to everything that goes into the prosecution of Misdemeanor, Traffic, or Local Ordinance cases.



We greatly appreciate your consideration and hope to have the opportunity to partner with an Intern Summer 2023. Thank you so much.

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2023.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: _____

Cost of Wages: _____

Cost of FICA: _____

Cost of Worker's Compensation: _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I, _____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 16, 2023**.

Signature

Date

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

COUNTY AGENDA REQUEST

Page 51 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.

Background/History/Details:

The State Court has been awarded the General GCIP Grant for two interns. The total amount of the grant is \$5,215.20 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The interns will further develop the student's legal writing and research skills. Being able to work in a court, not as an advocate, but as a neutral, offers law students a glimpse of the inner workings of the legal system and hands-on experience.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Budget for revenue and expenditures need to be booked.



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 16, 2023 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 28, 2023; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. Natural Termination. Unless otherwise terminated, this Agreement shall terminate December 31, 2023.

D. Survival. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2023

This ____ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 1, 2023

Ms. Sora Kang
One Center Drive
Fayetteville, GA 30214

Dear Ms. Kang:

I am pleased to inform you that Fayette County has been awarded a **General Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2023 summer program in the amount of **\$5,215.20** for the **State Court** intern project to cover **two** internships. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2023 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Tameca Smith
Steve Rapson



Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is **Friday, December 2, 2022**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

**ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303**

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	

Section II: General Grant Information

County Name:	Fayette
County E-Verify Number:	58-6000826
Number of Interns Requested:	2

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	___ \$500 (25%) ___ Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	Sora Kang		
County:	Fayette		
Department:	State Court		
Position:	Staff Attorney		
Address:	One Center Drive, Fayetteville, GA 30214		
Email:	skang@fayettecountyga.gov	Phone:	770-716-4266

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
OR			
Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
What amount?	\$:		



Who will be the supervisor for the intern?			
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact			
<input type="checkbox"/> Other			
Name:			
Department:			
Position:			
Address:			
Email:		Phone:	
Has this individual previously supervised interns?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, who will provide it:	
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a technical college located in your county?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)	
Interns must have strong reading and writing skills with the ability to think critically about legal issues and decipher the facts in a case.	
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please describe:	This internship will further develop the students' legal writing and research skills.
Please describe how your county plans to recruit and advertise the internship position:	
We have plans to advertise all of the law schools in Georgia. Here are the law schools in Georgia: Atlanta's John Marshall Law School, Mercer University School of Law, Emory University School of Law, University of Georgia School of Law, and Georgia State University College of Law. We will post internship recruitment on each law school's career center's webpage. We will also post it on Google/LinkedIn.	



Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Legal Intern
----------------------------	--------------

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

Dear Civic Affairs Foundation:

We are excited to bring in law students for the summer to offer them a unique experience. Being able to work in a court, not as an advocate, but as a neutral, offers law students a glimpse of the inner workings of the legal system that they can't get elsewhere. State Court hears both criminal and civil matters, ranging from traffic tickets to personal injury cases, and many other issues. The interns will receive a case of their own to work from start to finish on a particular, often complex, issue. They will draft and finalize an order for Judge Jason B. Thompson to review. As time allows, they may be able to do two or more orders. The law students will be reading and analyzing both sides of the argument, researching the applicable law, and putting what they learned about the specific facts of a case and the law into an order. There is frequent supervision and guidance from the Staff Attorney to assist the students. The students end up with a final written product that they worked hard on and can be proud of, as well bring a resolution to a case for the plaintiff and defendant.

Our interns also have the opportunity to observe court hearings and trials, and be involved in the legal proceedings that isn't always available in other legal jobs. They will see real-time trial practice, listen to oral arguments in both criminal and civil matters and gain an understanding of the impact that cases have on an individual's life, as well as the lives of the parties' families and the community at large.



We feel that it is so important for the law students to realize how meaningful the courts are to our community and why what we do matters. This is an irreplaceable experience that we are happy to share with our interns.

We thank you in advance for your consideration of a grant for our interns so that they can gain both legal experience and financial payment.

Sincerely,

Sora Kang
Fayette County State Court
770-716-4266

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2023.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: _____

Cost of Wages: _____

Cost of FICA: _____

Cost of Worker's Compensation: _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I, _____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 16, 2023**.

Signature

Date

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

COUNTY AGENDA REQUEST

Page 71 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.

Background/History/Details:

The Public Defender's Office has been awarded the General GCIP Grant for two interns. The total amount of the grant is \$5,215.20 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The interns will be law students from the area Atlanta law schools. They will need competence in either Westlaw or Lexis (legal research programs), and Word documents. This internship will teach through personal, hands-on, and face-to-face interaction with the legal field.

The Public Defender's Office was awarded the grant while in Spalding County. Ms. Strohmann is now the Assistant Public Defender for Fayette County and would like to move forward with the grant. ACCG has approved the transfer of the grant award to Fayette County.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.

If this item requires funding, please describe:

This grant will be administered as a pass-through grant with the interns being paid through the Fayette County payroll process in the Public Defender org code.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Budget for revenue and expenditures should be booked in the Public Defender org.



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 16, 2023 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 28, 2023; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. Natural Termination. Unless otherwise terminated, this Agreement shall terminate December 31, 2023.

D. Survival. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2023

This ____ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 24, 2023

Ms. LeeAnne Strohmann
175 Johnson Avenue
Fayetteville, GA 30214

Dear Ms. Strohmann:

I am pleased to inform you that Fayette County has been awarded a **General Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2023 summer program in the amount of **\$5,215.20** for the **Public Defender** intern project to cover **two** internships. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2023 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Steve Rapson
Tameca Smith



Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is **Friday, December 2, 2022**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

**ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303**

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	

Section II: General Grant Information

County Name:	Spalding
County E-Verify Number:	123541
Number of Interns Requested:	Two

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	___ \$500 (25%) ___ Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	LeeAnne R. Strohmman		
County:	Spalding		
Department:	Griffin Judicial Circuit Public Defender		
Position:	Assistant Public Defender		
Address:	141 W. Solomon Street, Griffin, GA 30223		
Email:	lstrohmman@gapublicdefender.org	Phone:	770-467-4725

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
OR			
Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
What amount?	\$:		



Who will be the supervisor for the intern?			
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact			
<input type="checkbox"/> Other			
Name:			
Department:			
Position:			
Address:			
Email:		Phone:	
Has this individual previously supervised interns?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, who will provide it:	LeeAnne Strohmann or other office personnel
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns? Not sure, but I have through my work in Fayette County	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)	
The interns will be law students from the area Atlanta law schools. They will need competence in either Westlaw or Lexis (legal research programs), and Word documents.	
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please describe:	The interns will have hands on criminal defense practice
Please describe how your county plans to recruit and advertise the internship position:	
As I have had law school interns previously, I will use my same contacts as well as word of mouth from prior interns. I additionally intend to reach out the law schools criminal law professors for their recommendations of students.	



Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Georgia Public Defender Legal Intern
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In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

The work of an attorney is more than just the legal process; it is the need to see the individual and the greater picture of the community at large. Law school teaches the law, but an internship teaches through personal, hands-on, face to face interaction with the legal field. An internship gives students experience that will shape their career. Here at the Griffin Circuit Public Defenders Office we handle felony cases for indigent people. The law student interns will have the opportunity to not only watch the court proceedings, but also participate. Because third year law students are allowed to practice under the guidance of a licensed attorney, they will be amply prepared and given the chance write motions and to advocate on clients behalf before the court. In addition to the legal aspects of criminal defense, the law student interns will meet and speak with the clients family and the members of this community. It is so important for lawyers to always remember why we do the job we do, that we are here to guide and advise clients, and more importantly, to listen to them with compassion and understanding. As interns here at the Public Defenders Office, the students will learn aspects of criminal law, the legal process, and how to interact with clients and the court system. Not only will they be assisting this office with the case load, but they will be helping the community, one case at a time.

For questions, email mnesmith@accg.org or call (404) 992-8737



The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2023.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: _____

Cost of Wages: _____

Cost of FICA: _____

Cost of Worker's Compensation: _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I, _____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 16, 2023**.

Signature

Date

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

COUNTY AGENDA REQUEST

Page 91 of 289

Department: Board of Commissioners

Presenter(s): Tameca P. Smith, County Clerk

Meeting Date: Thursday, March 9, 2023

Type of Request: Consent #6

Wording for the Agenda:

Approval of an agreement with Lisbon Baptist Church for a donation of eight (8) indigent burial plots.

Background/History/Details:

O.C.G.A. 36-12-5(a) states that when a person dies in Georgia and the decedent, his family, and his immediate kindred are indigent and unable to provide for his decent interment, the governing authority of the county where the death occurs shall make available from county funds a sum sufficient to provide a decent interment of the deceased indigent person or to reimburse such person as may have expended the cost thereof voluntarily, the exact amount thereof to be determined by the governing authority of the county.

Indigent burial requests are processed through the County Clerk's Office. Lisbon Baptist Church last donated eight plots in 2015. The last plot was used in December 2022. The frequency of indigent burial requests varies year by year. Lisbon Baptist Church has graciously agreed to donate eight additional indigent burial plots, on an as-needed basis, to Fayette County.

The only stipulation asked of the County is that steps are taken to ensure that all excess soil is removed from the cemetery within a reasonable time following use of a plot.

What action are you seeking from the Board of Commissioners?

Approval of an agreement with Lisbon Baptist Church for a donation of eight (8) indigent burial plots.

If this item requires funding, please describe:

Not Applicable. This is a donation by Lisbon Baptist Church to Fayette County.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

This is an example of Fayette County and religious organizations working together to provide for those in need.

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20__, by and between FAYETTE COUNTY, GEORGIA (the “County”) and LISBON BAPTIST CHURCH, INC. (“Lisbon Baptist”).

WHEREAS, Lisbon Baptist is the owner of a cemetery located at 1662 Highway 85, Fayetteville, Georgia 30214; and

WHEREAS, pursuant to O.C.G.A. § 36-12-5, the County is obligated to provide for the burial or cremation of indigent persons; and

WHEREAS, the County is in need of cemetery plots for the burial of indigent persons pursuant to its obligations as described above; and

WHEREAS, Lisbon Baptist desires to donate eight (8) burial plots to the County to be used as burial plots for indigent persons.

W I T N E S S E T H

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.

Lisbon Baptist hereby makes available to the County eight (8) plots to be used for the burial of indigent persons. Said plots are located in the southwest section of the cemetery just off the main highway.

2.

Each plot will be donated to the County as the need arises. Once the County determines that it is in need of a burial plot for an indigent person, it will notify Lisbon Baptist and Lisbon Baptist will donate the needed plot.

3.

This Agreement may be terminated at any time by either party. Such termination shall not apply to any burial plot already donated to the County.

4.

The County shall receive no ownership interest in any part of the cemetery as a result of this relationship. The County shall assume no liabilities or responsibilities as to the maintenance or upkeep of the cemetery or as to circumstances relating to the ongoing nature of the cemetery.

5.

Following each use of a donated burial plot, the County shall take steps to ensure that all excess soil is removed from the cemetery within a reasonable time following the use of said plot.

IN WITNESS WHEREOF, all parties hereto have executed this Agreement by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

FAYETTE COUNTY, GEORGIA

ATTEST:

Tameca P. Smith, County Clerk

Lee Hearn, Chairman

LISBON BAPTIST CHURCH, INC.

ATTEST:

Name: _____

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau

Consent #7



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

February 23, 2023

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Chairman Lee Hearn called the February 23, 2023 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Oddo moved to accept the agenda as presented. Vice Chairman Edward Gibbons seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION: None.

PUBLIC HEARING:

1. **Consideration of Petition No. 1326-22, Amina Zakaria, Omar Zakaria, Saed Zakaria & Hassan Zakaria, Owners; Nizam Khan, Applicant, Steven Jones, Attorney/Agent request to rezone 13.035 acres from O-I to C-H to develop a truck parking facility property is located in Land Lot(s) 233 of the 5th District. This petition was tabled by the Board at the January 26, 2023, meeting.**

Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings for rezonings.

Mrs. Bell stated that this item was tabled at the December 8, 2022 meeting by the Board of Commissioners, and again at the January 26, 2023 meeting by the Petitioner, due to the lack of a full Board. The property is currently located in the State Route (SR) 85 North Overlay Zone. The access points to the property are regulated by Georgia Department of Transportation (GDOT) and the applicant was proposing a truck parking facility for tractor trailer trucks. There was a plan for a joint GDOT and County project for improvements to the intersections of SR 279, SR 85 and Corinth Road that would impact this request. Mrs. Bell stated that the applicant was aware of the project and made modifications to the proposed design to accommodate the project. The future Land Use Plan was designated for Commercial, and the request conforms to the Fayette County Comprehensive Plan, as related to the SR 85 Commercial area. The Planning Commissioner recommended, 3-1, denial of the petition. One member was absent. Staff recommended, based on the investigation and staff analysis, conditional approval of the request for zoning C-H; Highway Commercial District with the following conditions:

1. A 75-foot vegetated buffer shall be provided adjacent to residentially zoned parcel(s) to the west of the project. Additional planting should be added in areas where existing vegetation does not provide an adequate screen. This shall not prevent a septic system or the existing or future stormwater facilities from remaining or being located in this buffer, as prescribed by Sec. 110-93 and Sec. 110-94, respectively.
2. The full 50-foot front (east property line) buffer required by the SR 85 N Transportation Overlay shall be a vegetated buffer. Additional planting should be added in areas where existing vegetation does not provide an adequate screen. This area is not to be used for septic systems or other site utilities. This buffer shall not prevent use of the existing curb cut on SR 85; this access point is subject to GDOT approval.
3. A 200-foot x 10-foot linear strip on the south edge of the property along the proposed road extension shall be a planted evergreen buffer to screen the view of the lot from State Route 85.
4. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plane of the fixture. Fixtures shall be designed or shielded to prevent light trespass on other properties or roads.
5. The existing shared detention pond will require hydrological study to demonstrate it has sufficient design capacity to serve the addition of the proposed project.
6. The new development must continue to allow this pond to serve the stormwater detention requirements of the original commercial development to the north, with a site plan approved January 26, 1990.
7. The owner of the new project must provide a stormwater maintenance agreement since the detention pond is contained within this parcel. This agreement shall conform to the county's standard agreement for stormwater facility maintenance.
8. Omit tree island requirements for southernmost end of parking lot.

Agent and Attorney for the petition, Steven Jones presented Petition No. 1326-22 to the Board. He stated that the proposal was to request to go from O-I to C-H for a truck parking facility. He stated that it was important to note that the facility would not only be for truck parking but also other large vehicles, such as RV's or boats. Mr. Jones stated that in the business park, near the proposed lot, there are approximately 88 businesses that have little, to no outside storage. He stated that this facility would also cater to that need. Mr. Jones stated that the applicant, Nizam Khan, spoke to many of the business owners and they have expressed an interest and desire for the facility and believe it would be beneficial to their business. He stated that the facility was designed to cater to local residents and was not an overnight facility or tractor trailer motel. There will be no utility connections or no waste disposal facilities. This facility will be designed for people who need to store large vehicles but may not have the ability or desire to do so where they live or where their business was located. Mr. Jones stated that after submitting the application he learned about the proposed road project at Corinth and SR 85. He continued that the Petitioner anticipated the option that would connect into Corinth Drive to the south. The site plan also allowed for modifications, should the Board vote for the alternative option on the project. He stated that the facility would have 65 spaces, an attendant office building with security 24/7, and fencing, as well as gates around it to provide security for the vehicles parked on the lot. He stated that there was an entrance along the proposed new road and would be serviced by a light on SR 85. The concept plan showed a vegetated double screened buffer behind the existing buffer. He stated that it was important to ensure that the project was visually screened from SR 85 as well as the new roadway. He stated that there would be existing mature pine forest in front of it at 25 feet and then a planted buffer of double staggered evergreens, as well as a fence. He stated that staff recommended conditional approval. The applicant agreed to all conditions. He concluded that the petition was consistent with the Comprehensive Plan and requested the Board's approval with the recommended conditions.

Commissioner Oddo asked how far away the homes to the first row of trucks were.

Mr. Jones stated that, with the exception of one home, the majority of the area was undeveloped. He stated that the truck parking would be, in excess, approximately 150 feet. He stated that staff recommended a 75-foot vegetated buffer, and it would also have a fence around the lot.

Commissioner Oddo asked how the Petitioner would ensure that the facility was only used for local residents.

Mr. Jones stated that the lease was on a monthly basis. He stated that there would not be a sign advertising the facility. It was for people who wanted to rent the space on a long-term basis. He stated that these were owner/operators that travel twice a week or have long hauls once or twice a month. It was designed for low intensity; in-and-out traffic.

Commissioner Oddo stated that if all spaces were leased out there would be a lot of trucks there.

Mr. Jones stated that there were 65 spaces, but if it was 10% or 20% occupied, it would only be 12 trips leaving per day. He reminded the Board that the owner/operators are those who do not leave daily.

Commissioner Oddo asked if there was a set time that the trucks cannot leave.

Mr. Jones stated that the lessee would come and go as they please. He stated that it would be infrequent. This lot would also cater to large recreational vehicles, such as RV's and boats, which have an even less frequent use, therefore less traffic. Mr. Jones stated that the applicant did not want people sleeping in their trucks or staying on the lot. He stated that the lot was designed to park the large vehicle and leave in their personal vehicle.

Commissioner Oddo stated that on the southside, there would be the vegetated buffer.

Mr. Jones stated yes, there would a staggered row of evergreens, but that road would solely serve the industrial park. On the outside of the roadway was existing trees.

Commissioner Oddo asked if there would be anything on the northside.

Mr. Jones stated yes, it was adjacent to the commercial facility. He stated that they contemplated some planting, but since the whole site would be surrounded by vegetated buffer, the applicant would be inclined to plant there if it was the will of the Board.

Commissioner Oddo asked if staff was aware of any complaints from residents in that area about the industrial park.

Mrs. Bell stated that there had been no complaints about the industrial park.

The following spoke in favor of this petition:

Bryan Clark, (McDonough, GA), industrial broker for this project, stated that he and the prospective purchasers of the property understood the need for this use in Fayette County and throughout the state. He stated that there were several reasons why this site was important. He stated that the use itself, which was not intended to be a campground or sleeping facility, but a facility for long-term use. The second important note was the possible uptick of traffic congestion. He stated that this site was nine miles to the nearest interstate. He stated that his was the main reason this facility would not attract drivers to park, and it would not be marketed to interstate commerce in relation to short-term parking. He stated that the use by local residents was the reason it would not contribute to further traffic congestion. He believed this would improve the county by allowing those that needed to park their boats and vehicles in a secured lot, and not at local establishments, including the roadways and residential communities. He stated that the proposed design was created to leave the frontage on SR 85 largely unchanged, aside from the entrance to the lot. The purchaser of the site was a Fayette County resident and had been in this business for many years. He stated that a C-H zoning was the highest and best use of the site.

Keith Larson, Peachtree City, stated that he was in favor of the petition. He stated that the county needed a location for truck drivers and recreational parking to park vehicles outside of city streets and neighborhoods. He stated that the proposed location would satisfy this requirement and reduce truck traffic down SR 85 in those neighborhoods. He offered the Board considerations of possible amendments to the conditions, if approved and his recommendations.

The following spoke in opposition of the petition:

Kindel Brodigan, Fayetteville, GA, stated that the proposed truck stop was directly behind her home. She stated that she called multiple times to complain about the business behind her home, where an individual was living in his RV and turning the business into a night club. She stated that the business collapsed, and it was now gone. She stated that the cars, truck and delivery vehicles go on throughout the night. She stated that a row of trees would not stop the sounds and smells.

Mark Alexander, Fayetteville, GA, stated that the proposed truck facility would not affect his property as much, but Kenwood Industrial Park was located behind his property. He stated that he had complained about the noise, and nothing was done. He gave examples of his concerns.

Mr. Alexander expressed that his property had been in his family for a hundred years and now the County wanted to run a road through it.

Chairman Hearn reminded Mr. Alexander that pertained to a different agenda item.

Mr. Alexander stated that he would give comments at that time.

Mr. Jones addressed the concerns raised. He stated that the applicants said it would be feasible to limit access between the hours of 10:00 p.m. to 7:00 a.m. to limit night-time noise and activity. He stated that as one of the staff's recommended conditions, there was a condition prohibiting requiring that all lights be directed downwards, so there was no light pollution outside the property. He stated that another staff condition that the applicant consented was for there to be a 75-foot vegetated buffer, in addition to the buffer that already exists on the adjacent properties. A total of 100-foot buffer.

County Attorney Dennis Davenport stated that it sounded like Mr. Jones was offering a ninth condition. He asked if that was the intent, to add the condition that access would be limited between 10:00 p.m. to 7:00 a.m.

Mr. Jones stated yes.

Vice Chairman Gibbons moved to approve Petition No. 1326-22, Amina Zakaria, Omar Zakaria, Saed Zakaria & Hassan Zakaria, Owners; Nizam Khan, Applicant, Steven Jones, Attorney/Agent request to rezone 13.035 acres from O-I to C-H to develop a truck parking facility property is located in Land Lot(s) 233 of the 5th District, with nine (9) conditions. Commissioner Eric Maxwell seconded.

Commissioner Maxwell asked if the 200-foot dedication for future roadway was on the south border.

Mr. Jones stated that the applicant was referencing the proposed realignment. He stated that he did not believe it was 200-foot. He stated that the revised site plan showed 120-feet.

Commissioner Maxwell asked would taking 100 or 120 feet have an impact on the project if the Board took it.

Mr. Jones stated that they had anticipated the project and welcomed the project. He stated that they believed it would be beneficial.

Commissioner Maxwell asked if the applicant was willing to offer that dedication free of charge as a condition of the rezoning.

Mr. Davenport interrupted and stated that it was one thing to have a condition on a rezoning to improve a substandard road that was in existence. He stated that this was a new project.

Commissioner Maxwell stated that it sounded like a taking to him.

Mr. Davenport stated that it was a taking that would require the County to pay just and adequate compensation, so to have the Petitioner agree otherwise, would be a coercive agreement because the Petitioner wanted the rezoning.

Commissioner Maxwell stated that was why he asked the question because he was not going to ask for 200-feet because it would be a taking.

Mr. Davenport stated that was correct.

Commissioner Maxwell asked about any other properties around the proposed facility.

Mr. Jones stated that they are undeveloped.

Commissioner Maxwell asked when the Fayette Commercial Park was developed.

Mr. Jones stated that he saw a permit for one of the properties from the early 1990s.

Mr. Alexander made comments. (inaudible)

Commissioner Maxwell stated that his concern was that there was a four-lane divided highway, that GDOT would be doing something with. He stated that it was land locked. There was a commercial park to the west and residential properties "sandwiched" in between. He stated that it did not look like the greatest place with those conditions.

Mr. Alexander stated that he understood what Commissioner Maxwell was saying.

Commissioner Maxwell stated that there were no restrictions on what time the Kenwood Industrial Park operated.

Mr. Alexander stated none. He stated that that he was ok with being land locked. He liked that.

Commissioner Maxwell stated that the Planning Commission voted 4-0 and recommended denial. He stated that he thought that was inaccurate. He asked why the Planning Commission member voted against. That member was voting "for" the rezoning. Mr. Jones stated that it was because of the visual appearance on Highway 85. The property owner tried to sell the property for a number of years. The only offer for the property received, requested this rezoning.

Commissioner Rousseau stated that the issue was, for the Board to exacerbate the existing conditions was a risk, if approved. He stated that the residents were co-existing with the industrial park, and he did not want to exacerbate the residents' comfort level in the negative. He stated that he was stuck with the issue of the quality of life for the residents. He stated that he did not know if it was impervious surface, if there was gravel, or if the trees would help with the noise. He stated that he was impressed that the applicant suggested that they may change the hours of being able to have access. He reiterated that he was not in favor of exacerbating and piling on top of the residents' investments, in regard to the comfort of their homes.

Commissioner Oddo asked how the trucks would get to the facility. He stated that he did not see car parking. Mr. Jones explained that the lessee of the vehicle being stored at the facility would park their personal vehicle in the spot where the large vehicle was parked. It is an assigned spot.

Vice Chairman Gibbons moved to approve Petition No. 1326-22, Amina Zakaria, Omar Zakaria, Saed Zakaria & Hassan Zakaria, Owners; Nizam Khan, Applicant, Steven Jones, Attorney/Agent request to rezone 13.035 acres from O-I to C-H to develop a truck parking facility property is located in Land Lot(s) 233 of the 5th District, with nine (9) conditions. Commissioner Eric Maxwell seconded. The motion passed 4-1. Commissioner Charles Rousseau voted in opposition.

County Administrator Steve Rapson left the meeting.

2. Consideration of Petition No. 1328-22; Golden Development Company, LLC, Owners; CK Spacemax, LLC, Applicant; Ellen W. Smith, Attorney, Agent, request to rezone 9.022 acres from A-R to C-H to develop a self-storage facility; property located in Land Lot(s) 137 of the 5th District and fronts on Highway 54 East. This item was tabled at the January 26, 2023 Board of Commissioners meeting.

Mrs. Bell stated that this property was located on SR 54 and was a major thoroughfare and the access was regulated by Georgia Department of Transportation. It was currently a residential use, but vacant. She stated that the applicant was proposing the development of a self-storage facility with both, exterior access units and climate control interior access units. The Comprehensive Plan on the Future Land Use Plan showed that the subject property was in an area designated for low density residential and office uses. This request did not conform to the Comprehensive Plan. The Planning Commission recommended denial. Staff recommended denial to rezone to C-H; however, staff's recommended condition, if approved, was as followed:

1. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plane of the fixture. Fixtures shall be designed or shielded to prevent light trespass on other properties or roads.

Attorney Ellen Smith of Parker Poe Adams and Bernstein LLP presented Petition No. 1328-22 to the Board. She stated that self-storage was a rapid growing sector and the applicant had developed a strategic disciplined approach to selection of sites, design, development and management of best-in-class self-storage facilities across the southeast, including two in Fayette County, currently under construction. She stated that in 2021, the Board adopted changes to the codes to allow for additional design standards with respect to self-storage facilities. She stated that came about by the applicants working with Pete Frisina. This property was about nine acres. There was a house on the property, but it was not occupied. The property fronts on Highway 54, directly across from McCurry Park and the Water System [Public Works Department]. The adjacent and nearby properties are zoned M-1 and C-C, despite the fact that this property was zoned A-R and was within the state route overlay, low density residential designation of the Comprehensive Plan and Future Land Use Plan. She stated that the applicant agreed to the condition; although, there are no residents adjacent to or around the property. She stated that the site plan showed a multi-storage building that was closest to the street, that was farthest away from the residentially zoned property and closest to the

adjacent commercially zoned property. She continued that there were several single-story buildings proposed. She stated that the Planning Commission recommended denial because the project did not meet the Comprehensive Plan. She stated that she respected that, but at the same time, the Comprehensive Plan and Future Land Use Plan are “purely guiding policies”. She stated that in addition to this, the adjacent property to the south was designated as “plan small business center, special development district”. She stated that district was intended to promote a mix of office, service light industrial and limited small scale commercial uses. She continued that this proposed self-storage facility provided a step down between that property and the residential property to the north. She stated that if approved, staff proposed another condition that was a 100-foot buffer along the northern property line.

Mrs. Bell stated that condition was removed.

Ms. Smith stated that they were going to ask to have it removed. She stated that facility would service the Fayette County citizens to the south of the county where there was not a saturation of self-storage facilities.

Carrie Guthrie, Listing Agent, stated she was in favor of this petition.

No one spoke in opposition.

Mr. Davenport stated that there was something brought to his attention, and he wanted to be sure it was addressed appropriately. He stated that having a structure on the property was a red flag. He stated that he knew that the intent was to tear it down, but the County had to allow for the contingency that if the project did not go forward after the rezoning, what would happen with the house. He asked if there was a timeframe for the development of the facility.

Chris Poholea of Childress Klein stated that there was no intention to delay development.

Mr. Davenport stated that if there was a condition that the structure would be raised within 90-days would that be acceptable.

Mr. Poholea stated yes.

Ms. Smith asked for clarification. Was it 90-days from the time of acquiring the property?

Mr. Davenport stated that he would say to move it out to 180-days from the date of rezoning.

The Petitioner agreed.

Commissioner Maxwell moved to approve Petition No. 1328-22; Golden Development Company, LLC, Owners; CK Spacemax, LLC, Applicant; Ellen W. Smith, Attorney, Agent, request to rezone 9.022 acres from A-R to C-H to develop a self-storage facility; property located in Land Lot(s) 137 of the 5th District and fronts on Highway 54 East, with two (2) conditions. Vice Chairman Gibbons seconded.

Commissioner Oddo stated that this use was similar to O-I use. He stated that when it was rezoned and the Land Use Plan was created, the self-storage facilities were not the most beautiful. He stated that there had been vast improvements on the design self-storage facilities. He stated that from Commercial to O-I seemed like a transitional piece that would require that the Land Use Plan be adjusted, if approved. He stated that the Board needed to bear that in mind.

Commissioner Rousseau stated that the County received input from Planning Commission, staff and residents when doing the Comprehensive Plan and to have applicants request to have that changed was part of everyday business. However, he was concerned that when residents participate in the process to say what they would like to see long-term, in the mist of a revision, was concerning. He stated that he did not want to get in the position of “slapping our residents and Planning Commission in the face” when making this type of change, at this level. He stated that they [the Board] all agree to accept the Comprehensive Plan and the modifications, and to go around the Planning Commission based on someone’s request was concerning. He stated that

when residents give that type of energy and time, he was very mindful of that, and he wanted to be careful and respectful of that. He stated that he was not sure if the requester lived in the county and while this was an investment, the Board had a responsibility to protect the investment of the people who lived in the County.

Commissioner Maxwell stated that he believed Highway 54 was four lanes. He stated that he knew that the City of Fayetteville looked at the tract, east of the property to have it rezoned residential and there were certain problems with that. He stated that there was a large tract and not a single house.

Ms. Smith stated that the closest house was not occupied.

Commissioner Maxwell stated that this was not a rezoning that would put a commercial establishment against residential. He stated that this was a commercial establishment where commercial establishments already exist. He stated that this was not the spot where the Board was making a mistake of putting commercial. He stated that this was a no brainer decision.

Commissioner Maxwell moved to approve Petition No. 1328-22; Golden Development Company, LLC, Owners; CK Spacemax, LLC, Applicant; Ellen W. Smith, Attorney, Agent, request to rezone 9.022 acres from A-R to C-H to develop a self-storage facility; property located in Land Lot(s) 137 of the 5th District and fronts on Highway 54 East, with two (2) conditions. Vice Chairman Gibbons seconded. The motion passed 4-1. Commissioner Rousseau voted in opposition.

Commissioner Oddo stated that the Board should direct staff to “clean-up” the Land Use Plan.

Mr. Davenport clarified that since this rezoning conflicted with the Land Use Plan, the Board should direct staff to amend the Land Use Plan in respect to this parcel to be consistent with the zoning.

There was no objection from the Board to have staff move forward with the amendments.

3. Consideration of amendments to the Land Use Element and Future Land Use Plan Map of the Fayette County Comprehensive Plan for the Starr’s Mill Historic Overlay at SR 74, SR 85 and Padgett Road intersection.

Planning and Zoning Director Deborah Bell presented this item to the Board. She stated that staff recommended amending the Land Use Plan to change the L-C-1 designation for the areas immediately adjacent to the intersection of SR 85 and SR 74 and Padgett Road. The current existing Land Use Plan, on three sides of the intersection was L-C-1. There have been some rezonings on the northwest side, the southside and northside of the intersection. The area on the northwest was rezoned to C-C and consist of five parcels and on the southside, a 12-acre parcel was rezoned to L-C-2. Mrs. Bell stated that staff recommended amendments in the area to change the northwest corner to Commercial and on the southside, the parcel was rezoned to L-C-2. Staff recommended that the Land Use Plan mirror that and be zoned to Limited Commercial 2.

No one spoke in favor or in opposition of this item.

Vice Chairman Gibbons moved to approve the amendments to the Land Use Element and Future Land Use Plan Map of the Fayette County Comprehensive Plan for the Starr’s Mill Historic Overlay at SR 74, SR 85 and Padgett Road intersection. Commissioner Oddo seconded. The motion passed 5-0.

4. Consideration of amendments to the Land Use Element and Future Land Use Plan Map of the Fayette County Comprehensive Plan at the intersection of S. Sandy Creek and SR 54 W.

Mrs. Bell stated that this area was currently designated as Office. Staff recommended to amend this to Commercial to bring it in alignment with a recent rezoning. She stated that the current zoning was rezoned to C-C. Three parcels were rezoned to C-C and the Land Use Plan was Office. The recommendation was to change that to Commercial for only the three parcels that were rezoned.

No one spoke in favor or opposition of this item.

Vice Chairman Gibbons moved to approve the amendments to the Land Use Element and Future Land Use Plan Map of the Fayette County Comprehensive Plan at the intersection of S. Sandy Creek and SR 54 W. Commissioner Maxwell seconded. The motion passed 5-0.

- 5. Consideration of Resolution 2023-02 to transmit the Fayette County 2022 Annual Report on Fire Services Impact Fees (FY2022), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2023-FY2027) to Atlanta Regional Commission (ARC) for review by Georgia Department of Community Affairs (DCA).**

Planning and Zoning Director Deborah Bell presented this item to the Board. She stated that this was the annual update that the County, the Towns of Brooks, Tyrone and Woolsey, jointly send to Department of Community Affairs (DCA) to demonstrate that impact fees are being managed and spent approximately and that we are accomplishing key task outlined in the Comprehensive Plan. She stated that the report will be sent to DCA for review and staff would recommend approval or amendments based on DCA's review. She stated that staff would present the resolution for approval to the Board at a future meeting.

No one spoke in favor or opposition of this item.

Vice Chairman Gibbons moved to approve Resolution 2023-02 to transmit the Fayette County 2022 Annual Report on Fire Services Impact Fees (FY2022), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2023-FY2027) to Atlanta Regional Commission (ARC) for review by Georgia Department of Community Affairs (DCA). Commissioner Oddo seconded. The motion passed 5-0.

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

The following made comments during public comments: Kindel Brodigan, Mark Alexander, Keith Larson, Gary Austin, Jennifer Ketz, Joseph Harris, Caitlin Storc, and Isaac Logan. Comments were in opposition to Alternative 1 (ALT 1) as the preferred realignment design for the State Route 279 Realignment Project. Commenters expressed concerns regarding the potential of losing their property, loss of quality of life, concerns regarding project costs and traffic safety. Other comments were in reference to road improvements and traffic safety concerns in relation to four subdivisions: Providence, Northridge, Dix Leon, and County Lake between Highway 138 and State Route 314.

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda. Vice Chairman Gibbons seconded. The motion passed 5-0.

- 6. Approval of staff's recommended Mid-Year Budget Adjustments to the fiscal year 2023 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.**
- 7. Approval of request to designate vehicle Asset #10849 (Fleet # 23112) instead of Asset #10845 (Fleet #23120) as surplus and authorize auctioning this unit.**
- 8. Approval of the February 9, 2023 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

9. Request to approve Alternative 1 (ALT 1) or Alternative 2 (ALT 2) as the preferred realignment for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD). This item was tabled at the January 26, 2023 Board of Commissioners meeting.

Transportation Engineer Paola Kimbell presented this item to the Board. Ms. Kimbell stated that the project area for the 279-realignment project was at the northeast part of the county, on State Route 85 from Corinth Road to State Route 279. In highlighting the prepared PowerPoint presentation, Ms. Kimbell stated that State Route 279 /Corinth Road was the original alignment proposed from the 2019 corridor studies. She stated that the project had reached several of the projected milestones and was currently at the point where the Board of Commissioners made the selection of the preferred alternative. Ms. Kimbell stated once an alternative was selected it would take about a year to have an approved Concept Report. She stated that in November of 2022, the County hosted several public engagement opportunities where citizens and residents received information about the two alternatives of the 279-alignment project. From those events, feedback and input was received and it was noticed that citizens were split 50/50 between the two alternatives. She also noted that from the feedback received, the biggest concern was intersection improvements.

Angela Snyder with Practical Design Partners stated that Alternative 1 looked similar to the 2019 version of the State Route 279 realignment project. She stated that there were some improvements made to alternative 1, however the overall premise of this project was to realign State Route 279 to connect to Corinth Road with a new signal slightly north of the existing signalized intersection, providing a connection to Carnes Road and installs R-Cut intersections at Darnels Tomatoes and Plantation Drive. She continued that Alternative 2 provided those same improvements without the relocation along Butler Road for State Route 279. In reviewing comparisons of Alternative 1 vs Alternative 2, she stated that they looked at operational benefits, safety benefits, multimodal benefits along with other considerations which included property impacts, deliverability, and costs. In addressing some of the public comments related to the traffic forecasting, Ms. Snyder stated that the traffic forecasting was developed based on a federal process outlined by the Georgia Department of Transportation (GDOT). The traffic forecasting took into account the travel demand model by the Atlanta Regional Commission which considered future development, traffic volume, growth potential, etc. Ms. Snyder stated that from that analysis the level of service was developed. The Level of Service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions. She stated that the Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of Service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay. Ms. Snyder stated that levels A through C are typically acceptable and for this corridor a D was also acceptable based on federal highway guidelines. She continued that this project for existing conditions as well as the build year of 2027 and design year of 2047 would meet the acceptable LOS C. As a point of clarification, she stated that the operations of the mainlines of State Route 279, State Route 85, and Corinth Road do not experience any deficient LOS, it was primarily side roads and driveways that experience deficient LOS. In outlining the operational benefits between Alternative 1 and Alternative 2, Ms. Snyder stated that the primary difference was that Alternative 1 would operate more effectively and provide through movement from Corinth Road to SR 279, with no turns. She stated that Alternative 2 would add dual left turn lanes from State Route 85 NB to State Route 279 as well as the required dual receiving lanes. This would provide additional distance than was required for the merge down to one lane prior to the intersection with State Route 279 and Old Road. Both designs would increase turning radii from Old Road to State Route 279 to 75-ft to better accommodate trucks and add left turn lanes from Old Road onto State Route 279. In reviewing the safety benefits, Ms. Snyder stated that the primary difference was that Alternative 1 would reduce turns to/from State Route 85 for those traveling Corinth Road and State Route 279. She also noted that they received a good amount of feedback regarding safety concerns at Carnegie Place. As a result, they would incorporate additional safety and operational features into the SR 85/SR 279/Carnegie intersection. These improvements would add a right turn lane from Carnegie Place onto State Route 85 NB; and adjusts the signal phasing and timing to improve safety and operations for drivers entering and exiting Carnegie Place in order to provide dedicated through and left turn. Ms. Snyder reiterated that Alternative 1 would align State Route 279 across from Corinth Road thereby eliminating the weaving movements along SR 85 for those traveling from Corinth Road to SR 279. This was not a safety benefit of Alternative 2. She noted that alternatives would benefit from an improved curve along Corinth Road to meet 45 mph design speed. She also stated that there were additional multimodal benefits which included upgrades or the addition of pedestrian crosswalks at applicable intersections, provide multiuse paths or sidewalks across limits of project, connecting Corinth Road to SR 279 near the Kenwood area. Alternative 2 design would extend curb & gutter with sidewalks/paths along SR 85 south to

Corinth Road. In conclusion, Ms. Snyder stated that other considerations reviewed in comparing the two designs were that Alternative 1 would construct or reconstructs 2.6 miles of roadway, impacted about 80 parcels, displaced at least five residents, and costs more than \$25M. This option had very low benefit cost ratio and may not meet federal funding requirements. Alternative 2 would construct or reconstruct 1.8 miles of roadway, impacted 22 parcels, displaced no residents, costs less than \$17M, and this option had a higher benefit cost ratio and would meet federal funding requirements. She noted that the project cost had increased due to some additions made to the project since the initial scoping phase; also due to inflation cost increasing.

Ms. Kimball stated that from the Transportation Committee, two members was in support of Alternative 1, but five members supported Alternative 2. She stated that members expressed their concern regarding missing an opportunity if Alternative 1 was not pursued now with the increased safety benefits. She concluded that the project team unanimously supported Alternative 2 because it had a comparable safety and operational benefits, but at a lower cost and fewer property impacts.

Chairman Hearn stated in response to several of the public comments regarding the citizens that would be directly affected by this project specifically those that were at risk for displacement. He stated that he did listen to their comments and noted that he had been involved in displacements in the past and it was a very difficult process and very hard decision to make, one that he did not take lightly. Chairman Hearn stated that what stood out to him the most was that Alternative 2 provided almost the same level of service as Alternative 1, at a cheaper cost saving of at least \$8M and no displacement of residents. He stated that understanding any road project, there would always be hard decisions and negative impacts. The goal was to try to minimize that negative impact. Chairman Hearn relayed a personal experience he had as a child. He stated that his family lost land due to a city water reservoir project, so he was aware of the effects of major decisions like these personally. He stated that the Board did care about the residents and wanted to make a good decision for Fayette County. He stated that he would support Alternative 2, and felt it was the option with the best benefit ratio. Chairman Hearn also stated that regardless of the decision made today, the Board could decide to make additional improvements to the area in the future.

Commissioner Rousseau moved to approve Alternate 2 as the preferred realignment for the SR 279 Realignment Project – GDOT PI 0017813 (17TAD). Vice Chairman Gibbons seconded.

Commissioner Oddo asked if construction would start in 2027 for either alternative.
Ms. Kimball stated that was correct.

Commissioner Oddo asked when they would be complete.
Ms. Snyder made comments, but comments were inaudible.

Commissioner Oddo stated that he had concerns regarding the future East Fayetteville Bypass, and if traffic volume for that had been considered when developing these two alternatives.
Ms. Kimball stated that the potential East Fayetteville Bypass traffic analysis had been considered in the development of both alternatives.

Commissioner Oddo asked what were the requirements that Alternative 1 would not meet, based on information from the presentation which stated that Alternative 1 may not meet federal funding requirements.
Ms. Snyder stated that as part of the federal application process, there were environmental documentations that needed to be filed which would ask about project alternatives. If Alternative 1 was selected, then Alternative 2 would be a prudent and feasible option. As a result, this would raise additional questions by the Federal Highway Administration and would require the County to justify this selection. That justification may not be approved.

Commissioner Oddo asked why the traffic study only analyzed through 2047.
Ms. Snyder state that it was the national and industry standard to conduct analysis for the next 20 years.

Commissioner Oddo stated that where would the sidewalks in Alternative 2 be placed in relation to State Route 85.
Ms. Kimball stated that there would be "curb and gutter" and the sidewalk would be placed 5-ft from the road.

Ms. Snyder stated that these types of details would be determined during the next phase of the project. As of now, in the proposed design on State Route 85, curb and gutter would be added with a buffer then the sidewalk.

Commissioner Oddo suggested having the sidewalk placed further back maybe to 8-ft from the road.

Ms. Snyder reiterated that these types of details would be determined during the next phase of the project. She also noted that assumptively the goal was to stay within the existing right-of-way, doing so would limit the sidewalk placement. She stated that they would consider providing as much buffer as possible.

Commissioner Oddo stated that he liked the layout of Alternative 1 and hoped that at some point in the future that could be done. He asked if there was sufficient funding for either or both alternative.

Ms. Kimball stated that the County had local match closer to what was needed for Alternative 2, for Alternative 1 local match additional funding sources may need to be considered.

Commissioner Rousseau stated although Alternative 1, in the grand scheme of the County would be doable, he was more comfortable with Alternative 2. He also stated that Alternative 1 would have an immediate negative impact on several residents who lived in the area, as a result he was in support of Alternative 2. He thanked the team for their hard work as well as to residents who garnered their input and feedback about this project.

Commissioner Maxwell stated that he was on the Board years ago doing the Veterans Parkway project and the decision to take a property was made. He stated that was the hardest decision he had to make as a commissioner. Like that project, this 279-realignment project, was an arduous project and the discussion and decisions involved have been equally as difficult to make. He stated that it was his goal not to take any home and from comments made he felt like the Board agreed with that. Commissioner Maxwell stated that he wanted to develop a safe and operationally sound intersection and unfortunately this was a complex project considering the lay of the land, cemeteries, commercial businesses, and residential homes configuring the best road design was difficult. He stated that he felt Alternative 2 was the best option.

Commissioner Rousseau moved to approve Alternate 2 as the preferred realignment for the SR 279 Realignment Project – GDOT PI 0017813 (17TAD). Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed at 7:24 p.m.

The Board reconvened at 7:31 p.m.

NEW BUSINESS:

10. Request to approve Task Order #3 to develop a Concept Report and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD) for a not-to-exceed amount of \$479,053.92.

Transportation Engineer Paola Kimbell stated that this item was seeking approval of Task Order #3 to develop a Concept Report and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD) for a not-to-exceed amount of \$479,053.92.

Commissioner Rousseau moved to approve Task Order #3 to develop a Concept Report and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD) for a not-to-exceed amount of \$479,053.92. Vice Chairman Gibbons seconded. The motion passed 5-0.

11. Discussion of amendments to the Zoning Ordinance: Sec. 110-3, Definitions; Sec. 110-79.-Residential Accessory Structures; 110-173.-General State Route Overlay.

Planning and Zoning Director Deborah Bell stated that staff wanted to discuss architectural standards as it related to residential accessory structures with the Board. She stated that her office had received several applications from residents who wanted to build various accessory structures i.e., shops, barns, and garden sheds. She continued stating that in the ordinance currently there was a requirement that residential accessory structures must have an exterior material that had a horizontal finish. Ms. Bell stated that she was unsure why that requirement was established. She stated that staff presented this item before the Planning Commission, and they recommended removing this requirement. She provided a brief overview of examples of various accessory structures with both horizontal and vertical finishes. She concluded stating that in her opinion the requirement for vertical siding does not necessarily improve the esthetic of the accessory structures. Ms. Bell asked for Board direction on drafting an amendment if that was the desire of the Board.

Chairman Hearn reiterated Ms. Bells comments stating that he was asked by a resident why this requirement was in place. He stated that he felt this requirement was causing framing issues for applicants that were unnecessary and that the Board probably did not need to be involved in.

Chairman Hearn moved to approve amendments to the Zoning Ordinance: Sec. 110-3, Definitions; Sec. 110-79.-Residential Accessory Structures; 110-173.-General State Route Overlay. Commissioner Oddo seconded.

Commissioner Oddo asked if this amendment would affect only the AR zoning or would it be a countywide amendment.

Ms. Bell stated that this would be countywide.

Commissioner Oddo asked if there was a lot size requirement before an accessory structure could be added to a property.

Ms. Bell stated, "Yes". For parcels 3 acres or less there could be two accessory structures with a total footprint of 1800 sq. ft. Parcels greater than 3 acres could have up to three accessory structures with a total footprint of 3600 sq. ft. Ms. Bell stated that agricultural building and well houses were exempt from this requirement.

Commissioner Oddo asked if changed, would a resident be allowed to place diagonal siding on their accessory structures.

Ms. Bell stated, "Yes", but the amendments were at the Boards discretion. If the Board would like to add various parameters to the amendments, they could do so. She continued stating that she felt that the Planning Commission's felt that if a home was in a subdivision, then the Homeowners Association (HOA) covenants or guidelines would prevail.

Commissioner Rousseau stated that there were two types of HOA communities 1.an HOA that was defunct and struggling to maintain community standards; and 2. an HOA that was well maintained, operating proficiently within its restrictive covenants and by-laws. So, if approved citizens in a struggling HOA community would be left in the lurch. Commissioner Rousseau expressed his hesitation because he was aware of the state of some HOA communities throughout the county.

Chairman Hearn moved to approve amendments to the Zoning Ordinance: Sec. 110-3, Definitions; Sec. 110-79.-Residential Accessory Structures; 110-173.-General State Route Overlay. Commissioner Oddo seconded. The motion passed 4-1. Commissioner Rousseau voted in opposition.

12. Consideration of an Acknowledgment of Disclosure and Confirmation of Informed Consent regarding Design and Resurfacing of Certain Roads.

County Attorney Dennis Davenport stated that whenever the Town of Tyrone and Fayette County contract together, since his firm represented both entities, the Board was informed that both are represented and there was a potential for conflict, although he did not see the conflict. He stated that the Board was welcomed to bring in another law firm, if preferred; otherwise, he was requesting the Board's consent to waive the potential conflict.

Commissioner Oddo moved to approve an Acknowledgement of Disclosure and Confirmation of Informed Consent regarding Design and Resurfacing of Certain Roads. Vice Chairman Gibbons seconded. The motion passed 5-0.

13. Request to approve Road Resurfacing Intergovernmental Agreement with the cities/town of Fayetteville, Peachtree City, and Tyrone for federal-aid SPLOST project 21TAC FY2022 Fayette County Resurfacing Program (GDOT PI 0017812).

Ms. Kimball stated that this item was seeking approval of Road Resurfacing Intergovernmental Agreement with the cities/town of Fayetteville, Peachtree City, and Tyrone for FY2022 Fayette County Resurfacing Program this project would be funded with 2017 SPLOST.

Vice Chairman Gibbons moved to approve Road Resurfacing Intergovernmental Agreement with the cities/town of Fayetteville, Peachtree City, and Tyrone for federal-aid SPLOST project 21TAC FY2022 Fayette County Resurfacing Program (GDOT PI 0017812). Commissioner Rousseau seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

A. Contract #2119-A: Lake Kedron Intake House Repairs; Change Order 2: Repairs to Interior Valve Assembly

Water System Director Vanessa Tigert stated that the Water System had been conducting considerable maintenance on the Lake Kedron pumphouse and this was Change Order 2 for repairs to the interior valve assembly.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items of consideration for Executive Session. one item involving threatened litigation and the review of the Executive Session Minutes for February 9, 2023.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau stated that he appreciated the work that the Board did for the greater good of the residents and Fayette County community.

EXECUTIVE SESSION:

One item of threatened litigations and the review of the Executive Session minutes for February 9, 2023. Commissioner Rousseau moved to go into Executive Session. Commissioner Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:48 p.m. and returned to Official Session at 8:19 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

Approval of the January 26, 2023 Executive Session Minutes: Commissioner Oddo moved to approve February 9, 2023 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the February 23, 2023 Board of Commissioners meeting. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

The February 23, 2023 Board of Commissioners meeting adjourned at 8:19 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9th day of March 2023. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Page 108 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. This item was tabled at the January 23, 2023 Board of Commissioners meeting.

Background/History/Details:

In August 2022, staff was contacted by Chief Moon from Peachtree City Police Department that the City of Peachtree City Council tasked her and other staff to draft an ordinance restricting tethering of dogs. Fayette Staff was involved during the development of the change to Peachtree City's ordinance, since Animal Control enforces the ordinances in Peachtree City, City of Fayetteville, Towns of Tyrone and Brooks and Woolsey.

In October 2022, Peachtree City Council approved a change to their restraint of animal ordinance, which included tethering.

The Board voted at the January 23, 2023 Board of Commissioners meeting, to table this item and to have staff contact the City of Fayetteville and Town of Tyrone for input on changing the ordinance. Staff spoke with Fayetteville's City Manager and Tyrone's Town Manager, both indicated that they would be interested in a change and would use the proposed ordinance as written.

In an effort to make this process consistent in all municipalities, staff recommends that the ordinance that prohibits tethering in Fayette County be enacted as proposed.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Fayette County Animal Control provides service delivery for all municipalities/towns in the county.

COUNTY AGENDA REQUEST

Page 109 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction.

Background/History/Details:

In August 2022, staff was contacted by Chief Moon from Peachtree City Police Department that the City of Peachtree City Council tasked her and other staff to draft an ordinance restricting tethering of dogs.

Fayette Staff was involved during the development of the change to Peachtree City's ordinance, since Animal Control enforces the ordinances in Peachtree City, City of Fayetteville, Towns of Tyrone and Brooks and Woolsey.

In October 2022, Peachtree City Council approved a change to their restraint of animal ordinance, which included tethering.

In an effort to make this process consistent in all municipalities, staff recommends that an ordinance that prohibits tethering in Fayette County be enacted.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2023-01 to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Sec. 6-19. Definitions.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake entirely, or to neglect, or refuse to provide, or perform the legal obligations for care and support of an animal by its owner, or his/her agent. This definition shall also apply to leaving or relinquishing an owned animal at or to the animal shelter by giving false information about the identity of ownership.

Abandoned animal means any domesticated animal that has been placed upon public property, within a public building, or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property, and is unattended or uncared for. Any domesticated animal shall also be considered abandoned when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where such animal may be found or kept. Any domesticated animal shall also be considered abandoned when left at or relinquished to the shelter by its owner or his/her agent.

Animal means every living vertebrate except human beings.

Animal at large means an animal not under restraint and off of the property of its owner.

Animal shelter means the facility designated by the board of commissioners for the detention of animals.

Animal shelter officer means any person so designated by the animal shelter director to perform the duties prescribed by this article.

Animal under restraint means any animal secured by a leash or lead; or enclosed by way of fence or other enclosure; or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or the animal confined within a vehicle, parked or in motion.

Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to this article.

Companion animal or pet means a domesticated animal kept for pleasure rather than utility. Pets include, but are not limited to, birds, cats, dogs, rabbits, hamsters, horses, mice, reptiles, exotic animals, and other animals associated with man's environment.

Dangerous dog means any dog that:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Director means the animal shelter director.

Domesticated animals means animals that are accustomed to living in or about the habitation of men, including but not limited to cats, cows, dogs, fowl, horses, rabbits, goats, swine, domesticated wild animals and/or exotic animals. (This definition only applies to those animals mentioned herein and is only applicable to this article

and in no way affects the meaning or application of a definition of the described animal, as may be found in any other county ordinance.)

Estrus means a regular period for female dogs and cats in which the animal seeks to mate or breed.

Guard dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

Microchip implant means an identifying integrated circuit placed under the skin of an animal for purposes of identification.

Owner means any natural person or any legal entity including, but not limited to, a corporation, partnership, firm or trust owning, possessing, harboring, keeping, or having custody or control of an animal or fowl within this state. An animal shall be deemed to be harbored if it is fed and/or sheltered for seven days or more. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. Owners include, but are not limited to, operators or managers of stables, kennels, pet shops or other animal care establishments. The current registered person on a microchip implant or rabies or identification tag shall also be considered an "owner".

Public nuisance means any animal which:

- (1) Is found at large in violation of section 6-22, section 6-23 or section 6-24.
- (2) Is vicious.
- (3) Produces, because of quantity, manner or method in which the animals are domesticated or maintained, unsanitary conditions in the county.
- (4) Attacks passersby or passing vehicles.
- (5) Is inimical to the public health, welfare, or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated herein and made a part hereof as if fully set out in this article.

Such nuisance is hereby declared to be a public nuisance and any person that knowingly keeps, owns, harbors, or acts as custodian of an animal constituting such nuisance shall be guilty of an unlawful act and shall be punishable as hereinafter provided.

Serious injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Tethering means using a rope, strap, chain or cord to fasten, tie or restrain an animal to a fixed or stationary single point in order to keep the animal within a certain area for a continuous time period.

Unsanitary conditions means an animal living space, including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including, but not limited to:

- (1) Excessive animal waste;
- (2) Garbage, trash or an outflow of waste;
- (3) Standing water or mud;
- (4) Rancid/contaminated food or water;
- (5) Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;

- (6) Decaying materials;
- (7) Uncontrolled parasite or rodent infestation; or
- (8) Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.

Veterinarian means any person who holds a license to practice the profession of veterinary medicine as defined by Georgia law.

Vicious animal means any animal which constitutes a physical threat to human beings or other domesticated animals by virtue of one or more attacks of such severity as to cause property damage or physical injury. An animal shall also be considered vicious and not under restraint if it makes an unprovoked attack on other domesticated animals that are under restraint or on human beings or on physical property of another.

Vicious dog means any dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

- (b) No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's duties. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia Annotated.

(Ord. No. 2014-17, § 1, 10-23-2014; Ord. 2016-17, §§ 1—3, 8-25-2016)

State law reference(s)—Definitions relating to animals, O.C.G.A. § 4-1-1; definition relating to livestock running at large or straying, O.C.G.A. § 4-3-2; definitions relating to animal protection, O.C.G.A. § 4-11-2.

Sec. 6-23. Restraint of animals—While on property.

- (a) It shall be the duty of every owner of any animal to keep the animal under control at all times while the animal is on the real property of the owner. For purposes of this section, an animal is deemed under control when it is confined by way of fence or other enclosure, restrained by substantial chain or leash, restrained in some other physical manner by a competent person, or is under the control of a competent person who is present with the animal, so that the animal does not wander off the real, leased, rented, or occupied property of the owner while unattended.

(b) Tethering.

- (1) No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal to a single point, tree, fence, post, doghouse, or other stationary object except as set forth in subparagraph (b)(2) and (b)(3) below.
- (2) Cable trolley system. No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal, except by a cable trolley system that meets the following requirements:
 - a. The system must allow movement of the animal;
 - b. The cable along which the trolley tethering device can move must have swivels installed at each end and be attached to stationary objects that cannot be moved by the animal;
 - c. The length of the cable along which the trolley tethering device can move must be at least ten feet long;
 - d. The cable along which the trolley tethering device can move must be a minimum of four feet high and a maximum of seven feet high;

- e. Tethers and cables attaching the animal to the running cable line trolley tethering device must be made of a substance which cannot be chewed by the animal, must not weigh more than five percent of the body weight of the animal tethered and must have swivels at both ends;
- f. The tethering line attached to the animal's collar or harness must be of such length that the animal is able to move ten feet away from the cable perpendicularly but:
 - 1. Must maintain a sufficient distance from any other object to prohibit the tangling of the cable;
 - 2. Must maintain a sufficient distance from any object or edge that could result in injury or strangulation of the animal; and
 - 3. Must maintain a sufficient distance from any fence as to prohibit the animal access to the fence and to ensure the animal cannot move beyond the property limits of the owner;
- g. The tethering line attached to the animal's collar or harness must be of such length to allow access to food, water and shelter;
- h. The tethering line must not be directly wrapped around the animal's neck, but must instead be attached with a swiveling clasp to a properly fitted harness or collar which allows at least two fingers between the collar and the animal's throat; choke collars and pinch collars are prohibited for the purposes of tethering and attaching an animal to a running cable or trolley system;
- i. The area must be sufficient in size so as to allow the animal the ability to defecate or urinate in an area separate from the area where it must eat, drink or lie down;
- j. Only one animal may be attached to the cable trolley system at a time;
- k. Unsterilized females may not be attached to a cable trolley system unless immediately supervised by a responsible and competent person; and
- l. No animal may be attached to such a cable trolley system for more than four hours nor from 10:00 p.m. until 6:00 a.m., and the owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(3) Exemptions. The following animals are exempt from the requirements contained herein:

- a. Animals that are in immediate attention of a responsible and competent person while still on their property and cannot come within 10 feet of any street, multi-use path or sidewalk.
- b. Animals that are under the physical control of a professional who, for compensation, trains, conditions, shows, grooms or provides medical attention.

- (~~bc~~) In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way that they not only cannot get out to run at-large, but also cannot be reached by other dogs or cats. Any female dog, while in estrus, must be confined within an enclosure which can reasonably be expected to keep away or keep out, and not attract, male dogs.
- (~~ed~~) For purposes of this section, a competent person is one of sufficient physical and mental capacity, at the time the animal is in need of restraint, to restrain the animal.
- (~~de~~) For purposes of this section, present shall mean that both owner and animal are physically present within the geographic confines of the owner's property.

(Ord. No. 2014-17, § 1, 10-23-2014)

State law reference(s)—Requirements for possessing dangerous or potentially dangerous dog, O.C.G.A. § 4-8-28 et seq.

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2023-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO ESTABLISH PROVISIONS PERTAINING TO TETHERING OF ANIMALS; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO “KEEPING ANIMALS; ANIMAL SHELTER” (ARTICLE II OF CHAPTER 6), BE AMENDED AS FOLLOWS:

Section 1. By adding a definition of “Tethering” to Subsection (a) of Section 6-19, pertaining to “Definitions”, of Article II of Chapter 6, to be read as follows:

Tethering means using a rope, strap, chain or cord to fasten, tie or restrain an animal to a fixed or stationary single point in order to keep the animal within a certain area for a continuous time period.

Section 2. By renumbering Subsections (b) through (d) of Section 6-23, pertaining to “Restraint of animals—While on property”, of Article II of Chapter 6, as

Subsections (c) through (e), respectively, and by inserting a new Subsection (b) in Section 6-23 of Article II of Chapter 6, to be numbered and read as follows:

(b) *Tethering.*

- (1) No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal to a single point, tree, fence, post, doghouse, or other stationary object except as set forth in subparagraph (b)(2) and (b)(3) below.
- (2) *Cable trolley system.* No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal, except by a cable trolley system that meets the following requirements:
 - a. The system must allow movement of the animal;
 - b. The cable along which the trolley tethering device can move must have swivels installed at each end and be attached to stationary objects that cannot be moved by the animal;
 - c. The length of the cable along which the trolley tethering device can move must be at least ten feet long;
 - d. The cable along which the trolley tethering device can move must be a minimum of four feet high and a maximum of seven feet high;
 - e. Tethers and cables attaching the animal to the running cable line trolley tethering device must be made of a substance which cannot be chewed by the animal, must not weigh more than five percent of the body weight of the animal tethered and must have swivels at

- both ends;
- f. The tethering line attached to the animal's collar or harness must be of such length that the animal is able to move ten feet away from the cable perpendicularly but:
 - 1. Must maintain a sufficient distance from any other object to prohibit the tangling of the cable;
 - 2. Must maintain a sufficient distance from any object or edge that could result in injury or strangulation of the animal; and
 - 3. Must maintain a sufficient distance from any fence as to prohibit the animal access to the fence and to ensure the animal cannot move beyond the property limits of the owner;
 - g. The tethering line attached to the animal's collar or harness must be of such length to allow access to food, water and shelter;
 - h. The tethering line must not be directly wrapped around the animal's neck, but must instead be attached with a swiveling clasp to a properly fitted harness or collar which allows at least two fingers between the collar and the animal's throat; choke collars and pinch collars are prohibited for the purposes of tethering and attaching an animal to a running cable or trolley system;
 - i. The area must be sufficient in size so as to allow the animal the

ability to defecate or urinate in an area separate from the area where it must eat, drink or lie down;

- j. Only one animal may be attached to the cable trolley system at a time;
- k. Unsterilized females may not be attached to a cable trolley system unless immediately supervised by a responsible and competent person; and
- l. No animal may be attached to such a cable trolley system for more than four hours nor from 10:00 p.m. until 6:00 a.m., and the owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(3) *Exemptions.* The following animals are exempt from the requirements contained herein:

- a. Animals that are in immediate attention of a responsible and competent person while still on their property and cannot come within 10 feet of any street, multi-use path or sidewalk; and
- b. Animals that are under the physical control of a professional who, for compensation, trains, conditions, shows, grooms or provides medical attention.

Section 3. This ordinance shall become effective immediately upon its adoption by the

Board of Commissioners of Fayette County.

Section 4. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2023.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 121 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award engineering and design services for Contract #2036-Q to EXP U.S. Services, Inc. (EXP) for the design and engineering of approximately 12.4 miles of road resurfacing and approval of Task Order #1 for a Not to Exceed (NTE) value of \$223,635.22.

Background/History/Details:

This resurfacing project is a result of a joint application submitted to the Atlanta Regional Commission (ARC) in 2019 on behalf of Fayette County, Fayetteville, Peachtree City, and Tyrone. The original application was for approximately 12.4 miles of roads and had a cost estimate of \$6,962,759. On February 3, 2021, ARC authorized \$224,274 for the Preliminary Engineering phase of the project.

Per Federal Requirements, Fayette County went through a qualifications-based procurement process. The evaluation committee recommended award to EXP U.S. Services, Inc. (EXP). County staff and EXP then developed the first Task Order for the project and negotiated fees, following the GDOT Plan Development Process.

Deliverables include inspection and evaluations for roadway conditions, establishment of roadway design criteria, evaluation of traffic volumes, environmental screening, and development of complete construction plans and detailed cost estimates. The total cost for design is approximately \$223,635.22. Each city/town, however, is responsible for their pro-rata share of the costs based on the centerline miles of the roads located in their jurisdiction as outlined in the Intergovernmental Agreement (IGA).

This project is GDOT PI 0017812, County SPLOST # 21TAC, and ARC # FA-02.

What action are you seeking from the Board of Commissioners?

Approval to award engineering and design services for Contract #2036-Q to EXP U.S. Services, Inc. (EXP) for the design and engineering of approximately 12.4 miles of road resurfacing and approval of Task Order #1 for a Not to Exceed (NTE) value of \$223,635.22.

If this item requires funding, please describe:

Funding for TO 1 is available from the 2017 SPLOST Project 21TAC - FY2022 Fayette County Resurfacing Program. Up to 80% of the costs are eligible for federal aid reimbursement.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**Purchasing Department**

140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: March 9, 2023

Subject: Contract #2036-Q Fayette County Resurfacing FY2022

Capital Improvement Project #21TAC provides funds for resurfacing various county roads. SPLOST funds were budgeted to provide local match for federal joint application submitted to Atlanta Regional Commission in 2019 on behalf of Fayette County, City of Fayetteville and the Town of Tyrone.

The Georgia Department of Transportation (GDOT) requires counties to use a multi-step solicitation process to select an engineering firm:

- Phase I: The county issues a Request for Qualifications (RFQ). All interested parties are invited to submit a Statement of Qualifications (SOQ) if they are pre-qualified through GDOT. The Evaluation Team reviews and scores responding firms' qualifications.
- Phase II: The top scoring firms from Phase I are short-listed and invited to submit a proposal. In this RFQ only four companies submitted, they were all short-listed. The Evaluation Team scores the proposals. Phase I and II scores are added together, and the short-listed firms are ranked.
- This contract is defined as a "multi-phase project specific" type of contract. There is no overall contract maximum price; rather, task orders will be issued, each with its own not-to-exceed or other price, as appropriate. The first task order must be awarded and issued with the contract.
- It is anticipated that additional task orders will be issued. They will have to go through the same scoping meetings, fee negotiations, and award process as the first task order.

The Purchasing Department issued Request for Proposal #2036-Q: Fayette County Resurfacing FY2022 to secure a contractor to resurface various county roads. The Department contacted 957 vendors through the Internet-based Georgia Procurement Registry. Invitations were extended via

the Fayette News, the county website, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23.

Four Companies submitted proposals (Attachment 1).

The Evaluation Committee, composed of members from Environmental Management Departments, City of Fayetteville and Town of Tyrone scored the SOQ's. Phase I and Phase II scores were combined, with EXP U.S. Services, Inc. (EXP) achieving the top score.

This is EXP's first time contracting with the county, so a Contractor Performance Evaluation is not attached. A positive response from all their references were received.

Task Order #1 includes inspection and evaluations for roadway conditions, establishment of roadway design criteria, evaluation of traffic volumes, environmental screening, and development of complete construction plans and detailed cost estimates.

Specifics of the proposed contract are as follows:

Contract Name	#2036-Q Fayette County Resurfacing FY2022 E&D
Type of Contract	Multi-Phase, Project Specific
Vendor	EXP U.S. Services, Inc.
Not-to-exceed Amount	Amounts negotiated for each Task Order
Task Order #1	Plans, Specifications, and Estimates
Not-to-exceed Amount	\$223,635.22

Budget:

	County Fund	Grant Fund
Fund	322 2017SPLOST	326 2017SPLOST
Org	32240220 Road SPLOST	32640220 Road SPLOST
Object	541210 Other Imp	541210 Other Imp
Project	17TAC FY22 Resurfacing	17TAC FY22 Resurfacing
Task Ord Amt.	\$44,727.04	\$178,908.18
Available	\$44,815.00	\$179,419.00

Attachment 1

Request for Qualifications #2036-Q
Fayette County Resurfacing FY2022

Submitting Firms	Phase 1 Total Score	Phase 2 Total Score	Total Phase 1 & 2
<i>Maximum Points Allowed</i>	500	500	1,000
EXP U.S. Services Inc.	445	410	855
Lowe Engineers, LLC	400	450	850
Croy Engineering, LLC	395	450	845
R.K. Shah & Associates, Inc.	345	400	745

TASK ORDER 1

PROJECT INFORMATION

PI #: 0017182

County: Fayette

TPRO Description: Fayette County Resurfacing Program – FY22

Reference: Fayette County RFQ #2036-Q

Fayette County Project Number 21TAC

TASK ORDER DESCRIPTION

The work consists of Engineering and Design related services to complete the preliminary engineering and construction bidding through the develop of Plans, Specifications, and Estimates for GDOT PI No. 0017812 – Fayette County Resurfacing Program FY 22 as described Fayette County's RFQ #2036-Q. All work will be done in accordance with current GDOT Plan Development Process (PDP) and GDOT Standards and Specification.

SCOPE OF SERVICES

The scope of work is for all necessary engineering work to support the development of Maintenance Resurfacing/Pavement Rehabilitation Plans and supporting specifications and Bid Documents as described in the project RFQ.

The project is for resurfacing approximately 13 miles of roads within Fayette County (8.6 miles), Peachtree City (2.8 miles), Fayetteville (0.2 miles), and the Town of Tyrone (1.1 miles).

TASK 1: Preliminary Engineering, Environmental Assessment, and Geotech

Complete all required Pre-Construction activities and phase required deliverables as described in the project RFQ/SOQ, for Conceptual, Environmental, Right of Way and Preliminary Design phase activities including but not limited to:

- Coordinate, Facilitate and document minutes of Team Meetings at a schedule and interval approved by the County.
- Develop and mark/stake roadway stationing for reference of field studies and field collected data for environmental, pavement coring/Geotech testing, pavement evaluations and detailed roadway logs.
- Prepare and submit necessary environmental documentation for NEPA and Programmatic Categorical Exclusion (PCE) to GDOT office of Environmental Services for Environmental Certification. **Fayette County will provide, perform and or facilitate any public involvement, public outreach or public meetings that may be required.**
- Perform an inspection and evaluation of the roadway conditions and coordinate Geotech coring/testing, Geotech pavement evaluations and develop most cost effective and appropriate pavement rehabilitation recommendations.

- Evaluate, coordinate and perform all necessary road topo/profile surveys for special locations as needed near railroad crossings with RR coordination as required.
- Evaluate traffic volumes and truck percentages for use in pavement design analysis.
Traffic DATA to be provided by Fayette County.
- Perform onsite inspections for /to:
 - ADA compliance and prepare ADA compliance letters to submit to GDOT.
 - Determine pavement rehabilitation patching types and milling limits, design requirements, and quantity's
 - Provide mix design if FDR required in lieu of resurfacing
 - Develop road logs for each roadway segment and jurisdiction per GDOT requirements
- Prepare preliminary Construction Cost Estimate with break down based on road segments and jurisdictions.
- Assist. with preparation of and submittal of ROW and Utility Certification documents
- Utility Coordination
 - Including RR

TASK 2: Final Design and Maintenance Plan Development

Complete all Final Design Phase Activities and phase required deliverables as described in the Project RFQ/SOQ for the Development of Plans, Specifications, and Estimates (PS&E)

- Coordinate, Facilitate and document minutes of Team Meetings at a schedule and interval approved by the County.
- Prepare construction plans and submit for GDOT FFPR.
- Prepare complete and detailed Engineer's Cost Estimate (AASHTOWare)
 - individual for each roadway
- Prepare letter size Final Plans containing the following and all other required and supporting documentation:
 - Cover Sheet
 - Index
 - Locations Maps/Sketches including County vicinity map
 - Typical Sections
 - Road Logs
 - Summary of Qty's

- General Notes
- Special Provisions
- Address and resolve FFPR comments received

TASK 3: Bidding Assistance and Project Advertisement Coordination

Provide Bidding Assistance to County during the Advertisement and Letting Process

- Prepare advertisement for bid
- Prepare bid package in accordance with GDOT/FHWA requirements.
- Facilitate Pre-Bid Meeting if required.
- Respond to questions, RFI's, etc.
- Prepare Addendums if necessary.
- Review & Evaluate bids with Engineer's recommendation for acceptance.

TASK 4: Contingent Survey Services - for use at Railroads on Kelly Drive (if determined necessary)

Field Survey if determined to be necessary and approved by applicable municipality for use at Railroad crossings or other points of conflict.

PROFESSIONAL FEES:

EXP US Services, Inc. proposes to accomplish Task 1 through Task 3 for a not to exceed total fee of \$217,493.89. If determined to be beneficial and desirable by the governing municipality, EXP US Services, Inc. proposes to accomplish the contingent services in Task 4 for an additional fee not to exceed \$6,141.33. These fees are summarized in the Cost Summary Table.

The total fee is inclusive of labor, expenses, direct costs, and Fixed Fee. The Cost-Plus Fixed Fee amounts for the Prime and Sub-Consultants, together with all allowable incurred costs in performance of the scope of services is shown in the following cost summary table with breakdown by task, individual road segment, and Municipality.

COST SUMMARY TABLE							
MUNICIPALITY	ROAD NAME	Mileage	TASK 1	TASK 2	TASK 3	TASK 4 *	TOTAL COST
Fayette County	SR 85 Conn	3.6	\$29,863.59	\$16,885.58	\$2,087.02		\$48,836.19
	New Hope Road	3.4	\$28,204.50	\$15,947.49	\$1,971.08		\$46,123.07
	Banks Road	1.58	\$13,106.80	\$7,410.89	\$915.97		\$21,433.66
City of Fayetteville	Banks Road	0.16	\$1,327.27	\$750.47	\$92.76		\$2,170.50
Peachtree City	Huddleston Road	0.74	\$6,138.63	\$3,470.92	\$429.00		\$10,038.55
	Kelly Drive	0.61	\$27,801.21	\$2,861.17	\$353.63	\$6,141.33	\$37,157.34
	Mcintosh trail	0.96	\$7,963.62	\$4,502.82	\$556.54		\$13,022.98
	Ebenezer Road	0.53	\$4,396.58	\$2,485.93	\$307.26		\$7,189.77
Town of Tyrone	Dogwood Trail	1.1	\$31,865.97	\$5,159.48	\$637.70		\$37,663.15
	Sub-Totals	12.68	\$150,668.17	\$59,474.76	\$7,350.96		\$223,635.22
* Contingency for Task 4-SURVEYS (Cost for survey if needed for Kelly Drive is included in Cost Summary and Totals)							
* Cost for survey estimated to be \$3500 to \$6500 per site							
Grand Total (with maximum Survey Contingency)							\$223,635.22

If this fee and scope is acceptable, EXP US Services, Inc. is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact Ritchie Swindell, who will serve as the Project Manager. If you need any additional information, please feel free to contact Ritchie Swindell at (912) 682-2742.

COUNTY AGENDA REQUEST

Page 129 of 289

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905.

Background/History/Details:

Fayette County Water System's current metering infrastructure, installed in the early 2000s, has reached end-of-life resulting in 95 percent of water meters under-registering and 13 percent non-revenue water loss annually. In 2011, the Metropolitan North Georgia Water Planning District required local water providers to conduct a system-specific study for AMI by December 2018. The AMI project implementation was included in both, 2018 and 2019 Board of Commissioner retreats as part of the Water System's capital improvement plan. On May 13, 2021, the Board of Commissioners approved the AMI Project to be funded with part of the county's allocation of the American Rescue Plan Act (ARPA) funds.

Seven vendors responded to the AMI Request For Proposal (RFP) solicitation. The selection committee, comprised of four staff and one Water Committee member, selected Badger Meter based on using a leading cellular solution focused on water utilities; offering a proven software integrated customer portal "EyeonWater"; and, Badger's installer, PedalValves, demonstrating the most organized and coordinated install process.

Contract documents that include Fayette County's General Terms and Conditions with a Schedule of Values and Product Warranties, Statement of Work, and 15-year Badger Meter Beacon Software-as-a-Service Managed Solution Master Agreement were developed through 20 internal meetings with Badger Meter and Fayette County staff, including the County Administrator, Attorney, Purchasing Director and Water System staff.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905.

If this item requires funding, please describe:

Funding sources of \$9.2 million is available from the County's American Rescue Plan Act funds; The General Fund will loan \$2,512,905 to the Water System and the remaining \$1,000,000 from the Water System Revenue and Extension Reserves.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Note: General Fund loan and Renewal and Extension Reserves will be reimbursed from additional water revenues generated under the AMI project as follows: FY2024 (\$37,500), FY2025 (\$1,612,500) and FY2026 (\$2,363,775) respectfully.



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess

From: Natasha M. Duggan 

Date: March 9, 2023

Subject: Contract #2000-P: Advanced Metering Infrastructure

On August 25, 2022, the Board of Commissioners approved Contract 2000-P with Badger Meter, Inc. for Advanced Metering Infrastructure (AMI). Since that time, the Water System and Fayette County staff have worked to develop the contract with Badger Meter. The contract documents include Fayette County's General Terms and Conditions with a Schedule of Values, and Product Warranties, Statement of Work, and a 15-year Badger Meter Software-as-a-Service Managed Solution Master Agreement.

The contract not to exceed amount is \$12,712,905. On May 13, 2021, the Board of Commissioners approved the AMI project to be funded with part of the County's allocation of the American Rescue Plan Act (ARPA) funds. ARPA funds in the amount of \$9,200,000 will be allocated towards the AMI project. The balance of \$3,512,905 will be funded through a \$2,512,905 loan from the General Fund and the remaining \$1,000,000 from R&E (Revenue & Extension)

There is not a previous contract with Badger Meter, so a Contractor Performance Evaluation is not available. References were checked as part of the evaluation process and the results were favorable.

Specifics of the proposed contract are as follows:

Contract Name	#2000-P: Advanced Metering Infrastructure
Contractor	Badger Meter, Inc.
Not to Exceed Amount	\$12,712,905.00

Sources of Capital Funding:

Loan from General Fund	2,512,905.00
Transfer from R&E	1,000,000.00
ARPA	<u>9,200,000.00</u>
Total	12,712,905.00

AMI Project Contract Approval

Page 131 of 289

Board of Commissioners
March 9, 2023

Progress Since August 25th BOC briefing

- Contract development is complete and ready for BOC approval
- Minor adjustments to costs between categories but bottom line remained the same

Contract development involved twenty internal discussions and meetings with Badger Meter.

AMI Contract Documents:

1. Agreement
2. Fayette County General Terms & Conditions
 - Exhibit 1 - Schedule of Values
 - Exhibit 2 - Product Warranties
3. Badger Meter Beacon Software-as-a-Service Managed Solution Master Agreement
4. Statement of Work

County Representatives involved in Contract Development:

- Steve Rapson - County Administrator
- Dennis Davenport – County Attorney
- Ted Burgess – Purchasing Director
- Vanessa Tigert – FCWS Director
- FCWS Functional Leads
- Arcadis

Final Capital Cost

Item	Total Capital Cost (Cash)			TOTAL
	FY 2023	FY 2024	FY 2025	
AMI Vendor Project Implementation Services	\$297,945	\$0	\$0	\$297,945
Installation Project Management Services	\$142,984	\$272,280	\$136,139	\$551,403
Meter Installation Labor (Includes RTU Allowance)	\$60,356	\$2,081,223	\$699,330	\$2,840,909
Meter Equipment and Appurtenances	\$151,670	\$5,497,550	\$2,793,300	\$8,442,520
Bonding	\$26,710	\$26,709	\$26,709	\$80,128
Professional Services Oversight (EOR) ¹	\$198,709	\$150,000	\$100,000	\$448,709
Contingency	\$0	\$250,000	\$250,000	\$500,000
TOTAL²	\$878,374	\$8,277,762	\$4,005,478	\$13,161,614

¹Arcadis contract \$448,709

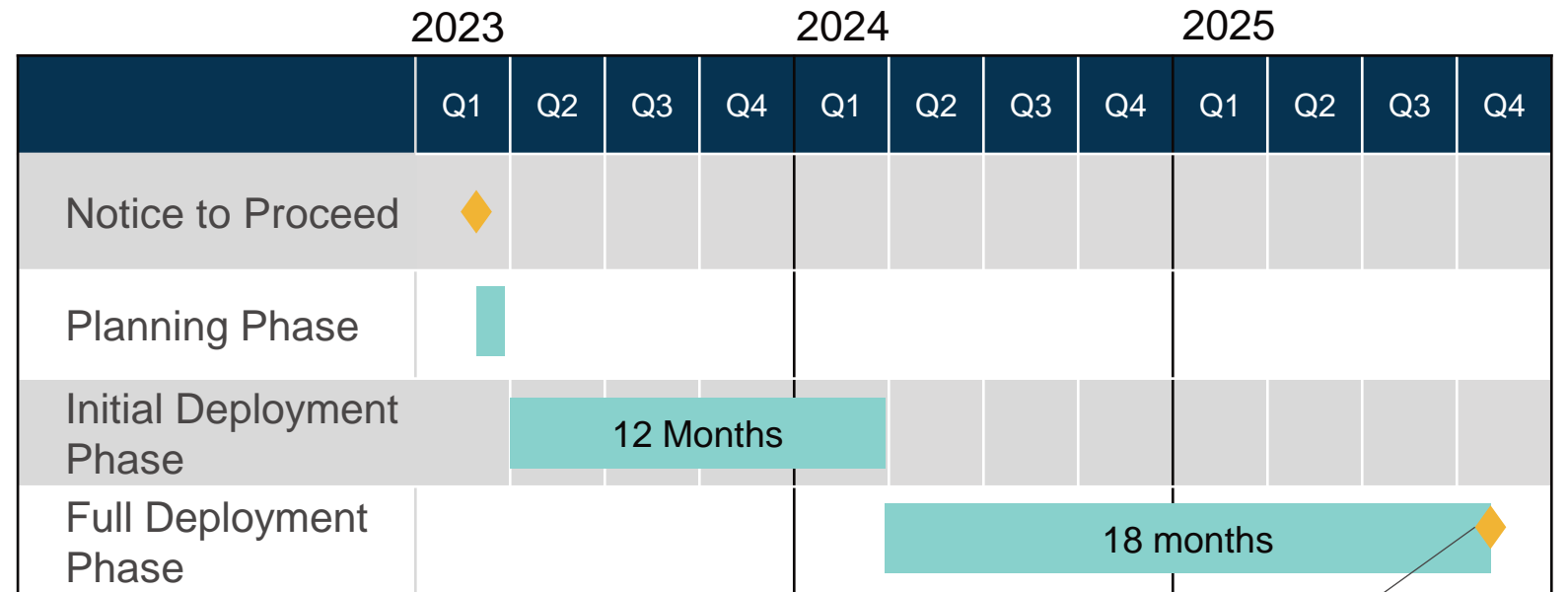
²Badger Meter, Inc. contract \$12,712,905

The total capital cost dollar amount is \$514,488 lower than the August 25 BOC meeting presentation.

High-Level Project Timeline

Near-term Next Steps

1. Preconstruction Meeting
2. Kickoff Meeting
3. Order Initial Deployment Equipment
4. Initial Deployment Area (500 meters) & Software Integration



Final Solution Acceptance
October 2025

Statement of Work/Project Plan Fayette County Water System (FCWS)

Prepared By: Badger Meter



1/17/2023

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1. Introduction and Scope

1.1 Document Scope

This implementation plan describes the Badger Meter Scope of Work (SOW) for the County. Deliverables, process, requirements, and general project information have been included as detailed in their Proposal, Attachment B of the Badger Meter Response submitted 4/11/2022.

Badger Meter has a history of successful AMR/AMI implementations over the past 20 years, beginning when AMR systems were first deployed. Badger Meter has managed turnkey deployments as small as 100 meters and as large as 155,000 meters, with implementation project durations ranging from a few weeks to five years. To date, all our managed projects have been completed on time and Badger Meter has not incurred any liquidated damages due to poor performance. We pride ourselves on not only completing projects on time, but also with the highest level of customer satisfaction. We view the deployment not as a one-time project, but rather as the first phase of an ongoing relationship that will ultimately result in our ability to work with the utility when the next meter reading technology needs to be deployed. Our project management group averages over 20 years of project experience with an average of more than eight years within the water industry specifically.

Badger Meter is committed to partnering with the local community to exceed the County's DBE participation goals, which falls right in line with our company philosophy of investing in the cities where we have projects.

1.2 Definitions

Term	Definition
Business Days	FCWS workdays excluding holidays. Holidays are New Year's, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day
County	Fayette County Water System
Cycle	A geographic region in the FCWS service area.
Endpoint Acceptance Process	Process that validates meter and endpoint installations or retrofits complies with the End Point Acceptance criteria as defined in Section 8.
MMCO	Mass Meter Change Out – Interface between PVI's TrackPoint and MUNIS
MUNIS	FCWS Customer Information and Billing System
NTP	Notice to Proceed
PVI	Pedal Valves Inc, installation contractor who is Badger Meter's subcontractor
Route	Group of meters in a similar area which is subsection of a Cycle
SOW	Scope of Work

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Statement of Work/Project Plan

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Tyler Technologies	Vendor for MUNIS which is FCWS Customer Information and Billing System
--------------------	--

1.3 Introduction to Project & Products

Badger Meter will provide the County our BEACON AMA Cellular solution system implementation that will cover approximately 31,660-meter services over a 30-month period. The first twelve months will be for system testing and validation, followed by 18 months of installations and clean-up. By choosing the BEACON AMA Cellular solution with ORION Cellular endpoints, the County does not need to utilize any infrastructure, which provides the County time savings on the overall project and installation schedule, as well as time and cost savings associated with not having to maintain infrastructure.

- Key objectives of this project include:
 - Community awareness and support for the project led by the County
 - Personnel awareness and support of the project by the County
 - Minimal disruption/impacts to the County residents and businesses by all project parties involved
 - Smooth transition to AMI with minimal disruptions/impacts to the County
 - Successful meter installations and network activation of endpoints completed by PVI and Badger Meter by using the Endpoint Acceptance Process and success criteria.
 - Substantial Route Completion (meter installations) is when 90% of Route has passed Endpoint Acceptance.
 - County staff adoption and utilization of the new technology in conjunction with current best practices in place by the County
 - Successful rollout and consumer participation in the EyeOnWater portal. The County is responsible for marketing the EyeOnWater portal for encouraging consumer participation.

1.4 Project Objectives

To ensure the project remains on schedule, there are certain objectives all parties must adhere to as detailed below.

- Customer Information System, Tyler (MUNIS) Software interface must be completed within three months of the written Notice to Proceed (NTP), which will require ongoing coordination, support and resources allocated for the project by the County, Pedal Valves Inc. (PVI), and Tyler Technologies along with Badger Meter. Badger Meter shall be responsible for engaging and managing the contractual obligations between the County, PVI, and Tyler Technologies in order to maintain and support project milestones.

- County will review action items from Badger Meter and respond within 7 Business Days. The response may include immediate action / approval from the County or the estimated period time the County will require to complete / approve the requested action. Action items may include but are not limited to change orders, special account approvals as they may relate to the inability to locate a meter pit, or plumbing work needed at a specific site location and additional work otherwise not noted in this SOW are required to ensure the project stays on schedule.
- Installation services on all in-target accounts shall be completed within the specified contractual timeframe as outlined in the project schedule, which shall not exceed 30 months from date of the written NTP. The County shall release routes for installation in a timely manner and as specified in the SOW, which shall be mutually agreed upon during the pre-construction meeting by and among the County, Badger Meter, and PVI.

2. Project Resources & Stakeholders

Contact	Title	Department	Project Responsibilities
Badger Meter			
Colin Middaugh	Regional Sales Manager	Sales	Sales Manager responsible for the overall project success and County experience
Mark McMillen	Senior Utility Solution Manager – National Strategic Accounts	Sales	Senior Client Partner – Ensures the proposed solution meets or exceed County's expectations
Joe DeVito	Senior Utility Solution Manager – National Strategic Accounts	Sales	Ensures the proposed solution meets or exceed County's expectations
Mark Wright	Sales Manager	Sales	Account Management & Support for FCWS
Patrick Williamson, PMP	Solution Architect	Sales	Ensures the proposed solution meets or exceed County's expectations
Jimmy Harris	Account Manager	Sales	Account Management for FCWS
Santiago Speranza, PMP	PMO Manager	PMO	The PMO Manager will manage and support the Sr. Project Manager, and assist with integrating high level issues within other Badger Meter departments along with providing best in class County support
Brandon Imperato, PE, PMP	Senior Project Manager	PMO	Primary point of contact and interface between FCWS team and Badger Meter. Responsible for requirements gathering, project plans, and managing timelines with the support of the PMO Manager.
Joe Lucia	Manager Field Services Sales Support (FSSS)	FSSS	Supports project activities through training activities
Jenny Dunk	Proposal Manager	Bids and Contracts	Manages the contract alongside the Project Manager throughout the project to ensure all project deliverables are being met and successfully provided
Thomas Dillemath	Senior Manager of Customer Care	Customer Care	The Sr. Customer Care Manager ensures product is ordered, invoiced, and available to meet the timelines set forth in the project
Pedal Valves			
TBD	PVI Project Manager	Project Operations	Manager for all On and Offsite Employees from PVI Team.
TBD	PVI On-Site Field Services Manager	Field Operations	Managing employee for all PVI installers on the FCWS project.
TBD	PVI Inventory Supervisor	Field Operations	Supervising employee for all PVI installers on the FCWS project.

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TBD	PVI Large Meter Specialists	Field Operations	Installing Large Meters throughout the FCWS System.
TBD	PVI Data Manager	Project Operations	Data Manager for the FCWS project.
TBD	PVI Meter Installers	Field Operations	Installing meters throughout the FCWS System.

Figure 1 depicts the project team organization. The team members highlighted in red are Key Personnel.

The contractor shall designate employees or contractors that it determines, in its sole discretion, sufficient to perform the Services set out in this agreement and exhibits, the “Key Personnel”. Subject to the other provisions of this Agreement, Contractor shall not make any changes in Key Personnel, except (i) following notice to County after such change is made; (ii) upon the resignation, termination, death, or disability of an existing Key Personnel; or (iii) at the reasonable request of County, in which case Contractor shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

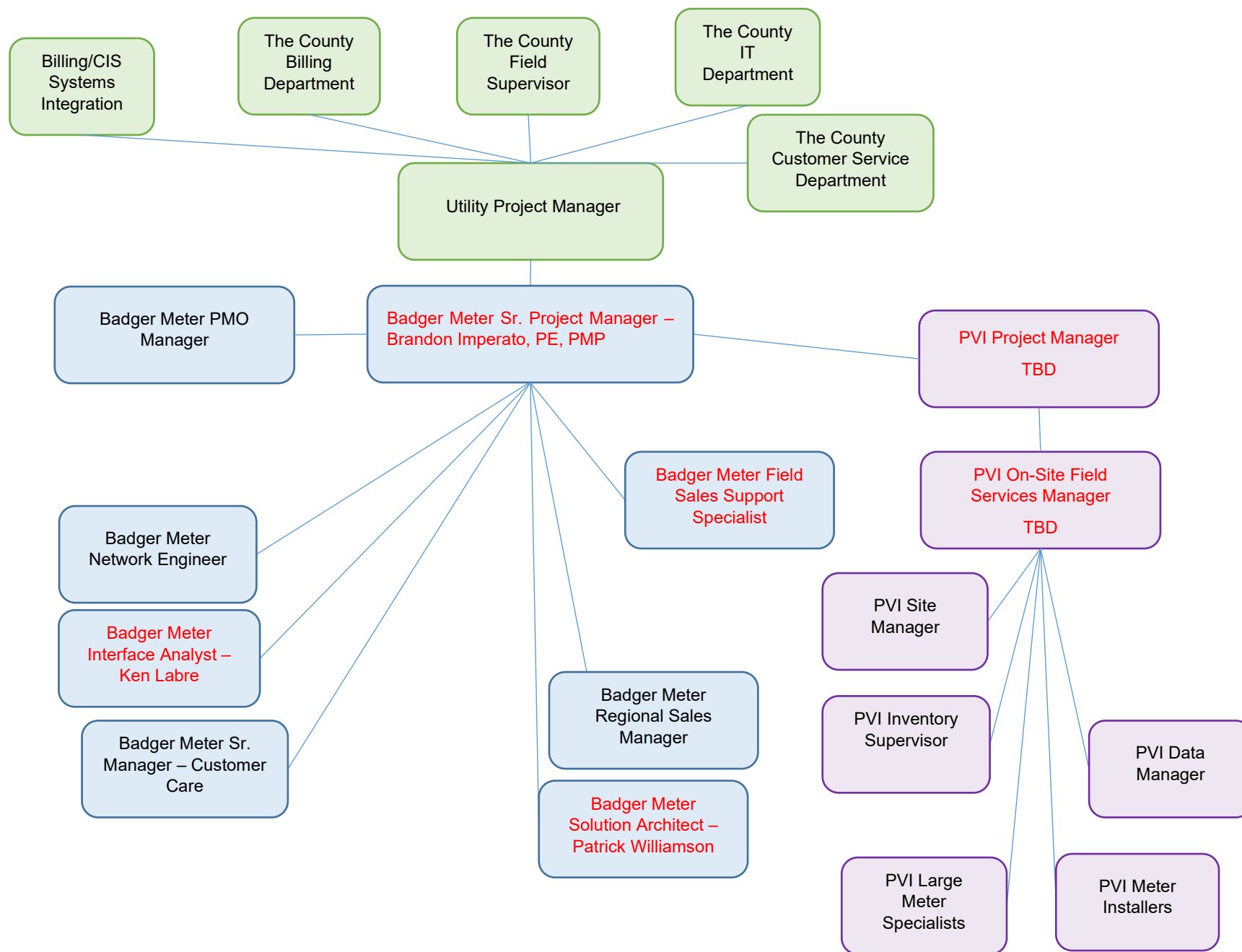


Figure 1: Team Organizational Chart

3. Project Assumptions

- Badger Meter and the County will provide suitably trained and skilled resources to support the project effort and timeline agreed upon by both parties. The County's technical and business resources shall be familiar with their present IT operations as it relates to the project components.
- The lead project manager assigned to this project, Brandon Imperato, PE, PMP will be responsible for the management of all Badger Meter and PVI resources, Badger Meter deliverables and action items, and the contractual obligations of the project plan that are under the control of Badger Meter.
- Badger Meter will identify and be responsible for any third-party contractors/consultants contracted by Badger Meter for the project. Where PVI is referenced in this document, Badger Meter, is ultimately responsible for fulfillment of the requirements.
- Badger Meter will perform most project work off-site, including the interface workshops, and other action items determined under the scope as appropriate.
 - Pre-Construction Meeting
 - To be held immediately following the finalized contract and Badger Meter personnel will be onsite to support the meeting
 - Integration Workshops
 - Software Billing Integration – BEACON to Munis
 - As necessary, Badger Meter support team can be onsite but usually these meetings can take place virtually with all teams
 - MMCO Integration – Munis to PVI TrackPoint – MMCO
 - As necessary, Badger Meter support team can be onsite but usually these meetings can take place virtually with all teams
 - Training:
 - Initial Training
 - To be held immediately following the Pre-Construction Meeting and Badger Meter personnel will be onsite to support the meeting
 - Training Phase I
 - To be held upon an agreed upon number of installations and Badger Meter personnel will be onsite to support the meeting
 - Training Phase II
 - To be held upon an agreed upon number of installations (Typically at least 6-12 months into project) and Badger Meter personnel will be onsite to support the meeting
 - Training Phase III
 - To be held upon an agreed upon number of installations (Typically 1-2 years into project) and Badger Meter personnel will be onsite to support the meeting

- Quantities provided by the County are the best available estimates on actual quantities Badger Meter may locate. Should quantities vary throughout the project, the unit prices shall remain as presented under the final price proposal.
- Pricing assumes that water meter exchanges are like for like with the same lay and length without major plumbing (installation of new piping) or excessive excavation (digging to uncover a buried meter) needed to complete the exchange.
- Pricing does not include testing of new or removed meters. Pricing for such services is available on request.
- Pricing includes consumable parts required for the exchange of water meters which includes nuts, bolts, gaskets, etc.
- Pricing includes meter box covers and labor to replace these covers at contract pricing provided.
- Pricing includes the warehousing of meters and other equipment for the installation effort.
- For BEACON AMA integration work and BEACON AMA on-boarding work to begin, the County will need to provide a purchase order (PO), NTP, completed BEACON AMA on-boarding form, product order, and installation for 10-24 meters and endpoints.
- Process, response times, services included and excluded, and general expectations for 'interface design and build' and 'software and interface testing' are detailed in the relevant sections of this document.
- Written acknowledgement will be provided by the County to Badger Meter of project milestones met throughout the project as requested by the project manager within seven (7) Business Days of the request.
- Ongoing support and responsiveness shall be provided by the County with respect to its billing vendor as necessary for all project requirements and interfacing with PVI and Badger Meter.

4. Project Phases, Milestones & Deliverables

4.1 Project Phases

4.1.1 Initial Deployment Area (IDA)

This phase will demonstrate basic network connectivity, system functionality and test endpoint configurations. Approximately 500 meters will be identified by the County. The County has a priority that large meters greater than 2" are included in the IDA. FCWS will provide a list of large meters that will be part of the IDA. The remaining meters up to 500 meters are to be an equal mix of meters $\frac{3}{4}$ " – 2".

The County already has installed the headend meter data management system, however the billing integration with MUNIS is not done. All integration work shall be completed during this initial phase. This phase will include the field deployment of meters and endpoints on a subset of the County meter population. The meters / endpoints will be geographically like represent one billing route. This phase will test the functionality of the system to read meters and generate bills.

The location and number of meters will be determined during the Pre-Construction Meeting / Workshop. PVI will install the meters and endpoints using their Work Order Management (WOM) system, ensure the County has access to the WOM and provide basic training on its use.

Integration with MUNIS, the PVI WOMS (TrackPoint), and BEACON will be completed and tested during this time. See Section 15 for details on the PVI Installation Services Scope of Work.

All integrations and testing must be completed during this phase.

The County will implement business process changes to operate the AMI solution during this time and relies upon timely training from Badger Meter during this time to facilitate full use of the Badger BEACON solution.

After installation of the IDA meters and endpoints, Badger Meter may continue to install meters for the Full Deployment Phase unless the County identifies issues and concerns during the testing. Upon notice from the County, Badger Meter will cease all meter installations until the County issues and concerns are resolved.

This IDA phase is anticipated to last for 12 months or less.

4.1.2 Full Deployment Phase

The full deployment phase will include installation of all remaining meters and endpoints and connection to the AMI network. This effort is anticipated to take approximately 18 months.

4.2 Project Milestones

Phase	#	Description	Responsible Party	Estimated Effort	Cumulative Duration (Months)
IDA	1	BEACON AMA system configuration:	Badger Meter	1 month	1
IDA	2	MUNIS, Meter Data Management System (MDMS) Interfaces:	Badger Meter and MUNIS	3 – 4 months.	5
IDA	3	PVI mobilization: Mobilization will occur during the IDA Phase.	Badger Meter/PVI	3 months	8
IDA	4	Training phase I	Badger Meter and County	1 day	8
IDA	5	Installation of approximately 500 meters for the IDA Phase:	Badger Meter / PVI	1 month	9
IDA	6	Training phase II to be completed once a minimum of 500 meters are installed and operating in the BEACON AMA System.	Badger Meter and County	2 days	9
IDA	7	Testing – Integration and User Acceptance. Upon successful achievement of the acceptance criteria, an NTP for full deployment will be issued	Badger Meter and County	1 – 2 months	11
Full	8	Installation of approximately 30,166 meters:	Badger Meter / PVI	18 months	29
Full	9	System testing and Final Acceptance by the County:	Badger Meter and County	1 month	30
IDA	10	Training phase III can be utilized by the County, as deemed necessary for new employee onboarding and system training, all training sessions must be completed within three years of the date of the Notice to Proceed	Badger Meter	2 days	N/A

Badger Meter, Inc.

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Workshops

Workshop	Description	Deliverables
Pre-Construction Meeting	Meeting with all project personnel to review and agree on timeframes for work, MUNIS integration, WOMS integration, installation roll out, determination of the number of meters and location for IDA, endpoint configurations, and all applicable trainings	Pre-Construction Meeting Deck and Detailed Scheduling and Installation plan
Interface Design	Discussions with the County and vendors on Mass Meter Change Out (MMCO) and billing Integrations (Badger Meter to MUNIS), data elements, meter resolutions, business rules, formats, processes, etc.	Design Document
Interface Test Planning	Use case development, testing environment/data requirements, and test execution planning	Integration Test Plan
Deployment Planning	Includes field tools and procedures, “slow start” phase plans, QA/QC processes, installer training, and community outreach planning	Field Deployment Plan
Badger Meter Training	Training of the County employees on all Badger Meter products both hardware and software	Training Plan and Training Materials

Badger Meter, Inc.

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Statement of Work/Project Plan

5. Project Timeline & Schedule

The contractual project length is 30 months. A full version of the project timeline is below as well as a preliminary project timeline in Attachment A. Project schedule shall be developed and maintained in Microsoft Project or Smartsheet.

	Notice to Proceed	Planning Phase & Pre-Construction Meeting and BEACON Activation	The IDA Phase & BEACON, WOMS, & GIS integration	Full Deployment	Project Closing
Length (days)	0	10	365	510	30
Date	Mar-23	Mar-23	Mar-24	Sep-25	Oct 25

6. Project Approach

6.1 Pre-Construction Meeting & Team Communication Plan

6.1.1 Pre-Construction Meeting

- Badger Meter and PVI will provide the County with an agenda and detailed scheduling and installation plan seven (7) Business Days prior to the pre-construction meeting.
- Project Team Communications Plan: Badger Meter will provide a project communication plan seven (7) Business Days prior to the pre-construction meeting.

This plan will contain the following sections:

- Badger Meter shall provide the County with a preliminary schedule once the County provides the NTP. The schedule will need to be approved before construction can begin.
- Weekly, Badger Meter will provide the County with an email stating the accounts that were completed for that week along with any approved work. This will serve as the official data file that will be used for the County's weekly installation review and reconciliation of completed accounts (from PVI to Badger Meter and the County). Installation data files will be downloaded from the web portal on a weekly basis by Badger Meter and the County.
- PVI will email the full monthly data file to the Badger Meter project manager and the project management office monthly for invoice backup (from PVI to Badger Meter).
- As requested by the County, Badger Meter will provide periodic additional reporting related to installation, project performance, and other items deemed relevant to the project.
- Weekly, Badger Meter, the County, and PVI will use the web portal to track completed accounts.
- Badger Meter will provide the County weekly status reports on daily installations completed, uncompleted accounts, route completion, installation

metrics, installation forecast, meeting minutes and recaps and updated schedule.

- Badger Meter will be conducting quality assurance checks with the meter and endpoint installations to ensure the County's approval is met on quality installations.
- Badger Meter and Pedal Valves Inc are responsible for data quality for the completed installations and will inspect all installations of meters and endpoints throughout the installation phase of the project. All findings of which accounts were audited, as well as which accounts have issues will be provided to the County weekly. Data quality includes mismatched accounts associated with meter IDs and radio IDs. Badger Meter and Pedal Valves will investigate, analyze, and resolve any data quality issues within their reasonable control.

6.1.2 Team Communication Plan

Badger Meter will provide project communications in accordance with the table below.

Table 1: Project Communications

Communication	Stakeholders Involved	Purpose	Frequency	Type/Method
Initiation meeting	All primary stakeholders, sponsors	Gather information for initiation plan	Before project start date	Meeting
Pre-Construction meeting	All stakeholders	Distribute project plan	Pre-Construction meeting	Meeting
Project kick off	Badger Meter, the County, and PVI	Communicate plans and stakeholder roles/responsibilities	Near project start date	Meeting
Status reports	Project team	Update stakeholders on progress of the project	Monthly	Meeting/report
Team meetings	Project team	To review detailed plans (tasks, assignments, and action items)	Weekly	Meeting
Quarterly project review	Project team	Review overall health of the project and highlight areas requiring action	Quarterly	Meeting/report

Communication	Stakeholders Involved	Purpose	Frequency	Type/Method
Post project review	Project team, key stakeholders, and sponsors	Identify improvement plans, lessons learned and review accomplishments	End of project	Meeting/report

6.2 Quality Control & Risk Management Plan

6.2.1 Quality Control

The project will utilize the Badger Meter standard quality management plan. Quality control is utilized across all aspects of the project including installation processes, auditing, data checking, training, and automated systems.

PVI will actively manage all project data in an electronic method that is focused on eliminating data errors (WOMS). PVI is responsible for preventing, identifying, and correcting all data errors. All data will be collected electronically. Proactive and continued improvement of data management processes will be provided.

PVI will manage the following types of data:

- Installation account data
- Inventory data
 - PVI is expected to manage inventory data (meter serial number) from the time of acceptance of installation, to the time of invoice to Badger Meter
- GPS data (submeter)
- Invoice data
- Quality control metrics
- Project work metrics

All installation data reported will be accurate as possible upon being sent to FCWS and will undergo rigorous testing to ensure the best quality data possible. See Attachment C for more details. For this project we will be using the Trimble VRS Catalyst Network, a GNSS correction service available from Trimble, to achieve sub-foot accuracy. GNSS stands for "Global Navigation Satellite System", which consists of a network of satellites, ground control stations, and receivers that provide the user's location. High-accuracy GNSS systems like Catalyst use a technology called differential corrections to correct position errors in real-time while the work is performed. For the Catalyst receiver to access this correction data in the field from the Trimble correction service, we must use a mobile internet connection (Verizon hotspot). All GPS data will be collected in real time differential mode with a minimum GPS accuracy of 1ft using parameters specified in the software. Points with poor accuracies i.e., > 1ft cannot be collected unless the accuracy is overridden as a function of the program. For

points that < 1ft accuracy cannot be achieved or no GPS signal can be acquired, a distance-distance offset will be applied, using the distance between the feature and two reference positions (A and B) and a laser rangefinder to specify the feature's position. Estimated accuracies are recorded for each point collected and GVG will provide that information as part of the deliverable. GVG will try to ensure that the best possible accuracy is achieved and points that require an override will have higher estimated accuracies and can be identified by values > 1ft. However, there are many factors that affect the accuracy and location calculated by the GPS receiver. Some of these have to do with the satellites, some with the receiver, but typically with complexities in the Earth's surface and atmosphere. Multipath interference can be caused by any conductive surface - water, metal on a nearby structure or vehicle. The most common sources of interference are tree canopy, structural interference, power lines, and airport radar. As with any GPS acquisition, areas with excessive and dense tree canopy or structural coverage, it is likely this accuracy will not be achieved.

Installation data includes but is not limited to the following:

- New and old meter serial numbers
- New encoder and endpoint serial numbers
- GPS coordinates
- Account data
- Final read picture
- Final meter read
- Installation notes
- Installation type
- Skipped installation reason and description

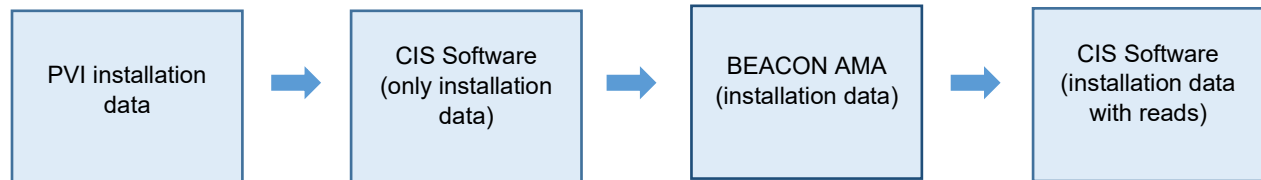
Any installation accounts with inaccurate or missing account data will not be accepted and will require a PVI installer to correct the data. PVI is expected to utilize automated methods to ensure data integrity is upheld.

PVI is expected to adhere to the following best practices to help ensure data integrity:

- All pertinent data shall be required to be stored by PVI in a redundant back-up system to prevent data loss
- Use of barcodes for meter, encoder, and transmitter serial numbers
- Submeter GPS data collected at time of original installation
- Duplicate data checking
- Verification of meter, encoder, and transmitter serial numbers by comparing to inventory data provided by Badger Meter
- Data verification will be completed by a PVI quality specialist
- PVI is expected to retain all project data for the duration of the project

PVI will transmit electronic installation data to the County on a weekly basis or agreed upon timeline in the file format acceptable to the County.

Any customer issues that arise will be addressed within 48 hours by the County and Badger Meter.



6.2.2 Project Pre-Installation Survey

- Survey SOW: Survey crews will be deployed within 30 to 45 days upon either the NTP or the release of work orders identifying which surveys can be conducted and will be completed 150-165 days upon the NTP and release of work orders. It is necessary to have the entire service territory released immediately to provide the best transition to meter installations. Accounts that cannot be located will be returned to FCWS for assistance in locating the meter.
- The survey shall consist of the following:
 - Identification of the meter size
 - Lid and box dimensions
 - Lid type (drop down list that will consist of metal, plastic, concrete, and other)
 - Lid shape (drop down list that will consist of rectangular, and round)
 - Location of the meter
- For meters larger than 3 inches, the technician will identify if a bypass is present, and will identify the following information:
 - Meter Size
 - Meter Lay Length
 - Meter Type (Compound, Turbine, Ultrasonic, etc.)
 - Does Meter Set have a Strainer?
 - Does Meter Set have Inlet & Outlet Gate Valves?
 - Does Meter Set have a Bypass?
 - Does the current meter have a test port?
 - Photo of Vault & Surrounding Area
 - Photo of Meter Set inside vault
 - Photo of Meter Register
- If any issues are found during the pre-installation survey resulting in the inability for PVI to change the meter, FCWS will be responsible for corrective actions. This will allow PVI to successfully change meters in FCWS.

6.2.3 Risk Management Plan

6.2.3.1 Purpose of the Risk Management Plan

A risk is an event or condition that, if occurs, could have a positive or negative effect on a project's objectives. Risk management is the process of identifying, assessing, responding to, monitoring, and reporting risks. This risk management plan defines how risks associated with the County project will be identified, analyzed, and managed. It outlines how risk management activities will be performed, recorded, and monitored throughout the lifecycle of the project and provides best practices for recording and prioritizing risks.

The risk management plan is created by the Badger Meter project manager during project initiation and is monitored and updated throughout the project.

6.2.3.2 Risk Management Process

The Badger Meter project manager will work with the project team to ensure that risks are accurately identified, analyzed, and managed throughout the life of the project. The Risk Management Plan shall be delivered with the Quality Management Plan. Risks will be identified as early as possible in the project so as to minimize their impact. Badger Meter shall maintain and conduct a monthly review of the Risk Management Log with the County. The steps for accomplishing this are outlined in the following sections.

6.2.3.3 Risk Identification

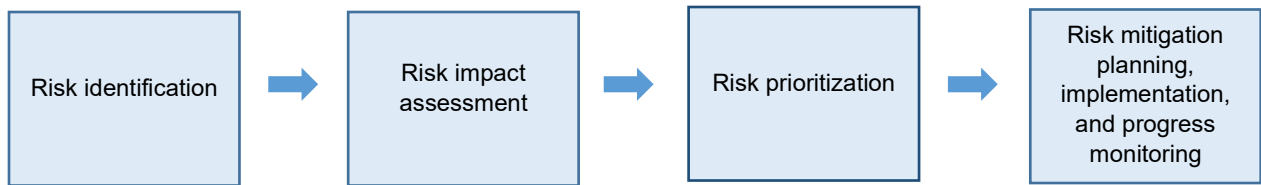
Risk identification will involve the project team, appropriate stakeholders, and will include an evaluation of environmental factors, organizational culture, and the project management plan including the project scope. Careful attention will be given to the project deliverables, assumptions, constraints, cost/effort estimates, resource plan, and other key project documents.

A Risk Management Log will be generated and updated monthly and will be stored electronically in the project library.

6.2.3.4 Risk Analysis

All risks identified will be assessed to identify the range of possible project outcomes. Qualification will be used to determine which risks are the top risks to pursue and respond to and which risks can be less of a focus.

Below is the Badger Meter Risk Management process:



6.3 Three (3") and Larger Pre-Installation Inspection

- Inspection SOW: All (three) 3" and larger meters shall be inspected. Inspection crews will be deployed within 30 to 45 days upon either the NTP or the release of work orders identifying which inspection can be conducted. It is necessary to have the entire service territory released immediately to provide the best transition to meter installations. Technicians will spend no more than five minutes locating a meter. Accounts that cannot be located will be returned to the County for assistance in locating the meters. We will arrange to have a technician available to work with the County in locating meters that we are unable to find.
- At a minimum, the pre-inspection shall consist of the collection of the meter type and identify if a bypass is present.
- The technician will collect a photo of the vault and lid and their immediate surroundings, as well as a photo of the vault with the lid removed. Additional photos can be collected for an additional fee. Inspection data can be incorporated into the installation data or provided directly to the County in an excel document within 10 Business Days of the inspection being completed.

6.4 Ordering of Equipment/Materials

Badger Meter will manage and communicate product lead times to the County when orders are received. Badger Meter will be responsible for placing orders with enough lead time to prevent schedule delays. Badger Meter will abide by the estimated production lead times listed below as best as possible based on ongoing product demand and other factors that could affect order lead times. Each order will be reviewed and approved by the County before it is released.

Prior to releasing Badger Meter Product Orders, the Badger Meter Account Manager for FCWS will connect with the FCWS to configure the specifics of all Meters and Endpoint Configurations from Unit of Measure to Cable Length to Register Type, Meter Type, Endpoint Type, and all other applicable items related to Badger Meter products in support of the project within the scope of the products bid on Badger Meter's response to the FCWS RFP.

Deliverables	Lead Times
5/8" – 10" E-Series Ultrasonic meters	~20-22 Weeks
3" – 10" Turbo Meters	~20-22 Weeks
ORION Cellular Endpoints	~22 Weeks

Badger Meter, Inc.

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Training	~6 Weeks
Boxes and Lids	~14-16 Weeks

6.5 Software, Interfaces & Testing

Prior to installing meters and endpoints in the IDA phase, the initial set up of the system and testing will occur. It will involve the installation of 10-24 meters/endpoints along with training of key subject matter experts to perform proper system set up and testing. Integration design workshops will be conducted to review and define the integration requirements and document the integration specifications for the scoped interfaces. The interfaces in scope are listed below and illustrated in Figure 2 below.

6.5.1 Interfaces

6.5.1.1 Billing Interface (INT1 and INT2):

- Badger Meter, PVI, the County, and Tyler Technologies will work together to ensure that a proper billing interface is in place prior to installations and mass deployment.

6.5.1.2 Process and Services Included and Excluded

- Badger Meter will assist with an iterative review process and troubleshooting of the 'Accounts and Assets' file (also known as the BEACON import file or the system sync file or the meter provisioning file) and formatting of the billing reads export data to fit Tyler Technologies' 'billing system requirements.
- Tyler Technologies' Billing System must provide an 'Accounts and Assets' file within 1 month of the NTP so there is sufficient time to review the file and make necessary corrections.
 - Tyler Technologies must provide a delimited 'Accounts and Assets' file with headers matching the latest BEACON billing integration specification file. If Tyler Technologies cannot meet format DE specifications (for example, if they must use format C or MV-RS/Itron format) a different scope of work will apply.
- Badger Meter will provide Tyler Technologies feedback from the full review of the 'Accounts and Assets' file within five business days of receiving the import file from Tyler Technologies'.
 - It is Tyler Technologies' responsibility to assist the County with any field alterations needed in the billing system.
 - Badger Meter can highlight what fields need to be addressed by Tyler Technologies and the County.
- The review of the 'Accounts and Assets' file is expected to be an interactive process. However, if there are more than five iterations of review and corrections, or if Badger Meter takes more than five business days between each iterative review, or if Tyler Technologies' takes more than five business days between each iterative correction, then the billing integration timeline may need to be re-evaluated.

- Once the 'Accounts and Assets' file is confirmed by Badger Meter, Tyler Technologies', and the County, Badger Meter will create and provide a billing read extract file to Tyler Technologies' within three business days.
 - Tyler Technologies will need to provide the data schema and mapping specifications.
 - Tyler Technologies will have three business days to confirm the structure and accuracy of the billing reads file.
- Only importing the 'Accounts and Assets' data and exporting the billing reads data is accounted for with the scope of billing integration. Other data transfer or data transfer or functionality configuration must be defined in a different scope of work.
- Badger Meter will attend periodic interface and integration meetings with FCWS and all involved vendors to discuss and resolve issues related to integration and interfacing.
- All data transfer will be accomplished using an automated export and import process that runs as a service.

6.5.2 Installation Data (Int #3a):

- PVI will provide the installation data in a Munis friendly format to the County. This data will be transported from PVI's TrackPoint system and Munis through an automated interface. The County will use the billing interface so that it can be entered into the BEACON AMA system. PVI and Badger Meter will work collaboratively with the County and Tyler Technologies to facilitate these transitions to be as smooth as possible.
- The County, Tyler Technologies, PVI and Badger Meter will provide customer account and meter data which will be used to form meter exchange work orders in TrackPoint.

6.5.3 Software:

- The software will include BEACON Advanced Metering Analytics (AMA), MDMS, and EyeOnWater Consumer Engagement portal. The software will provide a consumer engagement module, EyeOnWater, that includes online access and a smartphone application, which provides usage information to the

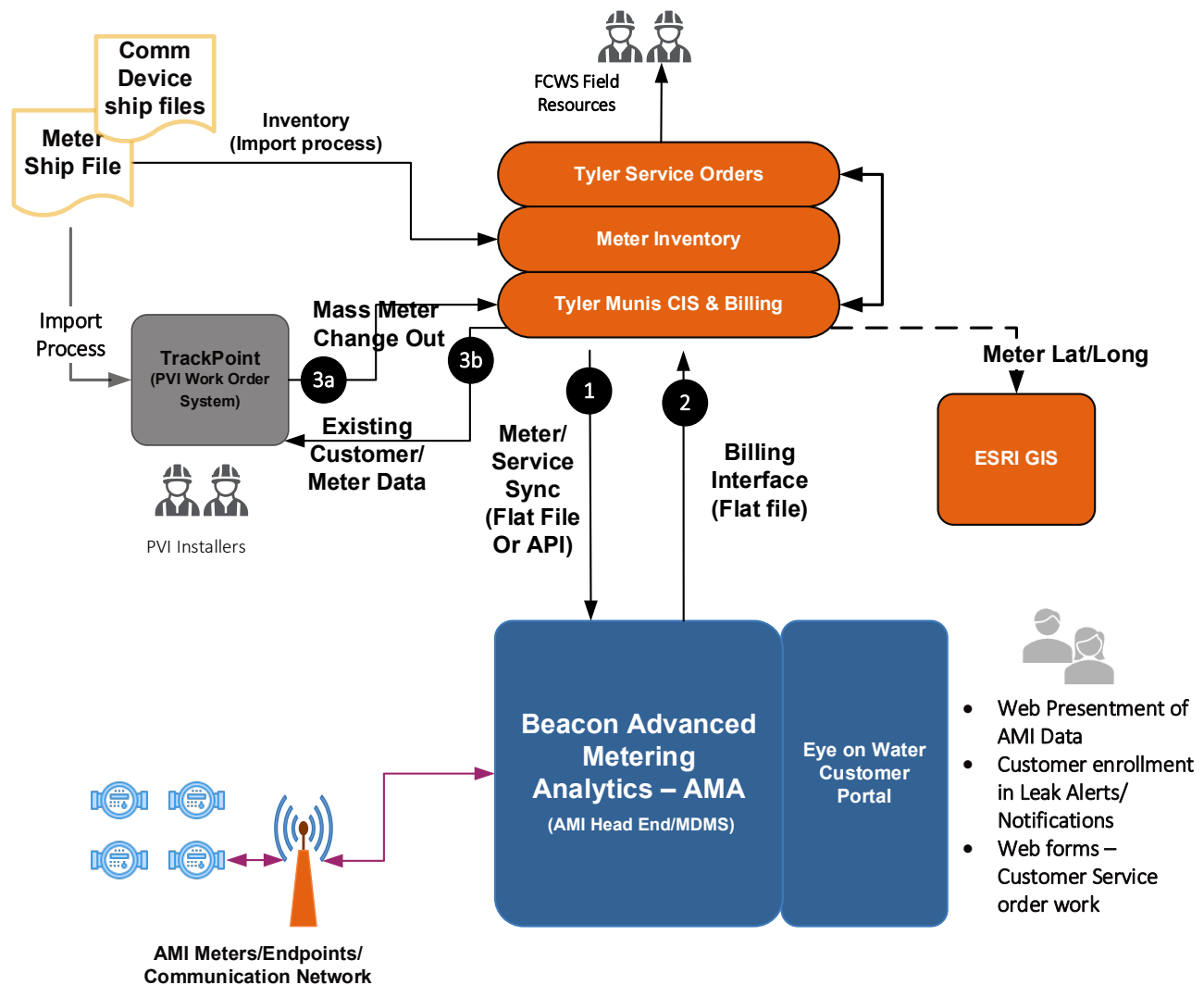


Figure 2: FCWS AMI Integration Reference Architecture

6.5.4 Testing:

- The main objective of testing is to prove end-to-end testing across all software functionalities. This includes but is not limited to applications of field devices through the communications network to BEACON AMA; Meter Installation Vendor's WOMS to billing system; and billing system to and from the BEACON AMA integration dataflows. This ensures that specified integration requirements are met, and data is accurate and timely. This phase of testing requires a sandbox testing environment to test the meter installation interface, BEACON AMA, customer portal, and billing system hardware and software system components.

Badger Meter has sample test plans available upon request to the County and Tyler Technologies. However, County and Tyler Technologies are responsible for developing and executing all test cases in each respective system.

6.5.5 Testing Responsibilities:

Badger Meter	The County and Tyler Technologies
<ul style="list-style-type: none"> • BEACON AMA billing interface requirements and specifications • Review and analyze requested field data • Work with County and Tyler Technologies on data setup and questions • Help troubleshoot BEACON-related issues and questions. • Provide sample test plan • Support test case execution and validation for BEACON AMA 	<ul style="list-style-type: none"> • Billing system test environment and support • Develop test cases for BEACON AMA integrations and use cases (e.g., meter changeout, inactivations) • Verification of physical meter and endpoints (first article testing) • Test case execution and validation of BEACON AMA integrations and use cases. • Execute test cases • Validate results

6.6 Test Execution

- Badger Meter shall conduct a test planning workshop and the outcome shall be the test plan deliverable. The test plan shall include co-developed test scripts and scenarios for all testing cycles which includes system integration testing for all interfaces in scope, application testing, user acceptance testing and IDA acceptance testing.
- Approach for validating interface prior to starting installations will include three phases as follows before moving into the IDA:
 - (i) Application Testing (AT).
 - (ii) Systems Integration Testing (SIT); and
 - (iii) User Acceptance Testing (UAT).

6.6.1 Application Testing:

During the AT phase, each individual interface will be tested to ensure agreed upon configurations and performance to the solution requirements specification.

- Badger Meter will provide a specified format to the MUNIS system to create a 'sync' file and the MUNIS system will be programmed to create the sync based on required Badger Meter layout for BEACON AMA.
- Badger Meter will test the configuration and functionality of the full sync file processing in BEACON AMA as well as the generation of the billing reads file.
- The County or PVI will test the functionality of the Work Order Management System (WOMS) (including MUNIS full sync file to the WOMS, Return to Utility (RTU) report, web interface and generation of the meter exchange/MMCO, file to MUNIS specifications).
- Tyler Technologies will test the functionality of generating full sync files (meter and account data) to BEACON AMA as well as the return and processing of the AMI billing reads.
- PVI will work with Badger Meter to test the functionality of processing MUNIS's meter and account (sync) data and creating AMI read data for MUNIS.
- An initial set of meters will be delivered to the County to ensure that each meter is properly inspected for configuration, materials, functionality, and identification. These meters should be installed to conduct the full integration testing.

6.6.2 System Integration Testing (SIT):

The main objective is to prove end-to-end testing (meter reading to customer bill) across all software applications of field devices through the communications network to BEACON AMA as well as test PVI's WOMS to MUNIS and MUNIS to and from the BEACON AMA interfaces. This ensures that specified integration requirements are met, and data is accurate and timely. This phase of testing requires a sandbox testing environment to test the WOMS, BEACON AMA, customer portal, and MUNIS's hardware and software system components.

- During this phase, it is also recommended to perform "real world" testing that validates whether the system can support daily business operational and user requirements (e.g., new services, inactivation, route changes).
- Here is a general testing sequence which can be finalized during the Testing Definition workshop:
 1. Badger Meter will provide a general format to the County's MUNIS Software system to create a 'sync' file and the MUNIS Software system will be programmed to create the sync based on required Badger Meter layout.

2. Once that Sync file is created, Badger Meter will manually review the file against the Badger Meter format to identify any errors to be corrected by Tyler Technologies
 3. Once the County and Tyler Technologies approves the file, the file is imported to a BEACON AMA test system to validate data format and content accuracy the file will be passed to Badger Meter for final approval.
 4. Upon Badger Meter approval, a sample billing read file will be created for testing, within MUNIS's test environment. The billing read file is then verified in MUNIS and the interface will then be deemed production (or UAT) ready.
- With the assistance of Badger Meter, the County will document test cases for each system integration interface scenario and manage the end-to-end integration testing of all solution interfaces. Multiple test cases covering all possible scenarios (sizes, retro, etc.) will be developed and executed, such as the following:
 - PVI to MUNIS: MMCO
 - PVI will create various MMCO files, and validates MUNIS's required format is accurate
 - Various MMCO files imported to MUNIS's test environment will be validated for successful import and all appropriate MUNIS data fields are updated
 - MUNIS to BEACON AMA (sync and reads)

6.6.3 User Acceptance Testing (UAT):

Use cases and test cases will be co-developed by the County to cover the primary AMI and MUNIS billing scenarios. Thorough UAT will capture potential inconsistencies and facilitate resolution. New and redesigned business processes may also be tested during UAT.

- To minimize risk, a small set of the County's employees may be asked to participate in having a new meter installed at their homes so that metering hardware can be field deployed and tested. Once the application, system integration, and user acceptance testing has been completed, the County will install meters in the IDA for testing before mass deployment starts. This allows for validation of daily reads and general daily operation monitoring and testing on a small and controlled scale.

For each testing activity, any severity 1 or severity 2 issues shall be resolved before moving to the next testing cycle. Additionally, there shall not be any new severity 1 or 2 issues surfaces over an agreed upon number of consecutive days.

6.7 IDA Acceptance

After successfully completing the IDA phase and prior to the commencement of mass deployment, PVI shall install a defined set of meters and endpoints on one or more of the County's routes, following the installation procedures proposed by Badger Meter.

- At least two months in advance of planned installations, the County must provide the details of the accounts to be released.
- Badger Meter will place an order for products based on the determined meter sizes in the route released by the County, and in parallel, PVI will begin mobilization of on-site resources for meter installations deployment.

IDA test cases and acceptance criteria for BEACON AMA and Badger Meter products will be identified and developed during the test planning workshop (Interface Test Planning). Business process changes and improvements will be tested during this IDA phase so that they can also be debugged prior to a mass deployment. This provides the users time to adjust to new processes and procedures and builds a familiarity with the new systems and methods to be employed that will help ensure a smooth transition to the new BEACON AMA system.

Test Phase	Badger Meter Responsibilities	Responsibilities of the County
IDA	<ul style="list-style-type: none"> • Co-develop test cases/acceptance criteria • Support test case execution and validation 	<ul style="list-style-type: none"> • Account identification • Co-develop test cases/acceptance criteria • Execute test cases • Validate results

The start of IDA acceptance will commence no longer than 10 Business Days following the County's approval of UAT. The County, along with guidance from the Badger Meter project manager shall evaluate the procedures for public notification, scheduling installations, meter and endpoint installation, data transfer to MUNIS=, meter reading over the system, installation data management, and problem resolution to ensure they are working and effective.

In addition, the County may require modification to any procedures that it deems are deficient, ineffective, or otherwise unacceptable to the County. No work will commence on other routes until the AMI system equipment is deemed operational and approved by the County to performance requirements on the test route, the project control procedures, and systems.

Badger Meter recommends the following activities to be included as part of the IDA effort:

- After the first day's installation, a "live test" meter swap file is generated and will be processed through the County's MUNIS test environment, and once approved will be processed into their live production environment.
- PVI will perform a network analysis on the first day's installs to validate all installs from that day are online and communicating properly with BEACON AMA.
- BEACON AMA integration will then be completed with generating a live sync file from MUNIS to BEACON AMA. BEACON AMA will then provide a billing read file, which will be imported into the County's MUNIS.
- The team will review all procedures used and results to identify potential changes required prior to the start of mass deployment.
- Badger Meter can provide a brief training overview of BEACON AMA to the County upon the successful completion of MUNIS integration being conducted by PVI, Tyler Technologies, the County and Badger Meter.

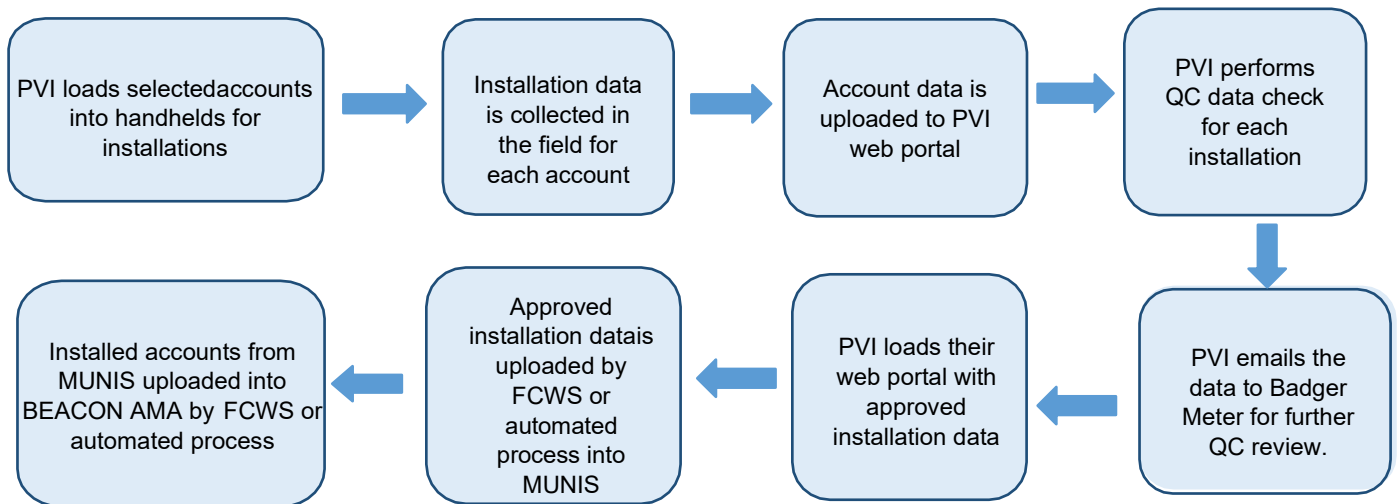
Badger Meter and PVI will provide full project support throughout the entire IDA phase to ensure all support necessary to ensure a successful implementation and eventual rollout to the full-scale deployment phase.

Upon successful review of the BEACON AMA system by the County, Badger Meter will request a formal acknowledgement by the County's project manager to allow the beginning of the full project deployment along with the release of all additional routes for meter installations.

6.8 Data Workflow

6.8.1 Installation Data Workflow: Standard Operating Procedure

- The following flow chart displays how the installation data will move throughout the project beginning with PVI's database to its installer(s) back through its checks and balances system, out to its web portal for customer access and finally into MUNIS and BEACON AMA.



- The above Workflow is subject to change. This may vary from the requirements within the Request for Proposal document.
- Once the IDA is complete, the meter exchange process following the IDA will be automated through web-services. Solutioning for these integrations will take place during the project.
- This section will supersede other references to this workflow within the Statement of Work document or within Section 6 as noted below.

For information on the Software, Interfaces, & Testing and Proof of Concept; please see Section 6 of the overall SOW.

7. Endpoint Acceptance Criteria of Badger Meter Deliverables

To facilitate endpoint installation acceptance, on a monthly basis, Badger Meter shall provide the County with an electronic submission of a list of verified installation data which includes installations completed in the prior month. Following the County's receipt of the data, each installation set forth therein will be accepted by the County provided the following occurs:

- (1) Satisfactory inspection by the County to be completed within 15 calendar days.
- (2) Endpoints will be tested for one successful daily register read via the cellular network, including accurate identifiers, and reading values, and matching work order data supplied via the installation files in an agreed upon format each 24-hour period for two (2) consecutive days.
- (3) If an endpoint fails any single 24-hours period, it will go back to the test pool
- (4) If an endpoint passes both 24-hour periods (48 hours) it will be deemed endpoint accepted and can be included in the month end invoice.

7.1.1 Installation Conditional Acceptance:

Within 15 calendar days from its receipt of the installation data, the County will promptly notify Badger Meter of any installations set forth that do not meet the County's acceptance as listed above so that Badger Meter may resolve any discrepancies. If, with respect to installations set forth, the County does not (1) inspect the installations; (2) attempt to obtain confirming readings; or (3) confirm that the correct information for the installations have been captured in MUNIS, in each case, within 10 Business Days of the County's receipt of the installation data, through no fault of Badger Meter, the installations set forth shall be deemed by the County to be conditionally accepted.

7.1.2 Payments:

Monthly, Badger Meter must provide the County with an electronic invoice that itemizes conditionally accepted installations and affirmatively accepted installations and any authorized additional work for which payment has not yet been processed. All acceptable invoiced items shall be processed and paid for by the County. If, at any time within 12 months after the County's acceptance of any installations, the County finds with respect to such installations that such installations do not meet the criteria of acceptance set forth above, then the County must remand the work to Badger Meter for correction, which Badger Meter must do at its own expense. Provided, however, that if, in performing such corrections, Badger Meter replaces equipment provided by Badger Meter, or repairs the installation of equipment which, in either case, is not covered by warranty, Badger Meter may invoice the County for the same.

Milestone Acknowledgment: Written acknowledged of project milestones met thought the project will be provided by the County to Badger Meter as requested by the Badger Meter project manager within seven (7) Business Days of the request.

8. System Performance & Acceptance

8.1.1 IDA Installation Phase

During this phase, the County will test meter and endpoint configuration on approximately 20 of the first 500 meters installed. The County will test each meter / endpoint for proper configuration of alarms and meter resolution. The tests will rely on the use of the BEACON AMA to view meter register and interval data being received and displayed in BEACON AMA. The County will induce alarm conditions, as they are able, to view the alarm condition received in BEACON AMA. The County anticipates this testing will take 10 Business Days after meter / endpoint configuration and installation and having access to BEACON AMA.

Issues identified during this phase such as meter / endpoint configuration discrepancies, meter resolution discrepancies, completeness of register / interval data receipt must all be resolved or accepted by the County before entering the full deployment phase.

Prior to the commencement of full-scale installation, PVI shall replace meters and install endpoints on one or more of the County's routes, as determined during the Pre-Construction Meeting, following the procedures proposed by Badger Meter. During this test and for a period no longer than 10 Business Days following it, the County and Badger Meter shall evaluate the procedures for public notification, scheduling installations, meter and endpoint installation, data transfer to MUNIS, meter reading over the system, installation data management, and problem resolution to ensure they are working and effective. In addition, the County may require modification to any procedures that it deems are deficient, ineffective, or otherwise unacceptable to the County. No work will commence on other routes until the AMI system equipment is deemed operational and approved by the County to performance requirements on the test route, the project control procedures, and systems.

8.1.2 Minimum System Performance Acceptance Criteria

- Read Success - register read per meter 98.5% of provisioned accounts for which cellular coverage has been confirmed as outlined in the RFP within a three (3) day period over 35 days.
 - No severity 1 or severity 2 system integration or configuration issues unresolved.
1. At least three months in advance of planned installations, the County must provide the details of the routes to be released.
 2. Badger Meter, the County, MUNIS, and PVI will complete the full interface work within three to four months.
 3. Badger Meter will place an order for products based on the determined meter sizes in the route released by the County, and in parallel, PVI will begin mobilization of on-site resources for meter installations deployment.
 4. Badger Meter will establish the County's BEACON AMA portfolio and ensure proper testing with the County, PVI, and MUNIS to ensure proper data flow between all applicable systems.
 5. After the first day's installation, a "live test" meter swap file is generated and will be processed through the MUNIS test environment, and once approved will be processed into their live production environment.
 6. PVI will perform a network analysis on the first day's installation to validate all installs from that day are online and communicating properly with the BEACON AMA system.
 7. BEACON AMA integration will then be completed with generating a live sync file from MUNIS to BEACON AMA. BEACON AMA will then provide a billing read file, which will be imported into MUNIS.
 8. The team will review all procedures used and results to identify potential changes required prior to the start of full deployment.
 9. Badger Meter can provide a brief training overview of the BEACON AMA system to the County upon the successful completion of the MUNIS integration being conducted by PVI, MUNIS, the County, and Badger Meter.
 10. Badger Meter and the PVI team will provide full project support throughout the entire initial deployment phase to ensure all support necessary to ensure a successful implementation and eventual rollout to the full-scale deployment phase.

Upon successful review of the BEACON AMA system by the County, Badger Meter will request a formal acknowledgement by the County's project manager to allow the beginning of full project deployment along with the release of all additional routes for meter installations.

The IDA phase will not be considered complete until the County has successfully billed (Either live billing to utility customers as determined by the County). Successfully billed will mean that the BEACON AMI system is properly integrated to MUNIS and provides a valid and correct meter reading within a 72-hour billing window for at least 99% of the meters identified for the IDA Installation Phase.

9. Meter Installations Specifications

- Endpoints are to be mounted through a composite lid in a meter pit by PVI.
- Please note: Endpoints must be installed per the ORION Cellular Water Endpoint Installation Manual.
- All installation crews will always carry the County's badge with them.
- Installation Schedule Availability: Installers will be available for evening and weekend installations as needed (specific hours and days for work during the pre-construction meeting can be discussed to ensure all teams agree with stated times and working conditions based on sunlight available year-round).
 - Regular schedules include Monday through Friday from 8:00 a.m. until dusk. as well as additional hours/days necessary to provide appointments for residents who are not available during normal business hours. All work shall be performed during daylight hours.
 - Number of crews for installations shall be proposed to the County during the pre-construction meeting by PVI and Badger Meter.
- Installation Quality Control
 - PVI shall inspect the meter setting, piping, and valves before the installation of a meter.
 - PVI shall have a full-time onsite quality control employee that will be visually checking 100% of the installations
 - If any work is required, PVI will need to stop the installation and notify the County of the issue(s) found so that they can complete the work.
 - If the installation cannot be completed, the installation manager shall contact the County's field contact immediately to ensure that the installation can be reviewed, and the work can be completed.
 - Badger Meter and PVI shall be responsible for the repair of damage caused directly by the installation. Any workmanship complaint within three feet of the meter box must be filed within one year from the installation date.
- Installation Data
 - The meter team at the County will need to work with PVI and Badger Meter to do their best to determine what meter sizes will be needed at what location and in what quantities overall so that orders can be placed accurately and timely.
- PVI WOMS collects the following data per Badger proposal Attachment D, Requirement #33. Badger/PVI will collaborate with FCWS to confirm the installation workflow and requirement data and photo capture.
 - Date & time the order was initiated and completed
 - Final read of old meter
 - Old meter number
 - New meter number
 - Endpoint ID
 - GPS coordinates (submeter accuracy)
 - Meter location code

- Meter reading code
- Results of tamper inspection
- Comment section
- Photos of new installation – found meter, meter read, completed meter and other photos as mutually agreed

- Lead and Copper Survey information (see RFP requirement Attachment D, #42) - Pipe material (upstream and downstream) – Inlet and outlet pipe type to meter (Copper; Copper with lead solder; galvanized iron; plastic; PVC; PEX; other). The lead and copper survey data collected shall be provided in a CSV file or agreed upon standard format. The file shall contain but not limited to the following data:
 - Location information – address
 - Upstream service line material (non-lead plastic, non-lead copper, lead – galvanized, etc.)
 - Downstream service line material (non-lead plastic, non-lead copper, lead – galvanized, etc.) Notes.
 - Photo after scratch test
- FCWS will provide locations where the lead and copper survey are to be conducted. It is estimated to be about 10,000 premise locations. All locations are in the older sections of FCWS service area.

- Meter and Endpoint Installation Schedule
 - 12-month installation schedule of 500 meters for IDA:
 - Start the full deployment phase including ramp up and down according to the schedule in Section 5.
 - Approximately 1,500 to 2,000 installations per month

- PVI uses a customized work order system designed specifically for quality control of both meter installation workmanship and data. The system is built around a group of seasoned data analysts that are assigned to specific projects. The data analyst assigned to your project will work closely with the utility billing department throughout the project to ensure any data integration issues are handled swiftly and correctly. All data is captured wirelessly via cellular handheld devices and posted to an online repository that is accessible by the County within minutes of installation. Although PVI receives real-time data and photos from the field, all data is stored, reviewed, and certified before being released into the County's CIS system via our meter exchange process. PVI's QC process utilizes a certification engine to ensure data quality where automation makes sense, but the photo inspection process is only performed by PVI team members scanning through a minimum of five-meter photos per account. PVI's Data Management Operations are broken down into 6 categories as follows:

Data Collection	Quality Assurance / Quality Control	Meter Exchange Integration with CIS System
Inventory Management	Reporting To Customer	Commissioning and System Acceptance

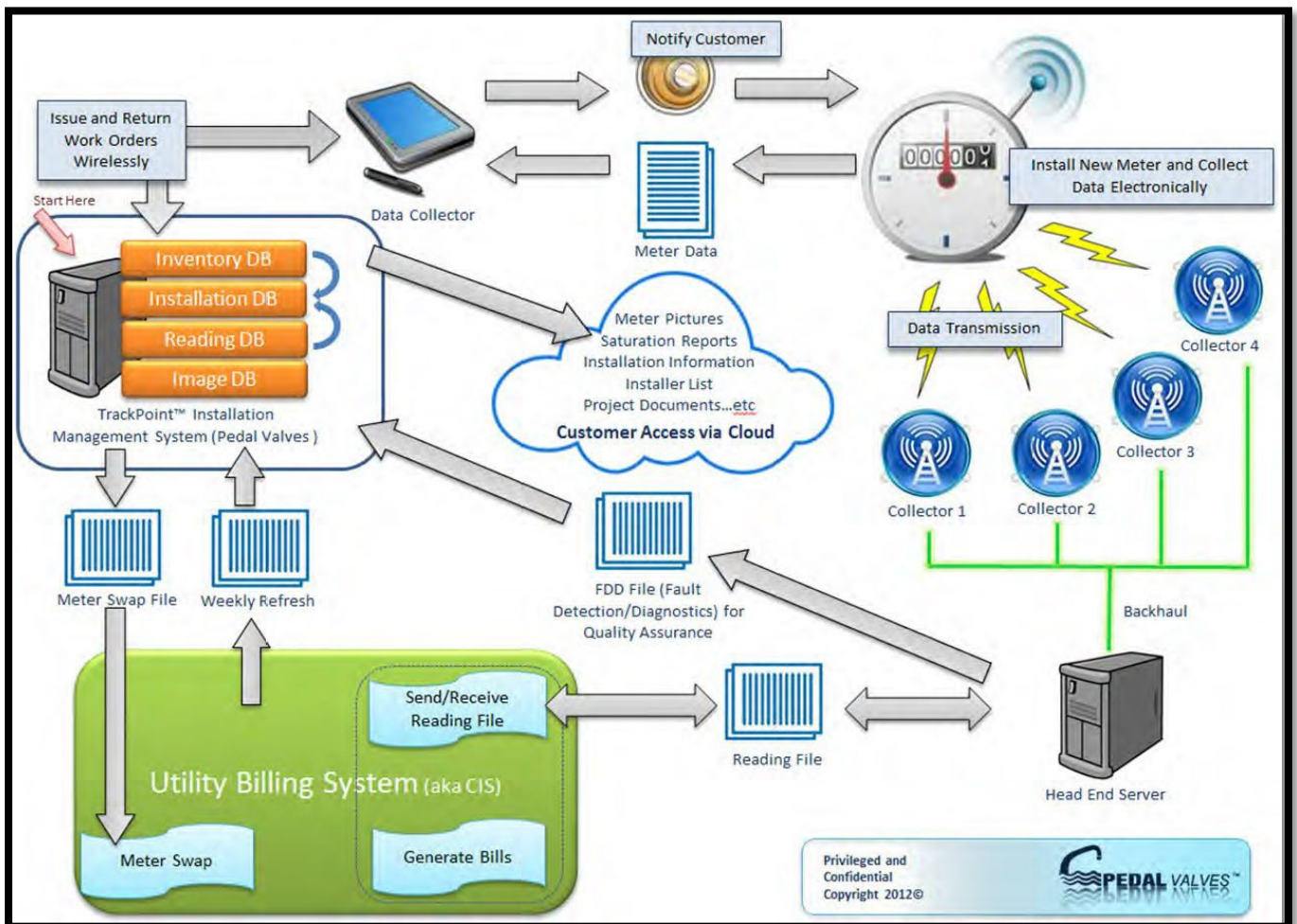
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- Below is an overview of the PVI work order system known as TrackPoint:



- Inventory Management

The best way to track assets going into the County's system is to know exactly what product is on hand before it is installed. This small but often overlooked component can create large problems when left unmanaged. PVI goes through a data procurement process before each project begins. All inventory data (endpoint id, meter size, type, serial number, model, register ID, etc.) is imported into the PVI database when the product is received and then monitored throughout the project. Every asset in PVI's possession is scanned and matched against inventory before it leaves the warehouse. As these components are installed, the meter is flagged as installed in inventory and begins the QA/QC process that we term "certification."

10. Installation Services Statement of Work

Section 10 describes the services to be performed by PVI. The services described shall be in accordance with the Badger Meter proposal response to the FCWS AMI RFP, Attachment D – Meter Installation Services.

10.1 Outside Meter Installation

Installation of outside set small, intermediate, and large water meters sized 5/8 x 3/4 inch through 10 inches.

10.1.1 Scope

- Small meters (up to and including 1 inch), intermediate meters (1-1/2 inch and 2 inch), and large meters (3 inch and larger).
 - Utilize an electronic WOMS for work order assignment and data collection.
 - Validate that the meter serial number and address match the WOMS data.
 - Remove the old meter and gaskets and replace with a new meter, gaskets, and endpoint device.
 - Take the following pictures and store in the WOMS:
 - Found Meter
 - Old meter serial number
 - Old meter final read
 - New meter installation
 - Post-installation area
 - Activate the endpoint.
 - Digitally record old meter and new meter/endpoint information.
- Retrofit of Small Meters (up to and including 1 inch) and intermediate meters (1-1/2" and 2"), and large meters (3 inch and larger).
- Meter box cover removal and installs
- Meter box replacements and meter box leveling as needed
- Minor meter set piping repairs such as shutoff valve replacements and meter connector replacements (as required). FCWS will provide shutoff valve specifications for PVI to use for sourcing this equipment.

10.1.2 Deliverables

- Provide electronic change out data to the County.
- Field Deployment Plan which details the installation effort operating procedures to include but not limited to:
 - Staffing and Badging
 - Installation Training
 - Key contacts
 - Production plan and target dates
 - Installation Hours

- Can't Complete, Return to Utility (RTU) and escalations
- Customer Communications
- Call Center processes
- Claims process
- Health and Safety reporting and tracking
- Installation procedures
- Equipment Meter Inventory Management

10.1.3 FCWS Replaced Meter Storage and Recycling Process

- PVI captures digital photos of all meters replaced and captures a photo specifically of the register reading (and serial number) of the replaced meter. This photo is used to resolve potential billing discrepancies post-installation. In addition to digital photos, PVI will isolate all replaced meters for a minimum of seven days after the new meter is installed to an area reasonably accessible for emergency recovery. After the seven-day "backup" period, PVI will move meters to a secondary storage bin for recycling. This is a cyclical process. Meters from week 1 will be moved to secondary storage at the beginning of week 2. Meters typically remain accessible for emergency recovery for a period of 30 days in the secondary storage container.

10.1.4 Context

- All meters being replaced are like for like (same size, lay length, etc.).
- Badger Meter can accept a 90 percent route saturation/completion before being provided additional routes, provided all route releases will be at a minimum 5,000 accounts per release to ensure a steady installation pace to meet the schedule requirements.
- Additional installation items will be made available by The County. Badger will provide meters, endpoints, lids, etc. Badger will maintain a minimum of a six-week supply of meter inventory, based on the planned installation schedule, always.
- PVI will make a minimum of three attempts to exchange a meter before returning the job back to FCWS. All attempts will be recorded in TrackPoint. After three attempts, PVI will work with FCWS to determine the best course of action.
- The County will provide required support and resolve meter assist/RTU/escalation requests within five business days of notification. When the County cannot resolve within a reasonable period, PVI may return the meter to utility (County) (RTU) and remove it from PVI's scope. At the County's discretion/request and before PVI demobilization, PVI can complete the installation at the standard miscellaneous hourly rate.
- Any unique customer accounts requiring special handling shall be explicitly identified by the County.
- Recommended pictures are noted above; however, PVI can take additional photos if required.

- Most work will occur during normal, approved work hours. However, scheduled appointments for intermediate and large meter replacements may occur outside normal work hours with no additional cost to the County.
- This project will comply with the Davis Bacon Act as applicable. FCWS is using American Rescue Plan Act funds for this project.
- All residential meters will be released by the County in route read order. The County will provide a meter-reading/blackout schedule before the project start date.
- All work will be completed in a single visit plus three (3) attempts. Any subsequent visits will be subject to the applicable hourly rate outlined in the contract.
- Extra work will be performed per the standard hourly rates or remediation services unit pricing outlined in the contract. Hourly pricing and remediation services unit pricing is applicable for the initial customer visit only.
- Once the project starts, any work stoppages/material inventory shortage beyond PVI's control will be subject to the hourly rate outlined in the contract for each role. Any additional warehousing, housing or material costs will be invoiced separately.
- If PVI must demobilize from the project before project completion, remobilization and pricing is subject to change.
- All incoming meters are quarantined for 1 week, for PVI to perform QA/QC. After installation, all removed meters will be moved to another location in their warehouse and held for up to 90 days. PVI will log the locations of these meters in case retrieval is needed during this time.
- All meters located in confined space as defined by OSHA will require additional time and personnel to complete the change out. A Confined Space Adder fee will apply to these installations.
- County will assist with unsafe meter installations or other unusual circumstances.
- PVI will only be responsible for the repair of damage caused directly by PVI services.
- Return to Utility (RTU) Fee will be charged if PVI attempts to complete a work order and must send the uncompleted work order back to the County because the service connection requires additional work or assistance.

10.2 Outside Meter Retrofit (Encoder, Endpoint & Lid)

Retrofit of large water meters (larger than 2 inch) to be determined by the utility, all types including but not limited to Positive Displacement, Turbine, Mag, and Compound meters.

10.2.1 Statement of Work (All Meters up to 10")

- Utilize an electronic WOMS for work order assignment and data collection.
- Validate that the meter serial and address match the WOMS data.
- Remove the old endpoint and replace it with a new endpoint.
- Take the following pictures and store in the WOMS:

- Date & time the order was initiated and completed
- Final read of old meter
- Old meter number
- New meter number
- Endpoint ID
- GPS coordinates (submeter accuracy)
- Meter location code
- Meter reading code
- Results of tamper inspection
- Comment section
- Photos of new installation – found meter, meter read, completed meter and other photos as mutually agreed

10.2.2 Deliverables

- Provide electronic change out data to the County.

10.2.3 Context

- Badger Meter will adhere to MUNIS's upload file format for retrofits.
- Recommended pictures are noted above, however, Badger Meter can take additional photos if required.

10.3 Professional Services

Professional services to include warehousing facilities, printing, and storage.

10.3.1 Scope

- Warehouse space and project office space to be provided by PVI.
- PVI will provide and place all post installation door hangers for meter installation services.
- Includes PVI inventory management services.

10.3.2 Context

- All customer notification letters and mailings will be delivered by the Badger/PVI and tracked / monitored.

10.4 Electronic Mass Meter Change Out (MMCO) Interface

Electronic MMCO Interface pricing is included in all installation and retrofit applications.

10.4.1 Scope

- Obtain MUNIS's meter and account data.
- Perform data gap analysis to identify missing and/or improperly formatted data.

- Load MUNIS data into TrackPoint, PVI's WOMS.
- Load new meter and endpoint inventory data into TrackPoint.
- Perform data QA/QC validity audits on meter exchange data collected.
- Perform network validation QA/QC on installed meters/endpoints.
- Troubleshoot and correct data exceptions.

10.4.2 Deliverables

- Generate MMCO files with validated installation data and properly formatted to the required specification.
- Transmit the MMCO files periodically to the County for processing in MUNIS.

10.4.3 Context

- The County will provide MUNIS meter and account data electronically (csv or Excel format preferred) for all active and inactive meters.
- The County will provide authorization to Tyler Technologies to enable PVI to work with Tyler Technologies to establish and test a mass meter change out interface.
- County will pay for all Tyler Technology fees per the approved scope of work if required to set up and test a mass meter change out interface in the County's production (and test if available) environment.
- All MUNIS, MMCO, and billing read integrations will be completed before the planned installation start date.
- County will participate in final testing and acceptance of the mass meter change out interface.

10.5 Inventory Management

10.5.1 Scope

- Utilize a defined process to track and manage meter inventory throughout the project and will include the following:
- Warehousing
 - Provide all warehouse space
- Receiving
 - Receive, count, and quarantine as necessary all delivered meter materials
 - Record inventory serial numbers in PVI's WOMS-TrackPoint (when it arrives at the warehouse)
 - Verify and reconcile all products received against the packing list or bill of lading
- Daily Issue
 - Issue meter stock daily to field installation technicians

- Issue all meters and ancillary items from the secure storage facility to the field technician by PVI's project manager
- Track inventory that is transferred to the County
- Nightly Reconciliation
 - Perform a daily physical count by each field technician and validate counts against the daily production report
 - Confirm accuracy of the daily physical count by PVI's project manager
- Warehouse Reconciliation
 - Perform a weekly physical count and reconciliation of warehouse meter stock by the PVI's project manager
- Warranty Process (RMA)
 - All defective or questionable products are logged at the warehouse and an electronic file is created. RMAs will be handled by PVI and sent back to Badger
 - Meter for resolution. Inventory Forecasts
- Installation/inventory forecast
 - Meter delivery schedules are based upon the projected quantity of installers and installation rates. PVI recommended a six- to eight-week supply of inventory to be retained in the warehouse. PVI will work with Badger Meter to forecast meter ordering timing.

10.5.2 Context

- Space to house inventory to be provided by the PVI.
- County will provide information on disposal procedures. Any equipment or waste that is not accepted by the County is the responsibility of PVI.
- Temporary parking space for installer vehicles during early morning and late afternoon hours to be provided by the PVI.

11. QA/QC

PVI's Certification and Rules engine makes sure the data is "just perfect" for each unique record in the County's database. This means that PVI does not apply "blanket logic" to validate installations.

When PVI's mechanics complete the electronic work order, every effort is made to reduce the opportunity for recording error. The only number that needs to be manually recorded is the existing reading from the old meter. All other numbers are collected via barcode scanner and validated against the meter inventory file using PVI's TrackPoint software. By using the barcode number as the inventory key, PVI can minimize installation time and maximize data accuracy by inputting less data and pulling data from the file. By scanning the bar code, PVI receives the AMR/AMI number, the Serial number,

manufacture date, ship date (for warranty), test certification (up to six different flow rates), and a host of other data specifically for that meter. Due to the potential for manual error in recording the existing reading, PVI will request high and low reading thresholds for each account. If this data is not available, PVI can often analyze historical data to define baseline values. If the final reading of the old meter exceeds the threshold value, TrackPoint flags the account and sends out a warning for that meter and we recheck the data from the old meter. This functionality is controlled through PVI's meter Certification and Rules engine. The above steps ensure a smooth transition of accurately maintained data used in updating the billing system.

11.1 Customer Communications

11.1.1 Call Center:

We provide a local employee with monitoring all incoming calls daily during working hours. Additionally, we have a 24-hour response line that all calls are forwarded to handle locally. For outdoor meter installation projects, most customers do not require any scheduling needs. We will ask FCWS if they have a critical needs customer list as well. All critical needs of customers and commercial accounts will be scheduled in person by one of our field technicians or our Project Superintendent.

Call center scripts for typical customer interactions will be developed by PVI, reviewed, and approved by the County prior to commencement of meter installations

11.1.2 Mailers and door hangers:

PVI will draft and design content for the post card and door hangers for the County's review and approval. Additionally, PVI shall provide a list of customer addresses that post cards will be mailed for County's review and approval.

- Post card by mail one (1) month in advance with information about the impending meter exchange
- Post card by mail to customers if there is a delay in completing the installation
- Door Hangers - Install complete/not complete and reason install was not completed. Installer shall ring the doorbell or knock on the door after leaving the door hanger.

11.2 Customer Claims Process

11.2.1 Customer claims

Logged as work orders in the PVI WOMS. If a customer (either the utility or end user (resident/business) calls, PVI will log the call into the PVI WOMS. Depending on the severity classification of the issue, either an email or both an email and text message are sent to the PVI project manager for investigation. Upon resolution, the

customer is notified, and the work order is then moved to a “Closed” status and is available for historical reference.

11.3 Reporting to the County and Project Stakeholders:

PVI offers a host of reporting capabilities to the utility that keep the County informed during the project and enables the County real-time access to data in a variety of formations including web, FTP, email, cloud storage, etc. Custom reports regarding water theft, illegal connections, pit conditions, and other project issues are available upon request.

11.4 Daily Email Reports:

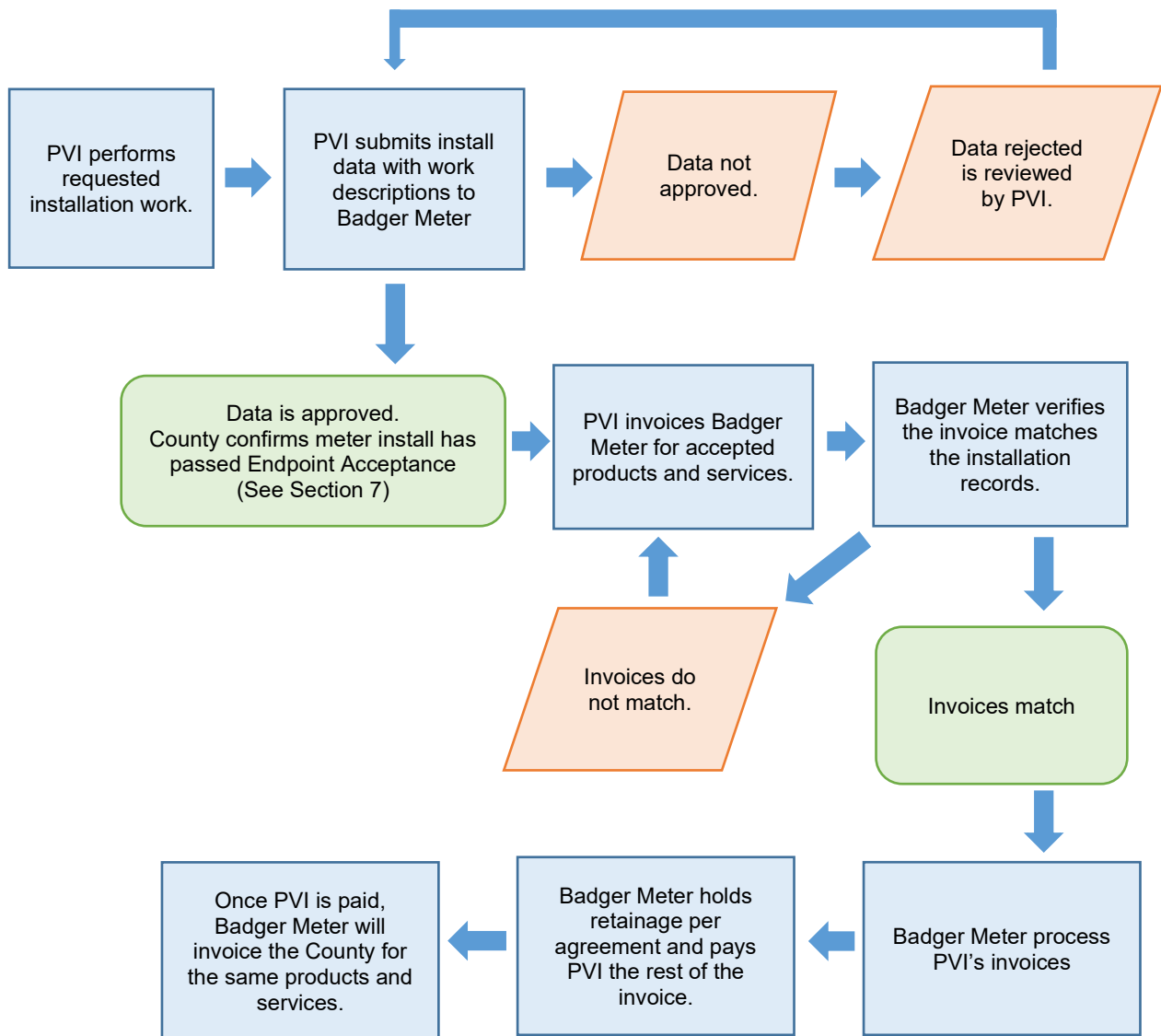
The County shall receive a daily report via email that contains the following information:

• Small meters installed	• QA/QC status	• Route saturation
• Large meters installed	• Percentage complete	• Custom route saturation
• Total meters installed	• Overall project summary	• Location access summary

12. Payments & Invoicing

11.1 Contractor Invoicing – Workflow

The below workflow diagram outlines how Badger Meter expects PVI to handle invoicing for installation work performed. PVI invoice Badger Meter for accepted installation work only.



PVI is required to submit documentation of installation work performed including but not limited to:

- Account number of installations

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- Work order ID
- Type of installation performed
- Type of product used
- Installation address
- Serial number of products installed
- Installation date and time
- Verification of QC check (as applicable)

Invoicing for non-installation related work will occur in the same manner with a work summary and detailed account breakdown included with PVI's invoice. Badger Meter will reject all invoices without proper work documentation.

11.2 Invoicing Procedure

- The parties shall agree on a standard billing format for the contractor to invoice the County for work performed and accepted. On a monthly basis, Badger Meter shall submit invoices to the County for work performed and accepted by the County.
- Badger Meter is responsible for all services being rendered on behalf of the County; the County will only be invoiced for services after they are completed. All product orders will be approved by the County before being placed and will be held on consignment by PVI (Badger Meter Installation Partner). Product Orders will be invoiced upon shipment throughout the project just like a normal product order outside of the project.

11.3 External Project Acceptance

All work outlined in the contract is performed to the acceptable standards of the County.

- **Installation Invoices:** Badger Meter receives installation data from PVI via email based on installation data once per month. The Badger Meter project manager and the project management office will check installation data for errors. Validated installation data will be provided to the County for approval. Badger Meter will then approve the invoices from PVI and have the Badger Meter project management office forward to the Badger Meter accounts payable department for processing. At the end of each month, the Badger Meter project manager will create a pay request. Once the pay request is approved by the County, the Badger Meter project management office will work with the Badger Meter customer care representative to generate the County invoice that will only be generated for internal purposes. Once that internal invoice is generated, it will be reviewed and approved by the Badger Meter project manager.

12. Change Management

- A change in scope can generally be defined as a requested alteration to a project that influences the cost, schedule, quality, performance, or reputation of the project. Any change not covered in the project scope can be considered a scope change.
- In the event a change is needed, Badger Meter will follow the predefined change management plans outlined in the subsections below.

12.1 Internal Change Management

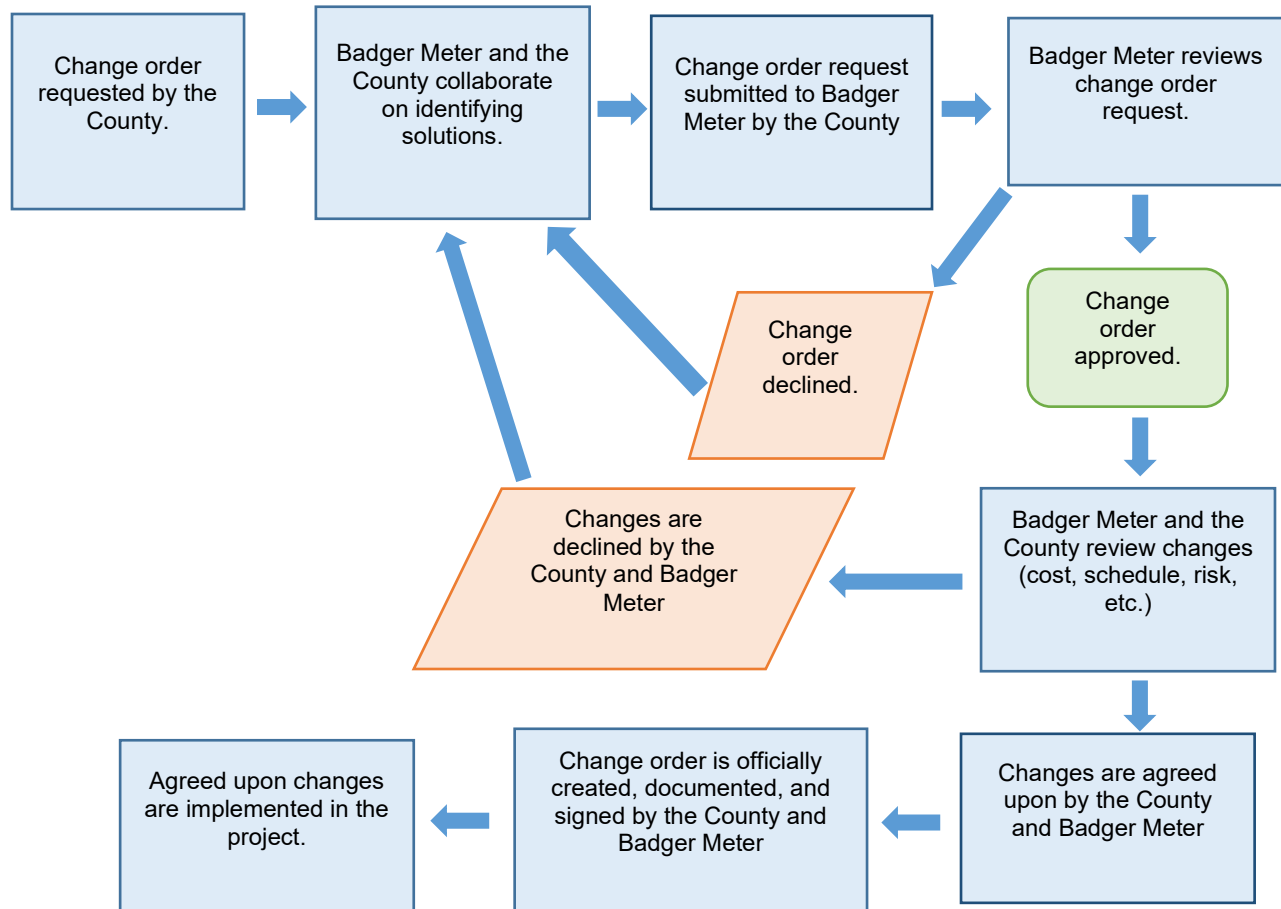
- Potential changes in scope will be reviewed by the following Badger Meter parties (as needed): PMO Manager, Project Manager, Account Manager, Bids and Contracts, PVI personnel along with the appointed personnel representing the County.

12.2 External Change Management

- If a change is initiated by the County, the change order process flow chart provided below will be used.

12.3 Change Order – Workflow

The below workflow diagram outlines how Badger Meter expects to handle change orders with the County for work performed on the project.



13. Training

Badger Meter prefers a “demonstrate and perform” type of training methodology. Badger Meter, along with PVI, will conduct introductory training to ensure that everyone at the County has a solid understanding of the BEACON AMA software, services, and products. Our subject matter experts can customize training agendas to fit the needs of the County that will provide more focused training sessions for each specific group. We also encourage the County to record each training session so that it can be used in the future for reference.

- All training will be conducted with the County’s BEACON AMA software and ORION Cellular endpoints.
- Training for PVI’s TrackPoint WOMS will also be conducted so County project team members can monitor, analyze, and track progress of the meter installation effort.
- Initial training sessions will include verbal or written tests for each trainee and evaluations of the training. Failures in either will be discussed with the County representative and sessions will be repeated upon the request of the County representative.
- Training documents, when applicable, will be provided by Badger Meter for all initial training sessions and, when applicable, for follow-up training sessions. All Badger Meter product literature, manuals, and installation documentation are available online at www.badgermeter.com and www.BEACONama.net for our cloud software platform.
- If the group of trainees is too large for one session, that session will be repeated to accommodate the size of the group or for office coverage. This may increase the total number of training hours for the project.
- Badger Meter proposes three training phases:
 - Phase 1: Endpoint installation for installation and BEACON AMA overview for billing clerks
 - Phase 2: BEACON AMA in depth training
 - Phase 3: BEACON AMA follow up and refresher
- FCWS will be using the Train-the-Trainer approach for training additional staff.

13.1 Subject Matter Expert Training

- Training will be performed on-site in Fayette County for all formal training sessions.

13.1.1 Sample One-Day Installation Training (Class of up to 20 people):

- The below agenda is for interface compatibility purposes. This goal is to create subject matter experts for endpoint installations. This obtained “early” knowledge received prior to the full deployment will assist in the guidance of training and deployment as the project progresses.

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	Overview of ORION Cellular	General explanation of how the endpoints function and interact with the BEACON AMA software	Key installers	Managers
30 min	Assets	Endpoints: <ul style="list-style-type: none"> • Available • Pre-provisioned • Provisioned 	Key installers	Managers
1 hour	Installation of meters and endpoints (in classroom)	<ul style="list-style-type: none"> • Installation considerations • Activation FOB • Installation form splicing wire • Endpoint status tool 	Key installers	Managers
4 hours	Installation of meters and endpoints	At meter locations and with trainer supervision	Key installers	Managers

13.1.2 Sample BEACON AMA Subject Matter Expert Training:

- This training occurs approximately two months after the subject matter expert installation training. It is dependent on the completion of the MUNIS and BEACON AMA interface using the data from the installed endpoints. The agenda below is for interface compatibility purposes. This goal is to create subject matter experts for the BEACON AMA software, testing, and data verification.

Times	Subject	Notes	Suggested Attendees
1 hour	BEACON AMA overview	General overview of BEACON AMA software	Key billing clerks, BEACON AMA administrators
1 hour	Monitor Page	Data verification and format	Key billing clerks, BEACON AMA administrators

1 hour	Data export	Extracting data via exporting. Custom report writing with export fieldsets.	Key billing clerks, BEACON AMA administrators
1 hour	Billing cycle	Steps of a billing cycle	Key billing clerks, BEACON AMA administrators
30 min	Users	Adding staff and assigning roles	Key billing clerks, BEACON AMA administrators
30 min	Questions		Key billing clerks, BEACON AMA administrators

13.2 Training Phase I: Endpoint Installation

- Endpoint Installation: Using Badger Meter documents and recommended practices, the installers are trained in the installation of meters and ORION Cellular endpoints for various applications. Training will include demonstration of the correct way to perform the installation, followed by observation of the trainee performing the installations. Each attendee will receive hard copies of the appropriate training material.
- Based on class size, the Field Installation training may be split into two groups (24 installers per group), with the first group being trained on Day 1 and the second group being trained on Day 2. The third day of training will be performing prerequisite BEACON AMA training with the billing clerks.

Sample Endpoint Installation Phase I Day 1 (First group) & Day 2 (Second group)

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	Overview of ORION Cellular	General explanation of how the endpoints function and interact with the BEACON AMA software	Installers, meter readers	Managers
30 min	Assets	Endpoints: <ul style="list-style-type: none"> • Available • Pre-provisioned • Provisioned 	Installers, meter readers	Managers

1 hour	Installation of meters and endpoints (in classroom)	<ul style="list-style-type: none"> • Installation considerations • Activation FOB • Installation form splicing wire • Endpoint status tool 	Installers, meter readers	Managers
4 hours	Installation of meters and endpoints	At meter locations and with trainer supervision	Installers, meter readers	Managers
1 hour	Review & quiz		Installers, meter readers	Managers

Total training: 7 hours

Sample BEACON AMA Overview Phase I, Day 3:

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
1 hour	BEACON AMA overview	General overview of BEACON AMA software	Billing clerks	BEACON AMA admin
2 hours	Billing cycle	Steps of a billing cycle	Billing clerks	County Customer service BEACON AMA admin
30 min	Users	<ul style="list-style-type: none"> • Staff • Customers • Manage EyeOnWater 	Billing clerks	County Customer service BEACON AMA admin
30 min	Questions		Billing clerks	County Customer service BEACON AMA admin

Total training: 4 hours

13.3 Training Phase II: BEACON AMA Software

- **Software Operation:** Software training is provided to different groups at different levels. The County and Badger Meter will develop a training plan that considers dates, times, number of trainees, and software features to be trained. Training documents will be provided by Badger Meter.

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- Billing clerk training will include all BEACON AMA subjects in order to complete a successful billing cycle.

BEACON AMA Software Phase II, Day 1 (Billing Clerks):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
1 hour	BEACON AMA overview	General overview of BEACON AMA software	Billing clerks	BEACON AMA admin
3 hours	Billing cycle	Includes import from: <ul style="list-style-type: none"> • MUNIS • Billing export to MUNIS 	Billing clerks	BEACON AMA admin
30 min	At A Glance	Modules and their features	Billing clerks	BEACON AMA admin
1 hour	Monitor	All sections covered: <ul style="list-style-type: none"> • Facets • Water usage graph • Downloads • Results/cards 	Billing clerks	BEACON AMA admin
30 min	Assets	<ul style="list-style-type: none"> • Endpoint status • Service • Utility settings 	Billing clerks	BEACON AMA admin
1 hour	Review/quiz	Includes evaluation of trainees' BEACON AMA knowledge	Billing clerks	BEACON AMA admin

Total training: 7 hours

BEACON AMA Software Phase II

Day 2 (County Customer Service – AM and PM sessions if desired by the County):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	BEACON AMA overview	General overview of BEACON AMA software	County Customer service	BEACON AMA admin
1 hour	At A Glance	Modules and their features	County Customer service	BEACON AMA admin
1 hour	Monitor	All sections covered: <ul style="list-style-type: none"> • Facets • Water usage graph • Downloads • Results/cards 	County Customer service	BEACON AMA admin
30 min	EyeOnWater	Review of EyeOnWater features	County Customer service	BEACON AMA admin
30 min	Assets	Endpoint status	County Customer service	BEACON AMA admin
30 min	Review/quiz	Includes evaluation of trainees' BEACON AMA knowledge	County Customer service	BEACON AMA admin

Total training: 4 hours

13.4 Training Phase III: BEACON AMA Software

- If needed, this phase will be used to train new BEACON AMA users, or it may be used for any additional training requested by the County.
- After a minimum of three to six months of using the BEACON AMA system, a three-day training will be coordinated between the County and the Badger Meter project manager. At that time, the County will provide a list of questions or list of items requiring further training. If there are additional BEACON AMA users requiring training, this session can be used for that. Training documents, when applicable, will be provided by Badger Meter.

14. Project Closeout

14.1 Project Completion

- In pursuit of closing out the project, the Badger Meter and PVI teams will follow these procedures:
 - Review all project deliverables and validate that the deliverables have been completed per the defined acceptance criteria (this will occur throughout the project).
 - Obtain substantial route completion signoff from the County throughout the project per the defined acceptance criteria (this will occur throughout the project). See Minimum System Performance Acceptance criteria defined in Section 8.1.2.
 - Substantial Route Completion (meter installations) is when 90% of Route has passed Endpoint Acceptance.
 - After the review of the list of accounts previously defined as RTU and upon mutual agreement, such accounts shall be removed from scope for the County to manage or rescheduled for PVI to complete.
 - Review any pending action items and agree on the resolution (this will occur throughout the project).
 - Review inventory status and disposition and discuss/resolve discrepancies (this will occur throughout the project).
 - Review financial status/budget, discuss/resolve discrepancies (this will occur throughout the project).
 - PVI to deliver all data and pictures obtained throughout the project to the County and Badger Meter.
 - PVI to deliver closeout/project book to Badger Meter and the County, which may include scope summary, technical documentation, and billing procedures, and provide account/route signoff summary and distribute list of key contacts.
- Should the County disagree on the completion criteria of any item, the following resolution methods are suggested:
 - A list of items of unacceptable work will need to be provided by the County to Badger Meter and PVI along with scheduling a meeting to review and discuss a proper solution and project closeout
 - Escalation path through PVI, Badger Meter, and the County for detailed discussion, contract review, and mutually agreeable resolution.

14.2 Project Closeout Activities

- During the installation project, as batches of accounts are installed, the County will be asked to review and provide signoff per route.
- Once all the routes have been substantially completed and signed off, a closeout meeting will be scheduled for all parties.

- Closeout Meeting Agenda:
 - Review project scope
 - Review final project deliverables and route completion
 - Review project metrics and overall project status
 - Review RTU list
 - Review any pending action items
 - Review inventory status and disposition
 - Discuss project documentation
 - Conduct project lessons learned session
 - Obtain formal acceptance of project completion
- Project Closeout Criteria:
 - All meter change outs processed in the system
 - All routes substantially complete
 - Meter data available in BEACON AMA
 - All inventory reconciled and dispersed
 - No pending action items
 - No outstanding assist/RTU accounts
 - Training of the County staff is completed
 - Installation pictures delivered to the County

Attachment A – Project Schedule

Fayette County, GA Schedule 11.3.2022

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Phase I: Planning, Pre-Construction Meeting, Integration, Pre-Installation Survey	212 days	Wed 2/1/23	Thu 11/23/23		
2		Award and Notice to Proceed	1 day	Mon 2/20/23	Mon 2/20/23		
3		Preconstruction Meeting	2 days	Tue 3/14/23	Wed 3/15/23	2FS+15 days	
4		Final propagation/coverage study	15 days	Tue 2/21/23	Mon 3/13/23	2	
5		Order Initial Deployment Equipment (500 Meter Sets + 25 units for Integration Testing)	1 day	Thu 3/16/23	Thu 3/16/23	3	
6		Order Initial Deployment DFW Lids (~500, 6-Month Lead Time)	130 days	Thu 3/16/23	Wed 9/13/23	3	
7		Begin Building and Shipping Phase II Equipment	110 days	Fri 3/17/23	Thu 8/17/23	5	
8		Order Phase III Equipment to Warehouse (~30,166 Meters, Endpoints, and Lids)	1 day	Fri 4/28/23	Fri 4/28/23	7SS+30 days	
9		Begin Building and Shipping Phase III Equipment	110 days	Mon 5/1/23	Fri 9/29/23	8	
10		Order Full Deployment DFW Lids (~30,166, 6-Month Lead Time)	120 days	Fri 4/28/23	Thu 10/12/23	7SS+30 days	
11		BEACON System Configuration	10 days	Thu 3/16/23	Wed 3/29/23	3	
12		WOMS Integration - MUNIS & Trackpoint	45 days	Wed 2/1/23	Tue 4/4/23		
13		Develop a Customer Communications and Public Relations Program	40 days	Thu 3/16/23	Wed 5/10/23	3	
14		BEACON Integration with Utility CIS, GIS and WOMS	65 days	Thu 3/16/23	Wed 6/14/23	3	
15		AMI Deployment Pre Installation Survey	165 days	Tue 4/25/23	Mon 12/11/23	2FS+45 days	
16		Phase II: Initial Deployment Area (IDA) Field Testing	103 days	Thu 9/14/23	Mon 2/5/24	6	
17		Receive AMI Equipment for Phase II Deployment	1 day	Thu 9/14/23	Thu 9/14/23	6	
18		Mobilization of PVI Initial Deployment Crew	1 day	Thu 9/14/23	Thu 9/14/23	6	
19		Training Phase I: Endpoint Installation	1 day	Fri 9/15/23	Fri 9/15/23	18	
20		Install Initial Deployment of the 500 Meters and Cellular endpoints	45 days	Mon 9/18/23	Fri 11/17/23	19	
21		Test System and Verify Acceptance of IDA Field Testing Installations	55 days	Mon 11/20/23	Fri 2/2/24	20	
22		Receive AMI Equipment for Phase III Deployment	1 day	Mon 10/2/23	Mon 10/2/23	9	
23		Initial Deployment Acceptance	1 day	Mon 2/5/24	Mon 2/5/24	20,21	
24		Notice To Proceed for Full Deployment	1 day	Mon 10/9/23	Mon 10/9/23	20SS+15 days	
25		Phase III: Full Deployment	383 days	Tue 2/6/24	Thu 7/24/25		
26		Training Phase II: BEACON Software	1 day	Tue 2/20/24	Tue 2/20/24	23FS+10 days	
27		Begin Install of ~30,166 meters, endpoints and lids	378 days	Tue 2/6/24	Thu 7/17/25	23	
28		Confirm 30,166 Meters Installed by 07/17/2025	4 days	Fri 7/18/25	Wed 7/23/25	27	
29		Substantial Completion	1 day	Thu 7/24/25	Thu 7/24/25	28	
30		Final Phase IV: Project Closeout	16 days	Fri 7/25/25	Fri 8/15/25	29	
31		Provide Final AMI System Cleanup	10 days	Fri 7/25/25	Thu 8/7/25	29	
32		Final System Testing	5 days	Fri 8/8/25	Thu 8/14/25	31	
33		Full System Acceptance	1 day	Fri 8/15/25	Fri 8/15/25	32	

Attachment B – PVI Data Management Methodology

Attachment C – PVI QA/QC Plan

Attachment D – Site Safety Plan



BADGER METER
BEACON SAAS MANAGED SOLUTION
MASTER AGREEMENT

Fayette County

This BEACON SAAS MANAGED SOLUTION MASTER AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2023 (the "**Effective Date**") by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("**Badger Meter**") , and Fayette County, a political subdivision of the State of Georgia, acting by and through its governing authority, with offices located at 140 Stonewall Avenue West, Fayetteville, GA 30214 and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer**").

(1) SERVICE. Badger Meter and its cellular service aggregator and data-hosting service providers ("**Suppliers**") have developed a hosted, on-demand, web-based service website ("**Portal**") accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers ("**Service**"), and documentation to assist customers in using the Portal and the Service ("**Documentation**"). This Agreement solely covers the BEACON SAAS and NAAS Services outlined here. All terms in this Agreement relate to this Service. In the event of conflicting terms related to the services between this Agreement and any other agreements, Customers Terms and Conditions shall apply.

(2) RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE. In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service ("**Authorized User**") and Customer's approved end-user water customers ("**Authorized Consumer**") the right to remotely access and use the Service from the Portal (as currently configured) for Customer's internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement. Any rights and obligations in this Agreement relative to Customer and its Authorized Consumers will only be in effect when Customer affirmatively enables the EyeOnWater Service.

(3) OWNERSHIP OF PORTAL AND SERVICE.

(a) Badger Meter Service. Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) Suggestions. If Customer provides Badger Meter any suggested improvements ("**Suggestions**") to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to



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provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter's rights in the Suggestions.

(4) TERM. The term of this Agreement begins on the Effective Date and continues for a fifteen (15)-year term unless earlier terminated in accordance with Section (16) of the Agreement (the "**Term**").

(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("**Service Fees**") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Taxes and Surcharges. Customer will be responsible to pay any sales, use, value added or excise taxes or surcharges resulting from use of the Portal, Service and Documentation by Customer, its Authorized Users or Authorized Consumers, excluding taxes due on Badger Meter's income. Customer will not be responsible for payment of taxes or surcharges resulting from its use of the cellular service included as part of the Service, as those charges are included in the Service Fees.

(c) Updated Schedule of Fees. At least ninety(90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with a request, with justification, which shall not be unreasonably withheld, to update the Schedule of Fees for the Service for the upcoming contract term. The Customer will respond to Badger Meter within ninety (90) days of its receipt of the request. In the event Customer does not respond to Badger Meter within the time period, Badger Meter reserves the right to invoice at the increased rate. If the Customer does not agree with the price increase, the parties will resolve all pricing negotiations prior to the expiration of the current term.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.



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- (c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.
- (d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.
- (e) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.
- (f) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.
- (g) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.
- (h) Make any unauthorized connection to Badger Meter's information technology architecture ("**Network**")
- (i) Communicate any unsolicited commercial, voice, SMS, or other message.
- (j) Knowingly upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.
- (k) Willfully, take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) CUSTOMER SUPPORT. Badger Meter will provide Customer the support services described in **Exhibit 2 - Service Level Agreement**.

(8) CUSTOMER DATA.

(a) Customer Data Defined. Customer, its Authorized Users and Authorized Consumers may provide Badger Meter and its Suppliers certain customer billing information, personally identifiable information or other content ("**Customer Data**").



(b) **Ownership.** The Parties agree that the Customer Data is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Data.

(c) **Use of Customer Data by Badger Meter.** Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Data as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Data only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders as described in Section 9.) .

(d) **Customer Responsibilities.** Customer is solely responsible for the development, content, operation and maintenance of the Customer Data, including but not limited to the technical operation of the Customer Data, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer is responsible to ensure that Customer, and its Authorized Users comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law. To the extent possible, Customer will provide its Authorized Consumers with notice of the requirements and Terms of Use for the Portal and Service.

(9) CONFIDENTIALITY.

(a) **Confidential Information Defined.** For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (e) Customer Data; and (f) Traffic Data, as defined below.

(b) **Protection of Confidential Information.** To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. Customer



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agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Traffic Information. All de-identified data (generally, aggregated system data stripped of PII) generated or collected by Badger Meter through operation of the Portal and Service is referred to as the “**Traffic Data.**” All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

(d) Third Party Requests for Confidential Information. Neither party may disclose the other party’s Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law. If a party receives a request for access to the other party’s Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

(e) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party’s Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) CUSTOMER’S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Badger Meter that:

(a) Authority. Customer has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) Ownership. Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Data. Customer has all rights in the Customer Data necessary to grant the rights to Badger Meter contemplated under this Agreement.

(c) Compliance with Badger Meter Policies. None of the Customer Data or the use of the Customer Data, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers by Badger Meter shall violate Badger Meter’s BEACON Terms of Use <https://beaconama.net/termsfuse.html> or Privacy Policy <https://beaconama.net/privacy/privacy.html>.



(d) **Compliance with the Law.** Neither Customer nor the Authorized Users will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

(a) **Authority.** Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) **Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 – Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly as defined in **Exhibit 2 – Service Level Agreement**. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with **Exhibit 2 – Service Level Agreement**.

(d) **DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.



(e) **ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.**

(12) LIMITATION OF LIABILITY

(a) **DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT, THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH BREACH.**

(b) **MUTUAL CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE LESSER OF (A) THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (B) US \$250,000. NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.**

(c) **LIMITS ON DAMAGES. EXCEPT FOR THE OBLIGATIONS ARISING UNDER SECTIONS (13) AND (14) (INDEMNIFICATION), NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION, OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").**

FURTHER, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL



OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE ; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S DATA.

(13) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. To the extent permitted by law and subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Badger Meter Parties**"), against any and all Claims made against the Badger Meter Parties by any third party arising out of or related to: (i) Customers or Authorized Users access and use of the Portal, Service, or Documentation; (ii) the subject matter of this Agreement ; (iii) violation of applicable law by Customer or its Authorized Users; or (iv) a dispute between Customer and any Authorized User.

(b) Procedure for Indemnification. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. Badger Meter's failure to promptly notify Customer will only affect Customer's obligation to indemnify the Badger Meter Parties to the extent such failure causes actual prejudice to Customer's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated to assume and control the defense of such Claim at its own expense. The Badger Meter Parties may retain their own counsel to cooperate in defending the Claim, at their own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in their possession or control to assist in the defense of the Claim, as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from Customer with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, the Badger Meter Parties shall be entitled to assume the



defense and seek reimbursement from Customer for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by the Badger Meter Parties in defending the Claim.

(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer Parties**") from and against any and all Claims and legal proceedings filed against the Customer Parties by a third party arising out of or related to: (i) allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("**Intellectual Property Dispute**"); (ii) the subject matter of this Agreement; and (iii) violation of applicable law by Badger Meter.

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and the use of same is enjoined, Badger Meter will have the right to (i) procure for Customer the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent, noninfringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees. After a receipt of notice of injunction, Customer will exercise reasonable diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments. Customer shall be entitled to receive just and equitable compensation for any services it requires to be performed which Badger Meter is unable to perform for a 90-day period following immediate termination as contemplated above. Badger Meter and Customer will work together to find an adequate solution in the event immediate termination occurs.

(c) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly and solely from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(d) Procedure for Indemnification. Upon receipt of a Claim or an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Claim or Intellectual Property Dispute for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim or Intellectual Property Dispute. The notice must include a description of the Claim or Intellectual Property Dispute with reasonable detail of the facts giving rise to the



Claim or Intellectual Property Dispute. Upon receipt of notice of a Claim or an Intellectual Property Dispute, Badger Meter shall be obligated to assume and control the defense of such Claim or Intellectual Property Dispute at its own expense. Customer may retain its own counsel to cooperate in defending the Claim or Intellectual Property Dispute, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Claim or Intellectual Property Dispute and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Claim or Intellectual Property Dispute as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Claim or Intellectual Property Dispute or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Claim or Intellectual Property Dispute. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Claim or Intellectual Property Dispute and all attorneys' fees and litigation costs expended by Customer in defending the Claim or Intellectual Property Dispute.

(15) TERMINATION.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least ninety (90) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make undisputed payments pursuant to Section (5) ("**Event of Default**").

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the "**Cure Notice**"). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the "**Termination Notice**").

(d) Immediate Right to Terminate. Badger Meter shall have the right to immediately terminate this Agreement: (i) in order to comply with a court ordered or agreed upon settlement regarding misuse of Badger Meter or a third party's intellectual property; (ii) in order to comply with applicable law that is enforceable in the Customer's jurisdiction and after Customer review (iii) if Customer makes any representation or warranty which is materially untrue as of the



Effective Date or at any time during the Term. Upon delivery of the Termination Notice to Customer by Badger Meter and after Customer has authorized such termination within 90 days: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) Customer will deliver to Badger Meter any Confidential Information of Badger Meter's in its possession or control, and (iv) Badger Meter may cease gathering data from Customer's endpoints, within a reasonable time, up to one hundred twenty (120) days after termination. Within a reasonable time after termination, at Badger Meter's discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter's option, destroy all Documentation provided to Customer by Badger Meter. Customer will remain liable for any Service Fees incurred prior to termination. Badger Meter will make reasonable efforts to find a suitable replacement for the Services in the event the termination is caused by either (i) or (ii) listed in this section.

(e) Post – Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of \$200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

(f) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of \$7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.

(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all outstanding undisputed invoices for the Service which are owing and due for at least 90 days from the due date have been paid in full, including any fees associated with suspension of the Service.

(b) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.



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(c) **Notification.** In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) **Immediate Suspension.** Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or data of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud. Such risks shall be verified with Customer prior to the suspension.

(ii) Customer or one of its Authorized Users is in breach of this Agreement and has not cured the breach within ninety (90) days.

(e) **Reinstatement.** Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(f) **Effect of Suspension.** If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and undisputed charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.

(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension that is caused by fault of the Customer or its Authorized Users.

(17) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and

all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(18) DATA SECURITY AND RECOVERY.

(a) Data Security. In order to protect the Customer Data and prevent unauthorized access to or use of the Customer Data, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 – BEACON SaaS Managed Solution Security Policy** (“**Security Standards**”), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter’s Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) Protection of Customer Data. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Data against accidental or unlawful loss, access or disclosure in accordance with Badger Meter’s Security Standards. Badger Meter may modify its Security Standards from time to time but will continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Data.

(c) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Data, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer’s official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Data, including but not limited to the use of encryption technology to protect Customer Data from unauthorized access and will perform routine archiving of the Customer Data. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

(e) Data Transmission Risks.

(i) Cellular Transmissions. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that



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neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect Customer Data, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.

(f) Coverage Availability. The Service is provided using a wireless network governed by the protocols of the 3rd Generation Partnership Project (3GPP). Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(g) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security,



and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(h) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Data to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(i) Security Breach. If Badger Meter becomes aware of a security breach or that compromises the security, confidentiality or integrity of the Customer Data ("Breach"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Breach. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Breach. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Breach; (ii) the estimated impact of the Breach on Customer's Data; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer in investigating, assisting with notification of the Breach and taking corrective action as requested by Customer.

(j) Notification of Breach. In the event that applicable law requires notification to individuals of an Breach or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.

(19) CHANGES.

(a) Right to Make Changes. Badger Meter may from time to time make changes, to the Terms of Use or the Privacy policies, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. All changes will be updated and reflected on the Portal. Badger Meter will make all reasonable and practical efforts to provide Customer with at least 90 days advanced notice to allow Customer time to provide consent to the changes. Consent shall not be unreasonably withheld and in the event Customer does not respond within 90 days, the changes shall take effect.



(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (19) (a).

(20) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its cellular or web-services duties or obligations under this Agreement, and will use commercially reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

(21) GENERAL.

(a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) Affiliates. This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(c) Assignment. Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control.

(d) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.



- (e) **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.
- (f) **Independent Contractors.** The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- (g) **Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.
- (h) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.
- (i) **Governing Law.** To the extent permitted by law, the terms of this Agreement are governed by the laws of the State of Georgia, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Venue for any dispute arising under this Agreement shall be in Fayette County, Georgia, or the northern district of Georgia, as the case may be.
- (j) **No Claims Against or Liability of Badger Meter Suppliers.** Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. In the event that Customer, its Authorized Users or Authorized Consumers has a claim against a Badger Meter Supplier, Customer will provide Badger Meter with notice of the claim and allow sixty (60) days for Badger Meter to attempt to resolve the claim with its Supplier. In the event the claim cannot be resolved in sixty (60) days, Customer has all legal right to take action.
- (k) **Dispute Resolution.**
- (i) **Initial Resolution Efforts.** The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.



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(22) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 21, to the extent permitted by law, Badger Meter shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Georgia.

(23) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) courier (signature required upon delivery); (c) recognized overnight courier, at the following address; (d) fax with proof of delivery; or (e) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:
 Legal Department, Attn: Assistant General Counsel
 4545 W. Brown Deer Road
 Milwaukee, WI 53223

If to Customer:
 County Administrator
 140 Stonewall Avenue West
 Fayetteville, GA 30214

(24) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(25) Reserved.

(26) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.

(27) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Badger Meter will not be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation.

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Customer will not be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Badger Meter in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

(28) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.

(29) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.



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IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON SaaS Managed Solution Master Agreement by signing below:

BADGER METER, INC

FAYETTE COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTEST:

Signature

Printed Name

Title

Date

(SEAL)

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EXHIBIT 1

FEES

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.
2. **Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis. Undisputed payments are due within thirty (30) days of the date of the invoice.
3. **Interest and Costs.** Customer agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law, and reasonable attorneys' fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

BEACON Monthly Endpoint Subscription Fee

Hourly Data, Once Daily Call-in: \$0.65 per endpoint per month

Invoicing for monthly endpoint subscription fee starts at time of endpoint activation. or 6 months from date of shipment, whichever comes first.



EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON SaaS Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 – Service is unavailable	one (1) hour	six (6) hours
Level 2 – certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 – minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 – suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.



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2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

“Availability” is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

“Emergency Downtime” means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

“Scheduled Downtime” means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$1 - \frac{\text{Total Unavailability Minutes}}{\text{Total Minutes of Service Month} - \text{Total Minutes of Approved Downtime}}$$

Where:

“Total Unavailability Minutes” is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

“Total Minutes of Service Month” is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and



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“Total Minutes of Approved Downtime” is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime ; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter’s receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits will be calculated as follows:

Service Credit = Endpoint Service Units Consumed in the Month * (1 - Availability) rounded to the next whole number

For example;

Availability	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer’s account in the form of pre-paid Service Units for the same endpoint type(s).



3. MONTHLY BILLING DATA SERVICE PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON SaaS Managed Solution will successfully provide Monthly Billing Data for at least 98.5% of provisioned accounts at the time of billing request to the BEACON SaaS Managed Solution.

Definitions

“Managed Solution” is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

“Provisioned Accounts” are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON SaaS Managed Solution.

“Monthly Billing Data” is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON SaaS Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days (**“Count of Billing Reads”**) divided by the number of active and Provisioned Accounts in the billing cycle (**“Count of Total Billing Cycle”**).

$$\frac{\text{Count of Billing Reads}}{\text{Count of Total Billing Cycle}}$$

Where:

“Count of Billing Reads” is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

“Count of Total Billing Cycle” is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.


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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, Service Credits will be calculated as follows:

Service Credit = Managed Solution Endpoint Service Units Consumed in the Month * (1 - Monthly Billing Data Success Rate) rounded to the next whole number

For example;

Monthly Billing Data Success Rate	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).



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4. MISCELLANEOUS.

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

- (i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers in accordance with the restrictions and requirements of this Agreement;
- (ii) Resulting from Customer or its suppliers' equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;
- (iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;
- (iv) Resulting from Customer's breach of any term or condition under the Agreement;
- (v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;
- (x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. Badger Meter shall make available to Customer its analysis and findings supporting Badger Meter's conclusions. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above. Badger Meter will provide post deployment support as outlined in this Agreement, the Statement of Work, and the warranties associated with the products and Service.

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BEACON SAAS MANAGED SOLUTION
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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.

**EXHIBIT 3****BEACON SaaS MANAGED SOLUTION SECURITY POLICY**

- 1. BEACON SaaS Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON SaaS Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:
 - 1.1 Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.
 - 1.2 Physical Security.**
 - 1.2.1 Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the “**Facilities**”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - 1.2.2 Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.
 - 1.2.3 Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.
 - 1.2.4 Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for

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employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Data or perform material aspects of the Service if such employee has failed to pass such background check.

2. **Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
3. **Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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E-Series® Ultrasonic Plus Meter

with Integrated Valve

5/8 x 3/4 in., 3/4 in.

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic Plus lead-free meters with integrated valve, sizes 5/8 x 3/4 inch and 3/4 inch, when used to measure potable water, and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after November 21, 2019. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer," and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship for the time period stated.

Lead-Free Housing ¹	20 years and 6 months after shipment
Battery ¹	20 years and 6 months after shipment
Transducers ¹	20 years and 6 months after shipment
Encoder Register ¹	20 years and 6 months after shipment
Meter Accuracy ^{1,2}	20 years and 6 months after shipment
Valve and Valve Power Module	5 years and 6 months after shipment or a maximum of 240 valve open and close actuation cycles

¹ Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

² E-Series Ultrasonic Plus meters will meet meter accuracy as set forth in the *Operating Performance Specifications* of the Badger Meter published product data sheet ([ESM-DS-02022-EN](#)).

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon

Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

E-Series® Ultrasonic Meter

Cold Water Lead-Free Meters
5/8, 5/8 x 3/4, 3/4, 1 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel or engineered polymer), sizes 5/8 inch, 5/8 x 3/4 inch, 3/4 inch, and 1 inch, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 3, 2020. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings

Twenty (20) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 — 75% discount; Years 13 through 15 — 50% discount; Year 16 — 40% discount; Year 17 — 30% discount; Year 18 — 20% discount; and Years 19 through 20 — 10% discount.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of $\pm 3\%$ for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive

water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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E-Series® Ultrasonic Meter

Cold Water Stainless Steel Lead-Free Meters, 1-1/2, 2 in.

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes 1-1/2 in. and 2 in., when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 3, 2020. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Lead-Free Housings

Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Ten (10) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of $\pm 3\%$ for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy Meters, 3, 4, 6, 8 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series G2® Ultrasonic lead-free meters, sizes 3 inch, 4 inch, 6 inch and 8 inch, when used to measure potable cold water, and the internal encoder and battery used with these meters (collectively "Product"), sold on or after December 15, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Housing

Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics (Battery, Registration, Transducer)

Ten (10) years and six (6) months after shipment from Badger Meter.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of $\pm 3\%$ for the published ranges set forth in Badger Meter's current published data sheet for ten (10) years from date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

E-Series and E-Series G2 are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2021 Badger Meter, Inc. All rights reserved.

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Badger Meter

Recordall® Turbo Series Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Turbo Series Meters, sizes 1-1/2...12 inch, Turbo Series head assemblies and the local registers used with these meters (collectively "Product") sold on or after July 27, 2021. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames:

Bronze Housing

One (1) year and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The meter Product will meet or exceed accuracy standards of AWWA Standard C701 for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

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Legacy Document #: RTS-W-1-EN



ORION® Cellular Water Endpoints

Network as a Service (NaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® Cellular water endpoints, including the ORION Cellular LTE-M, LTE-MS, C and HLA water endpoints sold on or after August 4, 2021.

This warranty is not transferable and is extended only to utilities, municipalities and authorized distributors selling to utilities and municipalities within the United States or Canada, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION Cellular water endpoints, including battery (configured to the standard mode of operation set by the factory at time of shipment), hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints	20 years and 6 months after shipment
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Products are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule:

Year	Discount %	Year	Discount %
11	70	16	45
12	65	17	40
13	60	18	35
14	55	19	30
15	50	20	25
		>20	0

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

GUARANTEE OF NETWORK PERFORMANCE

If the communication network that supports any ORION Cellular water endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation during the Product warranty time period stated herein, thereby rendering any endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in the most current BEACON® AMA Solution with ORION NaaS Pricing Terms and Conditions document from Badger Meter.

Badger Meter will supply a replacement endpoint that is supported by the most current technology readily available for full-scale use in the Customer's meter service area affected by Shut Downs ("Replacement endpoints") at no charge to the Customer for such Replacement endpoints during the first ten (10) years of the Product warranty time period, and according to the prorated price discount schedule

stated herein, during the last ten (10) years of the Product warranty time period. Replacement endpoints are warranted for and under the balance of the original applicable endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement endpoints, including but not limited to costs associated with installation and maintenance. If the Customer agrees to pay for shipping and the most current Badger Meter published disposal fee per Replacement endpoint, Badger Meter will properly dispose of returned Shut Down endpoints.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIM: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

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Badger Meter

ORION® Water Products

with BEACON AMA®

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware, and software for a BEACON® AMA system, sold on or after November 18, 2019.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), Migratable (ME), and Classic (CE). Endpoint Assemblies are Water Endpoints factory-connected to Badger Meter HR-E® LCD, and HR-E® encoders.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, Endpoint Assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints ^{1,2}	20 years and 6 months after shipment
ORION Endpoint Assemblies ¹	20 years and 6 months after shipment
Trimble® T10 Tablet ³	3 years after shipment
Panasonic Toughbook® Laptop for BEACON AMA Mobile Solution ³	3 years after shipment
Trimble® Ranger 7 Handheld ³	3 years after shipment
Trimble Yuma 7 Tablet ³	3 years after shipment
ORION ME, CE Modules ³ for Trimble Yuma 7 Tablet and Trimble Ranger 7 Handheld	3 years after shipment
ORION Mobile Migratable (ME) Transceiver Kit ³ or Classic (CE) Receiver Kit ³	3 years after shipment
Trimble® Ranger 3 Handheld ³ and Charging Cradle	3 years after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

¹ Water Endpoints, Endpoint Assemblies and Endpoint batteries—collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

² ORION Water Endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter warranty for meter, electronics and battery coverage.

³ Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11


Badger Meter
HR-E[®] LCD
High Resolution ELCD encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution ELCD encoder (HR-E LCD) ("Product"), sold on or after April 20, 2016. The warranty is extended only to utilities, municipalities, or other commercial users, and authorized Badger Meter, Inc. (Badger Meter[®]) distributors, hereinafter referred to as "Customer," and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within ten (10) years and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. If the defect arises and a valid claim is received within the Warranty Period, at its option, Badger Meter will either (1) exchange the Product with a new, used or refurbished Product that is at least functionally equivalent to the original Product, or (2) refund the purchase price of the Product.

Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product. A replacement Product assumes the remaining warranty of the original Product, or ninety (90) days from the date of replacement, whichever provides longer coverage.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to a Product exposed to conditions other than those detailed in applicable technical literature, or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter.

With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of a Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY

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Making Water Visible®

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China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Legacy document number: LCD-W-01

Contractor Name:	Badger Meter	Mail all remittances to: Box 88223 Milwaukee, WI 53288-0223				Fayette County Water Meter & Endpoint Replacement				
Contractor Address:	4545 West Brown Deer Rd Milwaukee, WI 53224									
Owner:	Fayette County Water System									
Period to:										
Project No:										
Po#										
Pay Application #:										
ITEM NO.	DESCRIPTION	QUANTITY PER CONTRACT	UNIT	TOTAL UNIT PRICE IN CONTRACT (SELL)	TOTAL UNIT PRICE IN CONTRACT (EXT SELL)	PAY REQUEST QUANTITY	TOTAL QUANTITY TO DATE	% COMPLETED	TOTAL \$ FOR PAY REQUEST	TOTAL TO DATE
MATERIAL										
1	E-SERIES, 5/8"X3/4" (7-1/2)	27,997	EA	\$ 152.00	\$ 4,255,544.00			0.00%	\$ -	\$ -
2	E-SERIES SS, 1" (10-3/4)	548	EA	\$ 184.00	\$ 100,832.00			0.00%	\$ -	\$ -
3	E-SERIES BRZ, 3" RND(12)	3	EA	\$ 1,815.00	\$ 5,445.00			0.00%	\$ -	\$ -
4	E-SERIES, 4" RND(20)	42	EA	\$ 2,420.00	\$ 101,640.00			0.00%	\$ -	\$ -
5	E-SERIES, 6"X18" RND PRSR	25	EA	\$ 3,600.00	\$ 90,000.00			0.00%	\$ -	\$ -
6	E-SERIES, 6"X24" RND PRSR	7	EA	\$ 3,800.00	\$ 26,600.00			0.00%	\$ -	\$ -
7	E-SERIES, 8"X20" RND PRSR	39	EA	\$ 4,565.00	\$ 178,035.00			0.00%	\$ -	\$ -
8	TSM, 10" RND, 3.16SS-2, SN YR 9D	1	EA	\$ 5,200.00	\$ 5,200.00			0.00%	\$ -	\$ -
9	Endpoint ONLY, FOR ENC, 4CXN2 ORION, TT-8IN	31,517	EA	\$ 97.50	\$ 3,072,907.50			0.00%	\$ -	\$ -
10	DFW1200-12-1T - 12X17X12 BOX (Non Traffic Rated)	633	EA	\$ 19.26	\$ 12,191.58			0.00%	\$ -	\$ -
11	DFW1730C-12-1T - 17X30X12 "C" BOX (Heavy Duty Incidental Traffic Box)	633	EA	\$ 206.25	\$ 130,556.25			0.00%	\$ -	\$ -
12	DFW1200-1T-LID - 12X17 LID (Non-Traffic Rated)	30,460	EA	\$ 9.52	\$ 289,979.20			0.00%	\$ -	\$ -
13	DFW1500-1T-LID - 16X22 RECT JUMBO BLACK LID (Non-Traffic Rated)	679	EA	\$ 15.23	\$ 10,341.17			0.00%	\$ -	\$ -
14	DFW36C-1T-LID - 16X11 "C" LID (Traffic Rated)	500	EA	\$ 32.80	\$ 16,400.00			0.00%	\$ -	\$ -
15	DFW37C-1T-LID - 17X11 "C" LID (Traffic Rated)	50	EA	\$ 45.47	\$ 2,273.50			0.00%	\$ -	\$ -
16	DFW1219-1T-LID - 12X19 OVAL LID (Traffic Rated)	600	EA	\$ 31.83	\$ 19,098.00			0.00%	\$ -	\$ -
17	WATER SHUTOFF VALVE MATERIAL	1,580	EA	\$ 72.00	\$ 113,760.00			0.00%	\$ -	\$ -
LABOR										
18	Replace 3/4" Existing Badger M25, M70, M170 Meters	27,997	EA	\$ 60.50	\$ 1,693,818.50			0.00%	\$ -	\$ -
19	Replace 1" Existing Badger M25, M70 Meter	548	EA	\$ 60.50	\$ 33,154.00			0.00%	\$ -	\$ -
20	Replace 1.5" Existing Badger M120, M170 Meter	282	EA	\$ 275.00	\$ 77,550.00			0.00%	\$ -	\$ -
21	Replace 2" Existing Badger M25, M170 Meter	397	EA	\$ 275.00	\$ 109,175.00			0.00%	\$ -	\$ -
22	Retrofit 3/4" Existing Badger M25, M70, M170 Meter	2,072	EA	\$ 27.50	\$ 56,980.00			0.00%	\$ -	\$ -
23	Retrofit 1" Existing Badger M25, M70 Meter	97	EA	\$ 27.50	\$ 2,667.50			0.00%	\$ -	\$ -
24	Replace 3" Existing Recordall I, Recordall II, Recordall Turbo II Meter	3	EA	\$ 770.00	\$ 2,310.00			0.00%	\$ -	\$ -
25	Replace 4" Existing Recordall I, Recordall II, Recordall Turbo II, MFM II/MCT II Meter	42	EA	\$ 957.00	\$ 40,194.00			0.00%	\$ -	\$ -
26	Replace 6" Existing Recordall Meter	25	EA	\$ 1,155.00	\$ 28,875.00			0.00%	\$ -	\$ -
27	Replace 6" Existing Hersey MFM II Meter	7	EA	\$ 1,155.00	\$ 8,085.00			0.00%	\$ -	\$ -
28	Retrofit 6" existing Octave Meter	4	EA	\$ 27.50	\$ 110.00			0.00%	\$ -	\$ -
29	Replace 8" Existing Hersey MFM II/MCT II	22	EA	\$ 1,540.00	\$ 33,880.00			0.00%	\$ -	\$ -
30	Replace 8" Existing Hersey MFM II/MCT II	16	EA	\$ 1,540.00	\$ 24,640.00			0.00%	\$ -	\$ -
31	Replace 8" Recordall II Compound Meter	1	EA	\$ 1,540.00	\$ 1,540.00			0.00%	\$ -	\$ -
32	Retrofit 8" Octave Meter	3	EA	\$ 27.50	\$ 82.50			0.00%	\$ -	\$ -
33	Replace 10" Recordall Meter	1	EA	\$ 1,925.00	\$ 1,925.00			0.00%	\$ -	\$ -
34	Provide Submeter GPS Coordinates	31,517	EA	\$ 6.60	\$ 208,012.20			0.00%	\$ -	\$ -
35	Labor for Water Meter box replacement (12x17x12)	633	EA	\$ 68.16	\$ 43,145.28			0.00%	\$ -	\$ -
36	Labor for Water Meter box replacement (17x30x12)	633	EA	\$ 300.44	\$ 190,178.52			0.00%	\$ -	\$ -
37	Water Shutoff Valve Replacement	1,580	EA	\$ 49.50	\$ 78,210.00			0.00%	\$ -	\$ -
38	Lead and Copper Survey Data Collection	10,000	EA	\$ 11.00	\$ 110,000.00			0.00%	\$ -	\$ -
39	RTU Fee	20	EA	\$ 60.50	\$ 1,210.00			0.00%	\$ -	\$ -
40	Labor for Water Meter cover replacement (metal lid replacement) - 10.5" rectangular - Standard rated	500	EA	\$ 3.00	\$ 1,500.00			0.00%	\$ -	\$ -
41	Labor for Water Meter cover replacement (metal lid replacement) - 12" rectangular - Standard rated	30,460	EA	\$ 3.00	\$ 91,380.00			0.00%	\$ -	\$ -
42	Labor for Water Meter cover replacement (metal lid replacement) - 12" rectangular - Traffic rated	50	EA	\$ 3.00	\$ 150.00			0.00%	\$ -	\$ -
43	Labor for Water Meter cover replacement (metal lid replacement) - 15" rectangular - Standard rated	679	EA	\$ 3.00	\$ 2,037.00			0.00%	\$ -	\$ -
OTHER COSTS										
44	Installation Project Management	1	EA	\$ 55,000.00	\$ 55,000.00			0.00%	\$ -	\$ -
45	On-Site Training	1	EA	\$ 2,625.00	\$ 2,625.00			0.00%	\$ -	\$ -
46	Badger Meter Project Management	1	EA	\$ 295,320.00	\$ 295,320.00			0.00%	\$ -	\$ -
47	WOMs Implementation Services	1	EA	\$ 33,000.00	\$ 33,000.00			0.00%	\$ -	\$ -
48	Mobilization Fee	1	EA	\$ 103,400.00	\$ 103,400.00			0.00%	\$ -	\$ -

ITEM NO.	DESCRIPTION	QUANTITY PER CONTRACT	UNIT	TOTAL UNIT PRICE IN CONTRACT (SELL)	TOTAL UNIT PRICE IN CONTRACT (EXT SELL)	PAY REQUEST QUANTITY	TOTAL QUANTITY TO DATE	% COMPLETED	TOTAL \$ FOR PAY REQUEST	TOTAL TO DATE
49	Customer Communications	1	EA	\$ 52,003.05	\$ 52,003.05			0.00%	\$ -	\$ -
50	Warehousing and Field Team Office Space	1	EA	\$ 297,000.00	\$ 297,000.00			0.00%	\$ -	\$ -
51	PVI Travel Budget	1	EA	\$ 11,000.00	\$ 11,000.00			0.00%	\$ -	\$ -
52	Performance & Payment Bond	1	EA	\$ 80,127.83	\$ 80,127.83			0.00%	\$ -	\$ -
53	Licensed plumber for service repairs not covered in the itemized list above	1	EA	\$ 99.00	\$ 99.00			0.00%	\$ -	\$ -
OPTIONAL WORK										
1	Retrofit 1.5" Existing Badger M120 Meter	1	EA	\$ 27.50	\$ 27.50			0.00%	\$ -	\$ -
2	Retrofit 2" Existing Badger M170 Meter	1	EA	\$ 27.50	\$ 27.50			0.00%	\$ -	\$ -
3	E-SERIES PLUS BRZ, 5/8"X3/4"	1	EA	\$ 412.00	\$ 412.00			0.00%	\$ -	\$ -
4	Mobile Data Collect, Ranger 7 HH, ORION ME Module	1	EA	\$ 6,700.00	\$ 6,700.00			0.00%	\$ -	\$ -
5	Mobile Data Collect, Yuma 7 Tablet, ORION ME module	1	EA	\$ 4,500.00	\$ 4,500.00			0.00%	\$ -	\$ -
6	Large diameter meters (1.5 - 10") without testable backflows	1	EA	\$ 49.50	\$ 49.50			0.00%	\$ -	\$ -

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COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve ARCADIS Task Order No. 23-06, of Contract #1867-P Water System Engineer of Record for Advanced Metering Infrastructure (AMI) Implementation Management in the not to exceed amount of \$448,708.84.

Background/History/Details:

Fayette County Water System serves approximately 32,000 customers. Current meter infrastructure, installed in the early 2000s, has reached end-of-life resulting in 95 percent of water meters under-registering and 13 percent non-revenue loss annually. On May 5, the Board of Commissioners approved the AMI Metering Project to be funded with part of the county's allocation of the American Rescue Plan Act funds. Fayette County staff and Arcadis developed an Request for Proposal for selection and installation of replacement meters. Badger Meter was selected among seven vendor responses.

At the Water System's request, Arcadis submitted a proposal under Contract #1867-P Water System Engineer-of-Record to provide management support services for the AMI project billing integration and meter installations for a three year period. Deliverables from this task order include budget tracking and invoice review, issue management, end-point acceptance monitoring, billing integration support, updates to operating procedures and business practices impacted by AMI to support the County with resource and transition planning.

These time-and-materials funds will be used over a 30 month time-period for an average monthly value of \$15,000. This implementation management fee is in line with the Professional Services Oversight fee of \$450,000 presented at the August 25 Board of Commissioner meeting.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve ARCADIS Task Order No. 23-06, of Contract #1867-P Water System Engineer of Record for Advanced Metering Infrastructure (AMI) Implementation Management in the not to exceed amount of \$448,708.84.

If this item requires funding, please describe:

Funding in the amount of \$448,709 to be transferred from R&E to the AMI CIP Project: 507-542540- 23WSG.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess

From: Natasha M. Duggan 

Date: March 9, 2023

**Subject: Contract 1867-P: Water System Engineer of Record
 Task Order 23-06: Advanced Metering Infrastructure Implementation**

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. In June 2021, the Board of Commissioners awarded Contract 1867-P, Task Order 3 for the implementation planning and procurement support for replacing its aging water metering infrastructure with an Advanced Metering Infrastructure (AMI) system.

Under this task order, Arcadis will support the Water System with the implementation of Badger's AMI solution and full meter deployment during an assumed 30-month project schedule.

During the August 25, 2022, Board of Commissioners meeting transferring \$500,000 from R&E was discussed as part of the funding for the AMI project.

Specifics of the proposed contract task order are as follows:

Contract Name	1867-P: Water System Engineer of Record	
Task Order	23-06: AMI Implementation	
Contractor	Arcadis U. S., Inc.	
Not to Exceed Amount	\$448,708.84	
Budget:		
Org Code	507	Water CIP
Object	542540	
Project	23WSG	AMI
Current Available Budget	\$ 28,000.00	As of 2/24/2023
Requested Transfer	448,709.00	Pending BOC Approval
Available Budget	\$476,709.00	Post-transfer

AMI Project Contract Approval

Page 248 of 289

Board of Commissioners
March 9, 2023

Progress Since August 25th BOC briefing

- Contract development is complete and ready for BOC approval
- Minor adjustments to costs between categories but bottom line remained the same

Contract development involved twenty internal discussions and meetings with Badger Meter.

AMI Contract Documents:

1. Agreement
2. Fayette County General Terms & Conditions
 - Exhibit 1 - Schedule of Values
 - Exhibit 2 - Product Warranties
3. Badger Meter Beacon Software-as-a-Service Managed Solution Master Agreement
4. Statement of Work

County Representatives involved in Contract Development:

- Steve Rapson - County Administrator
- Dennis Davenport – County Attorney
- Ted Burgess – Purchasing Director
- Vanessa Tigert – FCWS Director
- FCWS Functional Leads
- Arcadis

Final Capital Cost

Item	Total Capital Cost (Cash)			TOTAL
	FY 2023	FY 2024	FY 2025	
AMI Vendor Project Implementation Services	\$297,945	\$0	\$0	\$297,945
Installation Project Management Services	\$142,984	\$272,280	\$136,139	\$551,403
Meter Installation Labor (Includes RTU Allowance)	\$60,356	\$2,081,223	\$699,330	\$2,840,909
Meter Equipment and Appurtenances	\$151,670	\$5,497,550	\$2,793,300	\$8,442,520
Bonding	\$26,710	\$26,709	\$26,709	\$80,128
Professional Services Oversight (EOR) ¹	\$198,709	\$150,000	\$100,000	\$448,709
Contingency	\$0	\$250,000	\$250,000	\$500,000
TOTAL²	\$878,374	\$8,277,762	\$4,005,478	\$13,161,614

¹Arcadis contract \$448,709

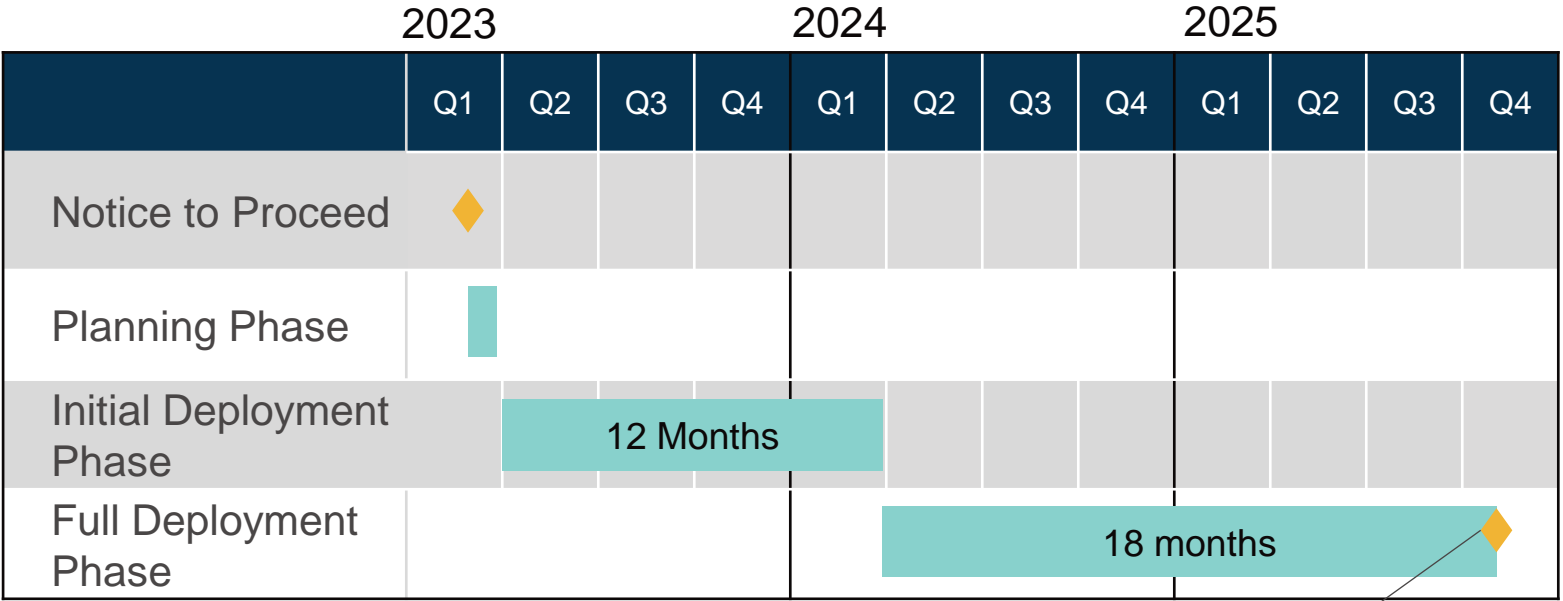
²Badger Meter, Inc. contract \$12,712,905

The total capital cost dollar amount is \$514,488 lower than the August 25 BOC meeting presentation.

High-Level Project Timeline

Near-term Next Steps

1. Preconstruction Meeting
2. Kickoff Meeting
3. Order Initial Deployment Equipment
4. Initial Deployment Area (500 meters) & Software Integration



Final Solution Acceptance
October 2025

Vanessa Tigert
Director, Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214

Date: February 2023

Ref: 30147346

Subject: AMI Implementation Management Task Order Proposal

Arcadis U.S., Inc.
2839 Paces Ferry Road
Suite 900
Atlanta
Georgia 30339
Phone: 770 431 8666
Fax: 770 435 2666
www.arcadis.com

Dear Mrs. Tigert,

Arcadis U.S., Inc. (Arcadis) proposes these services to support Fayette County Water System (FCWS) with the implementation of Badger's Beacon AMI solution and full meter deployment. Table 1 lists a summary of Arcadis support tasks that are expanded upon within this Task Order Proposal. The services presented in this scope of work assume a 30-month project schedule. We look forward to a continued partnership with you and your team at FCWS.

Table 1. Summary of Arcadis Support Tasks

Task ID	Task Name	Task Description	Deliverables
1	Program and Project Management	Project Communications Project Status Meetings - Biweekly Installation Project Status Budget Tracking Issue Management Project Coordination Field Support Activities AMI vendor management: 1) Review of Deliverables, 2) Invoice Review	<ul style="list-style-type: none"> • Biweekly project status reports • Issue tracker log • Risk Log • Various recurring communication meetings • Meeting minutes & Action Items following each formal meeting • Budget reports
2	Ramp up and Pre-Construction Meeting	Project Coordination with Badger Meter and their subcontractors Participate in the pre-construction meeting This meeting will allow for Badger Meter and Pedal Valves to present the production plan details for the project including Key Performance Metrics.	<ul style="list-style-type: none"> • Pre-Construction Meeting • Review and comment on submittals by Badger Meter, Inc.

AMI Implementation Management Task Order Proposal

Task ID	Task Name	Task Description	Deliverables
3	Deployment Monitoring and Data Analysis	<p>Arcadis will execute the end point acceptance analysis weekly from the start of the project until completion. Prior to the weekly end point acceptance analysis, Arcadis will develop a customized tool to execute this task. We will participate in issue resolution meetings and work with FCWS to resolve endpoint / meter ready issues.</p> <p>Arcadis will support Badger Meter public communications efforts and ensure customer concerns are addressed in a timely and transparent manner.</p>	<ul style="list-style-type: none"> • Biweekly Endpoint Acceptance reporting and analysis • Endpoint Acceptance Tool to complete analysis • Communication Tracking Log
4	Integration Support	<p>Arcadis will provide consulting support to FCWS to support the integration work to be completed by FCWS' CIS Vendor (Tyler Munis), Badger Meter or Pedal Valves. Integrations include:</p> <ol style="list-style-type: none"> 1. Billing interface: Beacon AMA to Tyler Munis CIS (account / meter sync, bill reads, and alarms/alerts) 2. Beacon AMA to EyeOnWater customer portal 3. Tyler Munis CIS to TrackPoint with existing meter inventory/customer data 4. TrackPoint to Tyler Munis CIS with the mass meter changeout file (includes lat/longs) 5. Other support <ol style="list-style-type: none"> a. Reviewing Scope of work for Tyler Munis b. GIS support work - lat/long from Munis to GIS 	<ul style="list-style-type: none"> • Integration Tracking Log • Integration Process Diagrams/Schematics to aid with training
5	Business Process Refinement	During the development of the Organizational Preparedness Plan in March 2022, FCWS and Arcadis	<ul style="list-style-type: none"> • Revised existing business process maps that highlight modifications to each of the five business processes listed

AMI Implementation Management Task Order Proposal

Task ID	Task Name	Task Description	Deliverables
		<p>mapped the existing state of five high impact business processes: 1) Billing, 2) New Water Service – Residential, 3) New Service/Termination Request, 4) Service Order Process, and 5) Meter Inventory.</p> <p>Once the AMI Initial Deployment has been completed, Arcadis will work with FCWS and Badger Meter stakeholders to update the process maps, identify existing vulnerabilities, and develop written standard operating procedures for each business process that has been modified due to AMI. Arcadis will support FCWS with identifying critical skills that need to be developed internally to support AMI throughout the solution's lifetime along with succession planning.</p> <p>Additionally, Arcadis will work with FCWS to map new business processes that result directly from the AMI solution. These new business processes may include but are not limited to: Proactive High Usage, Alarm/Alert Management, and Consumption Monitoring.</p>	<ul style="list-style-type: none"> Standard Operating Procedures for revised business processes that will be used during steady-state operations Recommendations on defined AMI roles, succession planning opportunities, and any new positions that need to be created which will support the AMI solution (Arcadis will support FCWS with refining and developing job descriptions)
6	Operational Data Analytics Workshop	<p>After FCWS begins collecting hourly interval data, Arcadis proposes an Operational Data Analytics Workshop to identify the ways AMI data can be used within the utility. This workshop will identify the requirements for additional dashboards and business visualizations.</p> <p>Near the end of the project, Arcadis will develop the meter inventory dashboard with PowerBI. We will include FCWS GIS maps in the PBI tool to provide a map visualization of their meter inventory. This tool will</p>	<ul style="list-style-type: none"> Document dashboard, business visualizations and reporting requirements Prioritization of our requirements Meter Inventory Dashboard

AMI Implementation Management Task Order Proposal

Task ID	Task Name	Task Description	Deliverables
		help FCWS with managing their meter population and replacement program.	
7	Initial and Final Solution Acceptance	<p>Final solution acceptance requires a run through UAT test cases and scripts. Validation system performance is achieving the acceptance criteria.</p> <p>During final testing, tracking of system issues and coordination with Badger Meter and Pedal Valves for resolution is important to meter acceptance and project completion.</p>	<ul style="list-style-type: none"> • Testing Issues log • Final solution acceptance support • Final Testing and Acceptance presentation to FCWS core team, Water Committee and Board of Commissioners
8	Project close	For Project Close, a list of open issues and full summary of lessons learned will be compiled. A final wrap up Core Team presentation summarizing the key outcomes and achievements will be prepared.	<ul style="list-style-type: none"> • Project Closeout Presentation and plan for tracking future performance metrics

Timeline, Effort Estimate and Fee

Timeline

The AMI project duration with Badger Meter is 30 months from the notice to proceed.

Effort Estimate & Fee

Compensation for the work in this Task Order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented within the Contract 1867-P Water System Engineer of Record. This TO will have a not to exceed project budget of \$448,708.84 including travel expenses. Arcadis personnel will track and communicate with the FCWS any changes in scope, schedule, or budget if needed as a part of the project's monthly status report. Refer to Attachment A for the Engineering Fee breakdown.

Resource	Total Hours
Michael Diaz	20
Janis Lusco	537
Aaron Capelouto	1,154
Thomas Sinning	95

AMI Implementation Management Task Order Proposal

Resource	Total Hours
Alma Beciragic	484
Jayden Wright	92
Lois Dickson	36
Resident Project Representative	144
Total Hours	2,562

Sincerely,





Janis Lusco, PE, PMP
 Project Manager
 Email: Janis.Lusco@Arcadis.com
 Mobile: (703) 477-1383

CC. Michael Diaz MS, PE, Area Lead; Aaron Capelouto MIB, PE; Assistant Project Manager and Project Engineer

Attachment A – Fee Table

FCWS - TO 23-06 FCWS AMI Implementation Management - 30 month project schedule duration

Discipline	Project Management				Technical and Project Support				 		
Role	Account Lead	PM	APM	Project Assistant	Senior Technical Advisor	Staff Engineer	Field Support Specialist	Staff Engineer			
Staff Proposed	Michael Diaz	Janis Lusco	Aaron Capelouto	Lois Dickson	Thomas Sinning	Alma Beciragic	TBD	Jayden Wright			
Labor Category	Principal Engineer / SME	Project Manager	Project Engineer	Project Assistant	Principal Engineer / SME	Staff Engineer	Resident Project Representative	Staff Engineer			
Labor Rate	\$216.30	\$216.30	\$175.10	\$84.46	\$216.30	\$142.14	\$94.76	\$111.24	ARCADIS Subtotals		
Total Role Hours	20	537	1,154	36	95	484	144	92			
Total Hours (by Discipline)	1,747				815						
Total Role Cost	\$4,326	\$116,153	\$202,065	\$3,041	\$20,549	\$68,796	\$13,645	\$10,234	Total Hours	Total Labor Cost	Subtotal
Total Labor Cost (by Discipline)	\$325,585				\$113,224				2,562	\$438,809	\$438,809
TASK 1 Program and Project Management Services											
1.10 Project Communications		40	90			20			150	\$27,253.80	\$27,253.80
1.20 Project Status Meetings		60	90						150	\$28,737.00	\$28,737.00
1.30 Installation Project Status Reports		20	60						80	\$14,832.00	\$14,832.00
1.40 Budget Tracking			40						40	\$7,004.00	\$7,004.00
1.50 Issue Management		195	240			160			595	\$106,944.90	\$106,944.90
1.60 Project Coordination	20		100			20			140	\$24,678.80	\$24,678.80
1.70 Field Support Activities							144		144	\$13,645.44	\$13,645.44
1.80 AMI Vendor Management: Review of Deliverables and Invoice Review			100	36					136	\$20,550.56	\$20,550.56
Sub-total Task Hours	20	315	720	36	—	200	144	—	1,435	\$243,646.50	\$243,646.50
TASK 2 Ramp up and Pre-Construction Meeting											
2.10 Project Coordination with Badger Meter, Inc. and Pedal Valves		4	8						12	\$2,266.00	\$2,266.00
2.20 Pre-Construction Meeting and Plan Updates		4	6			4		4	18	\$2,929.32	\$2,929.32
Sub-total Task Hours	—	8	14	—	—	4	—	4	30	\$5,195.32	\$5,195.32
Task 3 Deployment Monitoring and Data Analysis											
3.10 Endpoint Acceptance Tool Development, Tool Testing, and Unit Testing		26	50		95	20			191	\$37,770.10	\$37,770.10
3.20 Weekly Issue Resolution		40	80			80			200	\$34,031.20	\$34,031.20
3.30 Public Communications Support		12	40			60			112	\$18,128.00	\$18,128.00
Sub-total Task Hours	—	78	170	—	95	160	—	—	503	\$89,929.30	\$89,929.30
Task 4 Integration Support											
4.10 Integrations Design & Testing and Coordination with Badger Meter, Inc. and Tyler Technologies		40	56						96	\$18,457.60	\$18,457.60
4.20 Integrations Implementation and Refinement		10	12						22	\$4,264.20	\$4,264.20
Sub-total Task Hours	—	50	68	—	—	—	—	—	118	\$22,721.80	\$22,721.80
TASK 5 Business Process Refinement											
5.10 Standard Operating Procedures for Revised Business Process Maps			12			40		40	92	\$12,236.40	\$12,236.40
5.20 Map New Business Processes Resulting from AMI			36						36	\$6,303.60	\$6,303.60
5.30 New Job Description Support and Succession Planning Support		18	30			12		32	92	\$14,411.76	\$14,411.76
Sub-total Task Hours	—	18	78	—	—	52	—	72	220	\$32,951.76	\$32,951.76
TASK 6 Operational Data Analytics Workshop Preparation & Revisiting Meter Inventory											
6.10 Operational Data Analytics Workshop Preparation and Workshop		12	12			24		12	60	\$9,443.04	\$9,443.04
6.20 Updates to Meter Inventory Dashboard		4	12			40			56	\$8,652.00	\$8,652.00
Sub-total Task Hours	—	16	24	—	—	64	—	12	116	\$18,095.04	\$18,095.04
TASK 7 Initial and Final Solution Acceptance											
7.10 Testing Issues Log		16	24						40	\$7,663.20	\$7,663.20
7.20 Final Solution Acceptance Support		16	16						32	\$6,262.40	\$6,262.40
7.30 Final Presentation to FCWS Core Team and Sponsors		8	16			4		4	32	\$5,545.52	\$5,545.52
Sub-total Task Hours	—	40	56	—	—	4	—	4	104	\$19,471.12	\$19,471.12
TASK 8 Project Closeout											
8.10 Project Closeout Presentation		4	8						12	\$2,266.00	\$2,266.00
8.20 Performance Metrics Tracking Plan		8	16						24	\$4,532.00	\$4,532.00
Sub-total Task Hours	—	12	24	—	—	—	—	—	36	\$6,798	\$6,798
Budgetary Expenses (Other Direct Costs)											\$9,900
Total Labor Cost									2,562	\$438,809	\$438,808.84
Total Labor Cost / Month (Assuming a 30-month schedule)											\$14,956.96
TOTAL										\$438,809	\$448,708.84

Scope assumptions defined in the proposal.

COUNTY AGENDA REQUEST

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Department: Clerk

Presenter(s): Tameca P. Smith, County Clerk

Meeting Date: Thursday, March 9, 2023

Type of Request: New Business #12

Wording for the Agenda:

Request to approve revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation.

Background/History/Details:

O.C.G.A. 36-12-5(a) states that when a person dies in Georgia and the decedent, his family, and his immediate kindred are indigent and unable to provide for his decent interment, the governing authority of the county where the death occurs shall make available from county funds a sum sufficient to provide a decent interment of the deceased indigent person or to reimburse such person as may have expended the cost thereof voluntarily, the exact amount thereof to be determined by the governing authority of the county.

In the past, the County could choose burials. This revision would give the County the option, based on the availability of burial plots and the relative cost of each option, to also choose cremation.

What action are you seeking from the Board of Commissioners?

Approval of revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY POLICIES AND PROCEDURES**ADMINISTRATION
Indigent Burials
100.09****PROCEDURE****4. Determining Final Arrangements**

Cremation. Though cremation is an ever-increasing practice, it is not mandatory that remains of an eligible decedent for whom the County pays final expenses must be cremated. The County may offer next-of-kin the option of cremation or burial of the deceased. If ~~the cremation is chosen by the~~ next-of-kin ~~agrees to cremation of the deceased~~ or the County, it shall be the responsibility of the service provider to ensure that compliance with State law occurs, including proper execution of all required documentation. The service provider shall be the primary custodian of said documents. When there is no known next-of-kin, guardian, or other party involved in the final arrangements of an eligible indigent decedent, the County ~~shall not cremate the remains but will inter the remains in a burial plot provided by the County~~ shall choose cremation or burial. This decision shall be made based on the availability of burial plots and the relative cost of each option.

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2023-____

AN ORDINANCE TO AMEND THE POLICIES AND PROCEDURES FOR FAYETTE COUNTY, GEORGIA; TO REVISE POLICY 100.09; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE POLICIES AND PROCEDURES OF FAYETTE COUNTY BE AMENDED AS FOLLOWS:

Section 1. By deleting the subparagraph entitled “Cremation” under Paragraph 4, pertaining to “Determining Final Arrangements”, of the Subsection of Section 100.09 pertaining to “Procedure”, in its entirety, and by replacing it with the following:

Cremation. Though cremation is an ever-increasing practice, it is not mandatory that remains of an eligible decedent for whom the County pays final expenses must be cremated. The County may offer next-of-kin the option of cremation or burial of the deceased. If cremation is chosen by the next-of-kin or the County, it shall be the responsibility of the service provider to ensure that compliance with State law occurs,

including proper execution of all required documentation. The service provider shall be the primary custodian of said documents. When there is no known next-of-kin, guardian, or other party involved in the final arrangements of an eligible indigent decedent, the County shall choose cremation or burial. This decision shall be made based on the availability of burial plots and the relative cost of each option.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2023.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 263 of 289

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, March 9, 2023

Type of Request: New Business #13

Wording for the Agenda:

Consideration of Policy 448.21; Hybrid Telework.

Background/History/Details:

The necessity to provide a safe working environment for employees during the pandemic made teleworking an ideal option for many governments and private companies.

A hybrid teleworking policy is an effective way to provide employees with the best of both worlds and provides a win-win solution that can help reduce costs while providing employees with the flexibility and autonomy they need to be productive and successful. It is becoming an increasingly attractive option.

It's a powerful recruitment and retention tool for positions that can take advantage of this new policy. It has become somewhat of an expectation from job applicants that the County will offer flexible work schedules and some form of teleworking.

What action are you seeking from the Board of Commissioners?

Approval of Policy 448.21; Hybrid Telework.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

ORDINANCE

NO. 2023-__

AN ORDINANCE TO AMEND THE POLICIES AND PROCEDURES MANUAL FOR FAYETTE COUNTY, GEORGIA; TO CREATE A NEW POLICY FOR FLEXIBLE/HYBRID WORK SCHEDULES; TO CREATE A FLEXIBLE AND HYBRID WORK ARRANGEMENT FORM; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COIUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE POLICIES AND PROCEDURES MANUAL OF FAYETTE COUNTY BE AMENDED AS FOLLOWS:

Section 1. By creating a new policy pertaining to Flexible/Hybrid Work Schedules to be known as Flexible/Hybrid Work Schedules, Policy Number 448.21 to read as follows:

**FAYETTE COUNTY
POLICIES AND PROCEDURES****HR – WORK SCHEDULES
Flexible/Hybrid Schedules
448.21****PURPOSE**

Fayette County is committed to helping employees face the demands of juggling work, family and personal obligations by offering several possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing Fayette County to maintain a progressive and productive work environment.

POLICY

Alternative work scheduling will be on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations, and to serve Fayette County as a whole with increased productivity at no expense to quality output.

Several alternative work schedule options are available to employees:

1. Flextime - An employee works eight (8) hours per workday, but there is flexibility in an employee's set scheduled starting and ending times.
2. Compressed workweeks - An employee works ten (10) hours per workday, reducing the workweek to four (4) days a week.
3. Full time Remote - 100% Teleworking, refer to Policy 448.20 for further guidelines.
4. Hybrid teleworking - An employee is scheduled to work in the office on an approved hybrid schedule. Example: Two (2) days teleworking and three (3) days in the office. Refer to policy 448.20 for further guidelines.

The department head and supervisor are responsible for identifying if any of the aforementioned staffing options are workable within the department. This may include determining if the entire department or an entire shift should convert to one or more of the above alternative scheduling options. To determine whether an employee's request for an individual alternative work schedule is appropriate, the department head and supervisor must assess the impact and the outcome in terms of production, quality, and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, Fayette County and the employee.

Upon approval of a flexible work schedule by the supervisor, department head, the Human Resources Director, and the County Administrator a six-month trial period will commence to

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – WORK SCHEDULES Flexible/Hybrid Schedules 448.21

assess the impact and effectiveness of the arrangement. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management with the approval of the Human Resources Director and the County Administrator.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. In order for a flexible work schedule to be approved, the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery. Employees are only eligible once a mandatory 60-day in-office onboarding/probationary period is completed. This requirement can be amended with approval by the Human Resources Director and the County Administrator.

PROCEDURE

Each employee should work with his or her supervisor to determine if their position is eligible for a flexible/hybrid work schedule. Supervisors must submit a work arrangement form for each of their direct reports requesting a flexible or hybrid work schedule. A form of Flexible and Hybrid Work Arrangement Form is attached hereto as Exhibit "A" and is incorporated herein by this reference. An accompanying Teleworking Agreement form will be needed as outlined in policy 448.20 when options 3 & 4 are requested.

Supervisors will review work arrangements annually and make changes as warranted.

Work Arrangement Options and Guidelines

1. Flextime – Eight (8) hours per day (flexible start and end times)

Eligible Employee and Position held:

Scheduling: [Insert information on adjustments to standard hours worked (8-5), flextime options, etc.]

Documentation: [Insert any backup for why this will work for department and this position.]

Communication: [Insert any specific availability and communication expectations.]

**FAYETTE COUNTY
POLICIES AND PROCEDURES****HR – WORK SCHEDULES
Flexible/Hybrid Schedules
448.21****2. Compressed Workweeks ten (10) hours per day (four (4)-day workweek)**

Eligible Employee and Position held:

Scheduling: [Insert information on adjustments to standard days worked (M-F), flextime options, etc.]

Documentation: [Insert any backup for why this will work for department and this position.]

Communication: [Insert any specific availability and communication expectations.]

3. Full-Time Remote

Eligible Employee and Position held:

Scheduling: [Insert information on adjustments to standard days in office worked any adjustments to standard hours, staggered shifts, flextime options, etc.]

Documentation: [Insert any backup for why this will work for department and this position.]

Communication: [Insert any specific availability and communication expectations.]

4. Hybrid In-Office/Remote Work

Eligible Employee and Position held:

Scheduling: [Insert information on how many and which days to be in the office, any adjustments to standard hours, staggered shifts, flextime options, etc.]

Documentation: [Insert any backup for why this will work for department and this position.]

Communication: [Insert any specific availability and communication expectations.]

EXHIBIT "A"

Fayette County Flexible and Hybrid Work Arrangement Form

Please check the box for the requested arrangement. Supervisors will review work arrangements annually and make changes as warranted. Please reference policy 448.21 for more specific guidelines. Supervisors must submit a work arrangement form for each of their direct reports requesting a flexible or hybrid work schedule.

Work Arrangement Option

☐ **1. Flextime eight (8) hours per day (flexible start and end times)**

Eligible Employee and Position Held:

Scheduling:

Documentation:

Communication:

☐ **2. Compressed Workweeks ten (10) hours per day (four (4)-day workweek)**

Eligible Employee and Position Held:

Scheduling:

Documentation:

Communication:

☐ **3. Full-Time Remote**

Eligible Employee and Position Held:

Scheduling:

Documentation:

Communication:

☐ **4. Hybrid In-Office/Remote Work**

Eligible Employee and Position Held:

Scheduling:

Documentation:

Communication:

Additional conditions agreed upon by the supervisor and the employee are as follows:

Employee Signature and Date

Supervisor Signature and Date

Human Resources Director Signature and Date

County Administrator Signature and Date

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In the event any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part hereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this ____ day of _____, 2023.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 271 of 289

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, March 9, 2023

Type of Request: New Business #14

Wording for the Agenda:

Consideration of revisions to the Policy 448.20; Telework.

Background/History/Details:

The Telework Policy was adopted by the Board of Commissioners in May 13, 2012.
The revisions are provided in redlined document in the attached backup for this item.
This policy is also referenced in the proposed Hybrid Policy 448.21.

What action are you seeking from the Board of Commissioners?

Approval of revisions to Policy 448.20; Telework.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – GENERAL EMPLOYEE POLICIES

Teleworking 448.20

PURPOSE

This document defines the teleworking program and the guidelines and rules under which it will operate.

POLICY

Employees taking part in Teleworking (“Teleworkers”) must comply with all related County personnel policies and practices. This program can be utilized by managers as a tool to promote workforce productivity. Employee salary and benefits will not change as a result of participation in Teleworking. Employees agree that Teleworking is voluntary and may be terminated by the County, with or without cause at any time. Terms and conditions of employment for teleworkers and their supervisors ~~remains~~remain the same. Work hours, overtime compensation and vacation schedules must conform to County guidelines and to terms otherwise agreed upon by the employee and their supervisor. The employee shall abide with all policies, rules, and regulations of the County while ~~teleworking~~Teleworking. The employee agrees not to conduct personal business during the defined ~~teleworking~~Teleworking period at the alternate workplace.

PROCEDURE

Selection

Department Heads will work with the Human Resources Director and the County Administrator to identify employees who are ~~teleworking~~Teleworking candidates. Employees will be selected based on the suitability of their jobs, an evaluation of potential success as a ~~teleworker~~Teleworker, and an evaluation of their supervisor to handle remote workers.

~~Teleworker’s~~Teleworking Agreement

Every ~~teleworker~~Teleworker will have a signed ~~Teleworker’s~~Teleworking Agreement on file with their supervisor and Human Resources. This ~~agreement~~Agreement will be updated when substantial changes are made to the ~~teleworking~~Teleworking agreementAgreement. A form of Teleworking Agreement is attached hereto as Exhibit “A” and is incorporated herein by this reference. A form of the Telework Home Office Safety Checklist is attached as Exhibit “B” and is incorporated herein by this reference.

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – GENERAL EMPLOYEE POLICIES

Teleworking 448.20

Workspace

~~Since the employee's remote work space is considered an extension of the County work space, the County has workers' compensation liability for job related accidents during the employee's telework hours.~~ The County has the right to make on-site visits to the employee's residence, or other alternative work site, at mutually agreed upon times, with reasonable notice to determine that the work site is safe.

~~The employee remains liable for injuries to third persons and members of the employee's family on the employee's premises.~~

~~Individual tax implications related to the home work space shall be the responsibility of the teleworker. Participating employees are advised to consult a tax expert.~~

Equipment, ~~Furniture~~ and Supplies

The use of equipment, software, ~~and,~~ supplies ~~and furniture~~, when supplied by the County for use at the remote location, is limited to authorized persons and for purposes relating to County business. The employee is responsible for ~~seeing that properly utilizing the~~ equipment ~~is properly used~~. The County ~~will provide~~ is responsible for repairs to County equipment. ~~When the employee uses their own equipment, the employee is responsible for maintenance and repair of that equipment.~~ Office supplies (e.g., pens and paper) shall be provided by the ~~agency~~ County and should be obtained during the ~~teleworker's~~ Teleworker's in-office work period.

~~The employee is expected to use their own furniture, telephone lines and other equipment (with the exception of any equipment provided by the County).~~

Security

The ~~teleworker~~ Teleworker is responsible for maintaining confidentiality and security at the alternate workplace, as the ~~teleworker~~ Teleworker would at the primary workplace. The employee must protect the security and integrity of data, information, paper files and access to agency computer systems. County Information System policies apply to ~~teleworking~~ Teleworking, the same as they would in the primary workplace.

Child Care, Dependent Care and Business Guests

Teleworkers may not use ~~telework~~ Telework as a child care or dependent care option. The ~~teleworker~~ Teleworker may not have business guests at the alternate workplace or any other location except at County offices.

Mileage Reimbursement

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

HR – GENERAL EMPLOYEE POLICIES

Teleworking

448.20

Mileage between the home and the employee's assigned office or other ~~telework~~Telework location shall be considered commute mileage and not subject to reimbursement.

STATE OF GEORGIA
COUNTY OF FAYETTE

ORDINANCE

NO. 2023-__

AN ORDINANCE TO AMEND THE POLICIES AND PROCEDURES MANUAL FOR FAYETTE COUNTY, GEORGIA; TO REVISE THE POLICY FOR TELEWORKING; TO PROVIDE FOR A TELEWORKING AGREEMENT; TO PROVIDE FOR A TELEWORKING SAFETY CHECKLIST; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COIUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE POLICIES AND PROCEDURES MANUAL OF FAYETTE COUNTY BE AMENDED AS FOLLOWS:

Section 1. By deleting Policy Number 448.20 as it pertains to Teleworking, and by enacting a new Policy Number 448.20 pertaining to Teleworking to read as follows:

**FAYETTE COUNTY
POLICIES AND PROCEDURES****HR – General Employee Policies
Teleworking
448.20****PURPOSE**

This document defines the teleworking program and the guidelines and rules under which it will operate.

POLICY

Employees taking part in Teleworking (“Teleworkers”) must comply with all related County personnel policies and practices. This program can be utilized by managers as a tool to promote workforce productivity. Employee salary and benefits will not change as a result of participation in Teleworking. Employees agree that Teleworking is voluntary and may be terminated by the County, with or without cause at any time. Terms and conditions of employment for Teleworkers and their supervisors remain the same. Work hours, overtime compensation and vacation schedules must conform to County guidelines and to terms otherwise agreed upon by the employee and their supervisor. The employee shall abide with all policies, rules, and regulations of the County while Teleworking. The employee agrees not to conduct personal business during the defined Teleworking period at the alternate workplace.

PROCEDURE**Selection**

Department Heads will work with the Human Resources Director and the County Administrator to identify employees who are Teleworking candidates. Employees will be selected based on the suitability of their jobs, an evaluation of potential success as a Teleworker, and an evaluation of their supervisor to handle remote workers.

Teleworking Agreement

Every Teleworker will have a signed Teleworking Agreement on file with their supervisor and Human Resources. This Agreement will be updated when substantial changes are made to the Teleworking Agreement. A form of Teleworking Agreement is attached hereto as Exhibit “A” and is incorporated herein by this reference. A form of the Telework Home Office Safety Checklist is attached as Exhibit “B” and is incorporated herein by this reference.

**FAYETTE COUNTY
POLICIES AND PROCEDURES****HR – General Employee Policies
Teleworking
448.20****Workspace**

The County has the right to make on-site visits to the employee's residence, or other alternative work site, at mutually agreed upon times, with reasonable notice to determine that the work site is safe.

Equipment and Supplies

The use of equipment, software, and supplies, when supplied by the County for use at the remote location, is limited to authorized persons and for purposes relating to County business. The employee is responsible for properly utilizing the equipment. The County is responsible for repairs to County equipment. Office supplies (e.g., pens and paper) shall be provided by the County and should be obtained during the Teleworker's in-office work period.

Security

The Teleworker is responsible for maintaining confidentiality and security at the alternate workplace, as the Teleworker would at the primary workplace. The employee must protect the security and integrity of data, information, paper files and access to agency computer systems. County Information System policies apply to Teleworking, the same as they would in the primary workplace.

Child Care, Dependent Care and Business Guests

Teleworkers may not use Telework as a child care or dependent care option. The Teleworker may not have business guests at the alternate workplace or any other location except at County offices.

Mileage Reimbursement

Mileage between the home and the employee's assigned office or other Telework location shall be considered commute mileage and not subject to reimbursement.

EXHIBIT "A"**Fayette County
Teleworking Agreement**

Telework is working at a location other than at a County office. This can be either at a home or another location. Telework is an option that management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees do not have a "right" to telework and this work option may be terminated by the employer at any time.

The following conditions for telework must be agreed to by the teleworker, department head, HR Director and the County Administrator:

1. The employee agrees to work at the following location:

(Home or alternate work address)

2. The employee will telework _____ day(s) a week, or _____ days a month.

3. The employee's work hours will be as follows:

Day: _____ From: _____ To: _____

4. Equipment to be used by the employee at the telework worksite will be agreed to by both the employee and their department head. The following equipment is needed to complete the telework assignment:

- | | |
|-------------------------------|-----------------------------------|
| <input type="radio"/> Laptop | <input type="radio"/> Monitor (s) |
| <input type="radio"/> Scanner | <input type="radio"/> Mouse |
| <input type="radio"/> Printer | <input type="radio"/> Keyboard |

5. The department head and employee agree to the following arrangement regarding business telephone calls, use of cell phone and use of a fax machine:

6. The employee agrees to call the central office to retrieve work-related messages at least _____ times per telework day.

7. The employee agrees to “check out” all supplies needed by contacting the appropriate office staff. Additional conditions agreed upon by the department head and the employee are as follows:

Telework Standards: When a telework assignment is agreed upon, the following standards apply:

1. Telework is a management option and may be terminated by the employer at any time with the approval of the Human Resources Director and the County Administrator.
2. Employees remain obligated to comply with all County rules, policies, and instructions. Violations of these rules, policies, etc., may result in preclusion from telework, or disciplinary action, up to and including termination of employment.
3. The department head has the right to alter this Agreement when needed for special events/circumstances within the department with adequate notice to the employee.
4. The duties, obligations, responsibilities, and conditions of a teleworker’s employment with the County are unchanged. The employee’s salary and benefits are unchanged.
5. All records in the course of conducting County business shall be maintained in accordance with the County’s Records Management Plan (Policy 100.21) and Records Management Retention Schedule (Ordinance 2016-10).
6. The use of equipment, software, and supplies, when provided by the County for use at the offsite work location, is limited to authorized persons and for purposes relating to County business only.
7. Employees should designate a workspace for installation of equipment. This workspace should be maintained in a safe condition, free from hazards and other dangers to employees and equipment.
8. When County equipment is provided to the employee, the employee is responsible for ensuring that the equipment is properly used. The County is responsible for repairs to County equipment.

9. Requests to work overtime or to use sick leave, vacation or other leave must first be approved by the employee's supervisor in the same manner as when working in the regular office.
10. If a teleworker is sick while working at home, the teleworker is required to report the hours worked, and must use sick leave or other accrued time to cover the hours not worked.
11. Teleworkers may not use telework as a childcare or dependent care option. The teleworker may not have business guests at the alternate workplace or any other location except at County offices.
12. As a telework employee, I have reviewed the conditions of this Teleworking Agreement and the County Telework Policy with my supervisor and agree to the conditions.

Employee Signature and Date

Department Head Signature and Date

Human Resources Director Signature and Date

County Administrator and Date

Termination Date and Initials

Department Head

HR Director

County Administrator

EXHIBIT "B"**FAYETTE COUNTY TELEWORK HOME OFFICE SAFETY CHECKLIST**

This form should be completed by teleworkers to assess the safety of their homes.

Employee _____ Date _____

Department Head _____

Telework site address _____

This checklist is designed to assess the safety of the telework site. Telework applicants should inspect their desired work site and complete this form.

1. Is the workspace free from excessive noise? ☐ Yes ☐ No
2. Is adequate lighting (side or rear) provided at the work station? ☐ Yes ☐ No
3. Is all electrical equipment free of recognized hazards that could Cause physical harm (frayed wires running through walls; exposed Wires fixed to the ceiling)? ☐ Yes ☐ No
4. Is the electrical system adequate for office equipment? ☐ Yes ☐ No
5. Is electrical equipment grounded and are surge protectors in place? ☐ Yes ☐ No
6. Are aisles, doorways and floors free of obstructions to permit Visibility and movement? ☐ Yes ☐ No
7. Is there an exit that allows prompt exiting? ☐ Yes ☐ No
8. Are phone lines, electrical cords and extension wires secured Under a desk or along a baseboard? ☐ Yes ☐ No
9. Is the office space neat and clean? ☐ Yes ☐ No
10. Are working smoke detectors installed at the work site? ☐ Yes ☐ No
11. Is the work area private and free of intrusion? ☐ Yes ☐ No
12. Are files and data secured? ☐ Yes ☐ No
13. Are first aid supplies readily accessible and adequate? ☐ Yes ☐ No
14. Are work materials and equipment in a secure place that can be Protected from damage or misuse? ☐ Yes ☐ No

15. Are there security requirements in place to protect confidentiality and security of County information and computer systems? ☐ Yes ☐ No

Employee _____

Date _____

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In the event any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part hereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this ____ day of _____, 2023.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk


Approved as to form:


County Attorney



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: February 10, 2023

Subject: **Contract #1932-P: Debris Clearing, Removal & Disposal
Renewal 2**

The County contracts with Ceres Environmental Services, Inc. to provide debris clearing, removal, and disposal in the event of a major disaster or emergency. This is an annual contract coinciding with the county's fiscal year. The contract has two one-year renewal options. This request is for the approval of the second renewal. The contractor has accepted the renewal, if approved.

This is a pre-positioned contract so there will be no cost to the County unless and until a natural or man-made disaster occurs, and a Notice of Activation is issued to the contractor. At that time, the County would request performance and payment bonds, and establish a not-to-exceed amount based on the nature and extent of the damage.

Fayette County Emergency Management proposes to contract again with Ceres Environmental Services Inc. for Fiscal Year 2024. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	#1932-P: Debris Clearing, Removal & Disposal
Type of Contract	Pre-positioned Contingency Contract
Contractor	Ceres Environmental Services, Inc.
Renewal 2	7/1/2023-6/30/2024
Contract Amount	Established upon activation, if needed

Approved by: _____



Date: _____

2/9/23

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 3/9/2023

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Ceres Environmental Services, Inc.	Contract Number: 1932-P
Mailing Address: 6968 Professional Parkway East	Contract Description or Title: Debris Clearing, Removal & Disposal
City, St, Zip Code: Sarasota, FL 34240	Contract Term (Dates) From: 7/1/2021-Present
Phone Number: 800-218-4424	Task Order Number: n/a
Cell Number: N/A	Other Reference: For renewal 2
E-Mail Address: dawn.brown@ceresenv.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule					✓
2. Condition of delivered products					✓
3. Quality of work					✓
4. Adherence to specifications or scope of work					✓
5. Timely, appropriate, & satisfactory problem or complaint resolution					✓
6. Timeliness and accuracy of invoicing					✓
7. Working relationship / interfacing with county staff and citizens			✓		
8. Service Call (On-Call) response time					✓
9. Adherence to contract budget and schedule					✓
10. Other (specify):					✓
11. Overall evaluation of contractor performance			✓		

EVALUATED BY

Signature: <i>Brian P. Davis</i>	Date of Evaluation: <i>2 - 10 - 2023</i>
Print Name: <i>Brian P. Davis</i>	Department/Division: <i>EMA</i>
Title: <i>EMA Director</i>	Telephone No: <i>(770) 305 - 5172</i>

[illegible][illegible]



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Natasha Duggan *ND*

Date: February 9, 2023

**Subject: Contract #1933-P: Debris Monitor
Renewal #2**

The County contracts with Tetra Tech, Inc. to provide monitoring in the event of a major disaster or emergency. This is an annual contract coinciding with the County's fiscal year. The contract has two one-year renewal options. This request is for the approval of the second renewal. The contractor has accepted the renewal, if approved.

This will be a "pre-event" contract, so there will be no cost to the County unless and until a disaster or other emergency hits, and a Notice of Activation is issued to the contractor. At that time, the County would request performance and payment bonds, establish a not-to-exceed amount based on the nature and extent of the damage, and issue a Notice to Proceed letter to the contractor.

Specifics of the proposed contract renewal are as follows:

Contract Name	1933-P: Debris Monitor
Type of Contract	Pre-Positioned Contingency Contract
Vendor	Tetra Tech, Inc.

Contract Term:	
Initial Term	Terminated June 30, 2022
First Renewal	Terminates June 30, 2023
Second Renewal	Terminated June 30, 2024

Contract Amount	Established upon activation, if needed
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Approved by: * *Steve Rapson* Date: 2/9/23

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2024 budget.

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Tetra Tech, Inc.	Contract Number: #1933-P
Mailing Address: 3475 E. Foothill Blvd.	Contract Description or Title: Debris Monitor
City, St, Zip Code: Pasadena, CA 91107	Contract Term (Dates) From: 7/1/2021 - Present
Phone Number: 626-351-4664	Task Order Number: n/a
Cell Number: N/A	Other Reference: Renewal 2
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule					✓
2. Condition of delivered products					✓
3. Quality of work					✓
4. Adherence to specifications or scope of work					✓
5. Timely, appropriate, & satisfactory problem or complaint resolution					✓
6. Timeliness and accuracy of invoicing					✓
7. Working relationship / interfacing with county staff and citizens			✓		
8. Service Call (On-Call) response time					✓
9. Adherence to contract budget and schedule					✓
10. Other (specify):					✓
11. Overall evaluation of contractor performance			✓		

EVALUATED BY

Signature: <i>Brian P. Davis</i>	Date of Evaluation: <i>2-9-2023</i>
Print Name: <i>Brian P. Davis</i>	Department/Division: <i>EMA</i>
Title: <i>EMA Director</i>	Telephone No: <i>(770) 305-5172</i>

Contract Number: 1933-P

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Although there has not been a need to activate this contract, Tommy Webster, the Deputy Director of Response and Recovery for Tetra Tech, does conduct periodic check-ins with the EMA Director of Fayette County.

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):