

City of Guyton, Georgia



**CITY COUNCIL MEETING
November 10, 2020 at 7:00 p.m.**

**C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street, Guyton, GA 31312**

AGENDA

- 1. Call to Order**
- 2. Moment of Repose for Those Who Practice Some Other Faith**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Consideration to approve the Agenda**
- 6. Consideration to approve Minutes of Meetings**
 - a. Tuesday, October 6, 2020 at 6:00 p.m. – City Council Workshop
 - b. Tuesday, October 6, 2020 at 7:00 p.m. – Special Called City Council Meeting
 - c. Tuesday, October 13, 2020 at 6:00 p.m. – Public Hearing – Zoning Ordinances
 - d. Tuesday, October 13, 2020 at 7:00 p.m. – City Council Meeting
- 7. Reports from Staff or Committees**

City Manager – Bill Sawyer
Historical Commission – Pearl Boynes
Police Department – Chief James Breletic
Public Works - EOM
Fire Department- Chief Clint Hodges
- 8. Public Comments (will be limited to Agenda Items only)**
- 9. New Business**
 - a. Consideration to Approve a Sanitation Contract (Waster Management/Waste Pro or Atlantic)
 - b. Consideration to Approve SPLOST Funds for Highland Park Improvements
 - c. Consideration to Approve the City Manager to Coordinate with the County regarding

- the Guyton Prison Work Detail.
- d. Consideration to Approve the use of SPLOST Funds to pay the Guyton Prison Work Detail and to purchase needed Transportation and Equipment for this Detail.
 - e. Consideration to Approve an Intergovernmental Agreement with Effingham County regarding the Guyton Prison Work Detail.
 - f. Consideration to Approve the New Guyton Insurance Rates
 - g. Consideration to Authorize the City Manager to bid Banking Services for the City of Guyton
 - h. Consideration to Approve the use of SPLOST Funds to pay for a new Server and Switch for the City of Guyton
 - i. Consideration to Approve a New Phone System for the City of Guyton

9. General Government

Guyton Gym Windows – Bill Sawyer
GEMA Generator Grant – Bill Sawyer
Crossgate – Bill Sawyer
Guardrails – Bill Sawyer
TSPLOST – Bill Sawyer

10. Dates to Remember

Wednesday, November 11, 2020 – City Hall will be closed for Veterans Day

Tuesday, November 24, 2020 at 6:00 p.m., Planning and Zoning Committee Public Hearing – Vandiver Tract – Hwy 17 - Annexation, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, November 24, 2020 at 7:00 p.m., Planning and Zoning Committee Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Thursday, November 26, 2020 and Friday, November 27, 2020 – City Hall will be closed for Thanksgiving Day and the Day after Thanksgiving

Tuesday, December 1, 2020 City Council Workshop at 7:00 p.m. located at the C.D. Dean, Jr., Public Safety Complex, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, December 8, 2020 at 6:00 p.m., City Council Public Hearing – Vandiver Tract – Hwy 17 - Annexation, located at the C.D. Dean, Jr., Public Safety Complex, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, December 8, 2020 at 7:00 p.m., City Council Meeting, located at the C.D. Dean, Jr., Public Safety Complex, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Thursday, December 24, 2020 and Wednesday, December 25, 2020 City Hall will be closed for Christmas Eve and Christmas Day

Thursday, December 31, 2020 City Hall will be closing at 12:00 p.m. for New Year's Eve

Friday, January 1, 2021 City Hall will be closed for New Year's Day

- 11. Consideration to move from the Regular Meeting into an Executive Session**
- 12. Consideration to take any action needed arising from Executive Session**
- 13. Public Comments (will be limited to Agenda Items only)**
- 14. Consideration to Adjourn this meeting**



City of Guyton
City Council Workshop
October 6, 2020 – 6:00 p.m.

MINUTES OF WORKSHOP

Call to Order

The October 6, 2020 City of Guyton City Council Meeting was called to order by Mayor Russ Deen at approximately 6:00 p.m. Mayor Russ Deen, Council Member Joseph Lee, Council Member Hursula Pelote and Council Member T. Marshall Reiser were present at this meeting. Mayor Pro Tem Michael Johnson, Sr. joined the Workshop around 7:06 p.m.

TOPICS FOR DISCUSSION

a. Audit – Year Ended June 30, 2019

Matthew Caines discussed the Audit and the Financial Statements. There were Findings, but we have resolved those Findings, but you will see those same Findings next year. Segregation of Duties. Reiser states that the opinion of the Audit was unqualified which means that there are no findings of material issue for anyone to be concerned about. Caines states that the City looks in pretty good financial shape and that he will be starting the 2020 Audit soon.

b. Skip Starling – Update on Fire Equipment Sale

Skip Starling gave an update on the loose items that are still up for sale. The two major fire trucks are still up for sale. We have about \$71,000 in sales.

c. Tom Barnes – City Art Project

Tom Barnes is a local artist and he would like to put art projects on the Pilgrim Trail. He would like to put 12 to 20 pieces of sculpture along the Trail. Mr. Barnes thinks that these sculptures would attract tourism around art. Mr. Barnes thinks that the City could apply for an Art Grant to pay for these art projects. A discussion by citizens ensued about the history of the Pilgrim Trail and the Caboose. Pelote thinks that multicultural art would be great along the Trail. Mrs. Pelote discusses the Men of the Forest.

d. SPLOST Projects

Sawyer discussed the SPLOST projects.

Walking Trail - \$66,000 Grant - \$22,000 was approved for repairs to the Walking Trail – it was a pre-application. The Grant was not approved.

Roundabout Lights – The light will be here in December and all the lights in the Roundabout will be repaired

Crossgate Flooding and Drainage – Crossgate is ready to bid

Guardrails – Surveys have been completed and the bid process is ready to go

GEMA Generator – Two Firms are looking at those Grants

Gymnasium – Replace Windows – The 23rd of October the City will open Bids

Karen Keech asked about the SPLOST Projects

e. Utility Authority – Refinance Bonds

Sawyer discusses the purpose of having a Utility Authority – Water/Sewer – Created by a Resolution. This Authority would reduce the financial burden on the City. Three years ago, the City Refinanced the Bonds.

f. Mask Ordinance

Mayor Deen discusses the Pandemic and statistics regarding this Pandemic. Mayor Deen would like the businesses to help with this Ordinance. Citizens discuss this Ordinance. Businesses can opt out this Ordinance.

g. City Accounts – Mayor/City Manager Discussion

There are two City Accounts that he would like to close and move to the General Fund. The City will act on this at the October City Council Meeting.

h. Sanitation

Sawyer states that the City currently uses Waste Management to pick up the City's garbage. The City is in the process of meeting with Waste Management, Waste Pro and Atlantic.

i. Events

There are no City Halloween Events this year. The City will be posting the CDC Guidelines on the Website tomorrow. The Holiday Season Events are discussed by Council.

j. Open Discussion

Robert Hunter explained what TSPOLST is about and why to vote on this.

Dates to Remember

- a. Tuesday, October 13, 2020 at 6:00 p.m., City Council Public Hearing – New

Zoning Ordinances, C.D. Dean, Jr., Public Safety Complex, City of Guyton
Gymnasium, 505 Magnolia Street, Guyton, GA 31312

- b. Tuesday, October 13, 2020 at 7:00 p.m., City Council Meeting, C.D. Dean, Jr.,
Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street,
Guyton, GA 31312
- c. Saturday, October 24, 2020 at 8:00 a.m., 8th Annual Superhero Run
- d. Tuesday, October 27, 2020 at 7:00 p.m., Planning and Zoning Committee
Meeting, Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- e. Early Voting - October 12, 2020 – October 30, 2020

Consideration to Adjourn this Workshop

Reiser made a motion to adjourn the Regular Meeting at approximately 7:43 p.m. Pelote seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
Special Called City Council Meeting
October 6, 2020 - 7:00 p.m.

MINUTES OF MEETING

Call to Order

Mayor Russ Deen called the October 6, 2020 City of Guyton Special Called City Council Meeting to order at approximately 7:43 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr., Council Member Joseph Lee, Council Member T. Marshall Reiser and Council Member Hursula Pelote were present at this meeting.

Other staff Present: City Manager Bill Sawyer and City Clerk Tina Chadwick were present.

Consideration to Approve the Amended Agenda

Lee made a motion to Approve the Amended Agenda. Item b should read Introduction of Ordinance Number 2020-14 – An Ordinance for a Mask Mandate due to COVID-19. Reiser seconded the Motion. **Motion passed unanimously.**

Public Comments (Limited to Agenda Items Only)

Consideration to Adopt Ordinance Number 2020-13 – A Declaration of a State of Emergency Due to COVID-19; An Ordinance Taking Immediate Emergency Measures

Mayor Deen read the Ordinance for the Record

Johnson made a Motion to Adopt Ordinance Number 2020-13 – A Declaration of a State of Emergency Due to COVID-19; An Ordinance Taking Immediate Emergency Measures. Pelote seconded the Motion. **Motion passed unanimously.**

Introduction of Ordinance Number 2020-14 – An Ordinance for a Mask Mandate Due to COVID-19

Mayor Deen read the Ordinance for the Record

Consideration to Adjourn the Special Called Council Meeting

Reiser made a Motion to adjourn the Special Called Council Meeting at approximately 7:48 p.m. Pelote seconded the Motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



**City of Guyton
City Council
Public Hearing
October 13, 2020 at 6:00 p.m.**

MINUTES OF PUBLIC HEARING

Call to Order

Mayor Russ Deen called the October 13, 2020 City of Guyton Public Hearing to order at approximately 6:01 p.m. Mayor Russ Deen, Council Member Joseph Lee, Council Member T. Marshall Reiser and Council Member Hursula Pelote were present at the Public Hearing.

Other staff Present: City Manager Bill Sawyer, Interim Assistant City Attorney David “Bobo” Mullens and City Clerk Tina Chadwick were present.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

Call to Order

Mayor Deen called the Public Hearing to Order

NEW BUSINESS

Open City Council Public Hearing

Mayor Deen opened the Public Hearing

Discussion of Ordinance Number 2020-08 – An Ordinance to Amend and Restate the City of Guyton, Georgia Zoning Ordinance and to Amend the official Zoning Map of Guyton, Georgia – Public Comments

Interim City Attorney David “Bobo” Mullens read the Ordinance for the Record and stated that there is a Map present.

Public Comments

There were no Public Comments in favor or against

Mayor Deen thanked the parties involved in this endeavor.

Discussion of Ordinance Number 2020-09 – An Ordinance to Amend and Restate the City of Guyton, Georgia Building Regulations – Public Comments

Interim City Attorney David “Bobo” Mullens read the Ordinance for the Record.

Public Comments

There were no Public Comments in favor or against

Discussion of Ordinance Number 2020-10 – An Ordinance to Amend and Restate the City of Guyton, Subdivision Regulations – Public Comments

Interim City Attorney David “Bobo” Mullens read the Ordinance for the Record.

Public Comments

There were no Public Comments in favor or against

Consideration to Adjourn this Public Hearing

Pelote made a Motion to Adjourn the Public Hearing at 7:07 p.m. Reiser seconded the Motion. Motion passed unanimously.

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
City Council Meeting
October 13, 2020 – 7:00 p.m.

MINUTES OF MEETING

Call to Order

The October 13, 2020 City of Guyton City Council Meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr., Council Member Joseph Lee, Council Member Hursula Pelote and Council Member T. Marshall Reiser were present at this meeting.

Other Staff Present – City Manager Bill Sawyer and City Clerk Tina Chadwick were present.

Moment of Repose for Those Who Practice Some Other Faith

Deen asked all present to take a brief repose for those who practice some other faith.

Invocation

Reiser gave the Invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Pelote.

Consideration to approve the Amended Agenda

Pelote made a motion to approve the Agenda as presented. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to approve Minutes of Meetings

Reiser made a motion to approve the minutes from the Tuesday, September 1, 2020 at 6:00 p.m. – City Council Workshop and the Tuesday, September 8, 2020 at 7:00 p.m. – City Council Meeting. Johnson seconded the motion. **Motion passed unanimously.**

Reports from Staff

EOM – Charlie Heno – 214 Total Work Orders. They have working on the sewer lines around 4th Street Extension. Reiser discusses a report that is being read off a Meter.

City Manager – Bill Sawyer – Sawyer states that he will be with Waste Pro and Atlantic regarding Sanitation. He met with the Auditor on the Walking Trail – Sawyer discussed the SPLOST Projects and the Walking Trail Grant. Sawyer talks about the Annexation of the Vandiver Tract and that the County approved this.

Police Department - Chief Breletic – Chief Breletic thanked the Council for the two new Police Vehicles that they have. 499 Calls – 24 new incidents – 3 accidents – closed 22 cases – 30 reports 3 arrests and 52 citations. November’s Court will be held in the Guyton Gymnasium.

Fire Department – Chief Clint Hodges – 340 Calls Countywide – 19 within the City Limits - 2 major accidents.

Public Comments (will be limited to Agenda Items only)

There are no Public Comments

NEW BUSINESS

Consideration to Adopt Ordinance Number 2020-08 – The City of Guyton to Amend and Restate the Zoning Ordinance and to Amend the Official Zoning Map of Guyton, Georgia

Johnson made a motion to Adopt Ordinance Number 2020-08 – The City of Guyton to Amend and Restate the Zoning Ordinance and to Amend the Official Zoning Map of Guyton, Georgia. Lee seconded the Motion. **Motion passed unanimously.**

Consideration to Adopt Ordinance Number 2020-09 - The City of Guyton to Amend and Restate the Building Regulations

Pelote made a Motion to Adopt Ordinance Number 2020-09 – The City of Guyton to Amend and Restate the Building Regulations. Reiser seconded the Motion. **Motion passed unanimously.**

Consideration to Adopt Ordinance Number 2020-10 – The City of Guyton to Amend and Restate the Subdivision Regulations

Reiser made a motion to Adopt Ordinance Number 2020-10 – The City of Guyton to Amend and Restate the Subdivision Regulations. Johnson seconded the Motion. **Motion passed unanimously.**

Consideration to Adopt Ordinance Number 2020-14 – An Ordinance for a Mask Mandate Due to COVID-19

Johnson made a Motion to Adopt Ordinance Number 2020-14 – An Ordinance for a Mask Mandate Due to COVID-19. Pelote seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the City Manager to Pay Off Contract Number: 9910000753-00004 – E-One International FT - \$36,669.03

Johnson made a Motion to Approve the City Manager to Pay Off Contract Number: 9910000753-00004-E-One International FT - \$36,669.03. Reiser seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the City Manager to Pay Off Contract Number: 9910000753-00005 – 2006 Pumping Engine - \$52,771.18

Lee made a Motion to Approve the City Manager to Pay Off Contract Number: 9910000753-00005 – 2006 Pumping Engine - \$52,771.18. Johnson seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the City Manager to Pay Off Contract Number: - 9910000753-00006 – Edmunds Software - \$52,193.66

Johnson made a Motion to Approve the City Manager to Pay Off Contract Number: 9910000753-00006 – Edmunds Software - \$52,193.66. Lee seconded the Motion. **Motion passed unanimously.**

Consideration to Authorize the City Manager to Transfer Money from the Fire Fund ending in 8213 in the Amount of \$120,483.30 and to Transfer Money from the Checking Account ending in 0568 in the Amount of \$80,098.82 into the General Fund

Sawyer states that we need to move these accounts to the General Fund in taking care of the taxpayer's money.

Reiser made a Motion to Transfer Money from the Fire Fund ending in 8213 in the Amount of \$120,483.30 and to Transfer Money from the Checking Account ending in 0568 in the Amount of \$80,098.82 into the General Fund. Pelote seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the Wastewater Treatment Update/Soil Study

Sawyer states that we need to do more testing.

Pelote made a Motion to Approve the Wastewater Treatment Update/Soil Study. Reiser seconded the Motion. **Motion passed unanimously.**

Dates to Remember

Early Voting – October 12, 2020 – October 30, 2020

Saturday, October 24, 2020 at 8:00 a.m., 8th Annual Superhero Run

Tuesday, October 27, 2020 at 7:00 p.m., Planning and Zoning Committee Meeting, C.D. Dean, Jr., Public Safety Complex, Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312

Tuesday, November 3, 2020 at 6:00 p.m., City Council Workshop. located at the C.D. Dean., Jr., Public Safety Complex, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, November 10, 2020 at 7:00 p.m., City Council Meeting, located at the C.D. Dean, Jr. Complex, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Wednesday, November 11, 2020 City Hall will be closed for Veterans Day

Public Comments (will be limited to Agenda Items only)

There were no Public Comments

Consideration to Adjourn this Meeting

Johnson made a Motion at 7:32 p.m. Pelote seconded the Motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk

**COMPARISONS
SANITATION/GARBAGE
CONTRACT(S)**

	Waste Management Cost	Atlantic Cost	Waste Pro Cost
Cart	\$9.05	\$10.00	\$10.00
Recycle	Not Available with above Cost	\$8.00 Extra Cart \$6.50 Recycle \$5.50 X Recycle Cart	\$5.25 X Cart \$5.25 X Recycle
Cart Recycle Fee	Cart Recycle Fee - \$15.75	Options to Have Cart Only - \$10.00 Cart + Cart - \$18.00 Cart + Recycle - \$16.50	Options to Have Cart Only - \$10.00 Cart + Cart - \$15.25 Cart + Recycle - \$15.25
Cost	\$15.75	\$16.50	\$15.25

SECOND AMENDMENT TO
CONTRACT BETWEEN
THE CITY OF GUYTON, GEORGIA
AND
WASTE MANAGEMENT OF GEORGIA, INC.

THIS SECOND AMENDMENT, made this _____ day of _____, 2020, to the Agreement dated March 31, 2008, as amended July 24, 2012 (collectively referred to as the "Agreement") by and between the City of Guyton, Georgia (the "City"), and Waste Management of Georgia, Inc., a Georgia corporation (the "Contractor").

WHEREAS, the Agreement provides for the extension of the term of the Agreement by mutual agreement of the parties; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement and modify other aspects of the services provided by the Contractor during the extended term;

NOW, THEREFORE, the City and Contractor agree as follows:

Section 1. Term. The term of this Contract is hereby extended through July 24, 2023. Thereafter, the Contract shall automatically renew for up to two additional one year terms unless one party notifies the other at least ninety (90) days prior to the expiration of the then current term.

Section 2. Compensation. Contractor's monthly rate for basic services (1 cart MSW and 1 cart recyclables) shall be \$15.75 per month. This rate shall be subject to adjustment annually each July 1 beginning July 1, 2021, due to changes in the CPI according to the terms of the Contract. The fuel surcharge as described in Section 12 of the original agreement shall be discontinued.

Section 3. Recycle Rewards Program. The Recycle Rewards Program described in Section 4 of the First Amendment shall be discontinued.

Section 4. City Services. The City's Public Works Department shall be provided with an 8 yard front load container for once a week service of solid waste collection and an 8 yard front load container for once a week collection of OCC at no additional charge to the City. No carts shall be provided. The City will be responsible for designating the location of these containers.

Section 5. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement

is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

Section 6. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2020.

CITY OF GUYTON

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WASTE MANAGEMENT OF
GEORGIA, INC.

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SECOND AMENDMENT TO
CONTRACT BETWEEN
THE CITY OF GUYTON, GEORGIA
AND
WASTE MANAGEMENT OF GEORGIA, INC.

THIS SECOND AMENDMENT, made this _____ day of _____, 2020, to the Agreement dated March 31, 2008, as amended July 24, 2012 (collectively referred to as the “Agreement”) by and between the City of Guyton, Georgia (the “City”), and Waste Management of Georgia, Inc., a Georgia corporation (the “Contractor”).

WHEREAS, the Agreement provides for the extension of the term of the Agreement by mutual agreement of the parties; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement and modify other aspects of the services provided by the Contractor during the extended term;

NOW, THEREFORE, the City and Contractor agree as follows:

Section 1. Term. The term of this Contract is hereby extended through July 24, 2023. Thereafter, the Contract shall automatically renew for up to two additional one year terms unless one party notifies the other at least ninety (90) days prior to the expiration of the then current term.

Section 2. Recycling Services and Compensation. Effective _____, 2020, all recycling services provided by Contractor shall be eliminated from the scope of services under this Agreement, and Contractor’s compensation shall be reduced to Nine and 05/100 Dollars (\$9.05) per cart. Contractor’s compensation shall continue to be subject to adjustment annually each July 1 due to changes in the CPI according to the terms of the Agreement. The fuel surcharge as described in Section 121 of the original agreement shall be discontinued.

Section 3. City Services. The City’s Public Works Department shall be provided with an 8 yard front load container for once a week service of solid waste collection and an 8 yard front load container for once a week collection of OCC at no additional charge to the City. No carts shall be provided. The City will be responsible for designating the location of these containers.

Section 4. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement

is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

Section 5. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2020.

CITY OF GUYTON

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WASTE MANAGEMENT OF
GEORGIA, INC.

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS CONTRACT made and entered into this ___ day of _____, 2020 by and between the **City of Guyton, a Georgia** municipal corporation (the "City") and **Waste Pro of South Carolina, Inc.**, a Georgia corporation (the "Company").

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to provide equipment, personnel and management for collection, transportation and an alternate disposal of the City's Municipal Solid Waste (MSW), and Recyclables including processing and disposal of the Recyclables at an acceptable processing center for Recyclables; and

WHEREAS, the Company desires to provide these services for the City, having experience in the collection, transportation and disposal of solid waste and recyclables to the appropriately approved site(s);

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

A. **BAG OR BAGS** — Customer supplied plastic sacks, designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 50 pounds.

B. **BRUSH** — Any cuttings or trimmings from trees, shrubs, or lawns, and similar yard waste and materials. The term "Brush" specifically excludes limbs which are greater than five (5) feet in length, five (5) feet in width, five (5) feet height, or six (6) inches in diameter, bagged yard waste is limited to five (5) bags no heavier than 50 pounds and specifically excludes debris resulting from services of a Commercial Service Provider.

C. **BULKY WASTE** — White Goods, Furniture and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose total weight does not exceed 200 pounds precludes or complicates its handling by normal solid waste collection, processing or disposal methods

D. **CART** — A ninety-six (96) gallon storage receptacle with two (2) wheels and an axle and as a receiving receptacle for Solid Waste and/or Recyclables. The Cart is equipped with a top lid, constructed of special plastic that allows the Cart to be pushed or pulled to the curb of the street and is designed to accommodate household Garbage and/or Recyclables.

- F. CITY OF GUYTON — The City/City of Guyton, Georgia.
- G. CONTRACT ADMINISTRATOR — That person, or his designee, designated by the City to administer and monitor the provisions of the Contract.
- H. CONTRACTOR — Service provider.
- I. CUSTOMER — The owner or tenant of a Residential Unit, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Contract.
- J. DISPOSAL SITE — Any other duly permitted sanitary landfill selected by Contractor and approved by City, in its reasonable discretion.
- K. FRONT END LOAD CONTAINER — A 4YD, 6YD or 8YD receiving receptacle for Solid Waste that has attached lids and doors.
- L. GARBAGE — Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste material from markets, storage facilities, handling and sale of produce and other food products.
- M. HAZARDOUS WASTE — Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. 6901, et. seq., as amended.
- N. INDUSTRIAL UNIT — Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agriculture operations.
- P. MEDICAL WASTE — Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC 1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code 252.001 (6) (Definitions — Farmland or Ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- Q. MUNICIPAL SOLID WASTE — Solid Waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal Solid Waste ("MSW") does not include Hazardous Waste, Special Waste, or

solid waste from mining or agricultural operations.

R. PERFORMANCE BOND — Security bond provided to the City, upon execution of the Contract, in the amount of 100% of the annual contract value, renewed on an annual basis.

S. RECYCLABLE MATERIAL - A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials, including plastics #1 and #2, paper, aluminum cans, metal cans and cardboard. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material.

T. RECYCLING CONTAINER — A plastic receptacle, designed for curbside collection of Recyclable Materials with a minimum capacity of 96 gallons.

U. REFUSE — Same as Rubbish.

V. RESIDENTIAL UNIT — A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multilevel construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

W. RESIDENTIAL WASTE — All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

X. RUBBISH — Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperature (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Z. SOLID WASTE — Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation.

(b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement.

(c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission under Natural Resources Code 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the Federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, 6901 tense.) or

(d) Unacceptable Waste.

AA. SPECIAL WASTE — Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Georgia law, rule or regulation as "Special Waste".

BB. STABLE MATTER — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

CC. UNACCEPTABLE WASTE — Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

DD. UNUSUAL ACCUMULATIONS — As to Residential Units, any Waste placed curbside for collection more than the volumes permitted by Contract.

EE. WASTE — All Residential Waste to be collected by Contractor pursuant to this Contract. The term "Waste" specifically excludes Unacceptable Waste.

FF. WHITE GOODS — Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. AWARD OF CONTRACT

City hereby awards this Contract to the Company. During the term of this Contract and any extensions or renewals, the Company shall be the only entity or person paid by the City to provide the Services herein within the City limits for the term of this Contract and any extensions.

3. TERM

The term of this Contract shall begin _____, __, 2020 and continue for a period of 3 years, unless sooner terminated for cause or failure to perform in accordance with the terms and conditions herein set forth. The Term of this Contract shall automatically extend for two additional five (5) year terms unless one party advises the other in writing not less than ninety (90) days prior to the expiration of the then current term of the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested. In no event shall the term of this Contract extend beyond that allowed by applicable Georgia State Law.

4. SERVICE

The Company shall provide the following collection and disposal services to City ("Services"):

A. The Company shall provide collection and disposal services for Solid Waste to each City-approved residential/commercial unit for one Company Owned Cart specifically designed for the storage and collection of Solid Waste on a scheduled basis once each week. Additional carts at residential/commercial units will be serviced if approved by the City and included in the monthly billing. Initially, the Company will provide all Carts and will deliver the Carts to occupied residential and commercial units. Once initial delivery of the Carts is completed by the Company, the Company will provide replacement delivery, exchanges and repairs of any Carts damaged due to normal wear and tear. The City will be responsible for costs associated with replacement of carts due to purposeful destruction.

B. The Company shall provide collection and disposal services for Recyclables to each City-approved residential/commercial unit for one Company Owned Cart specifically designed for the storage and collection of Recyclables on a scheduled basis bi-weekly. Additional carts at residential/commercial units will be serviced if approved by the City and included in the monthly billing. Initially, the Company will provide all Carts and will deliver the Carts to occupied residential and commercial units. Once initial delivery of the Carts is completed by the Company, the Company will provide replacement delivery, exchanges and repairs of any Carts damaged due to normal wear and tear. The City will be responsible for costs associated with replacement of carts due to purposeful destruction.

C. The Company shall initially provide one company owned Solid Waste cart **and** one Recyclables cart to each service location. All new service locations, following the effective date of the contract, will be provided with a Solid Waste cart and a Recyclables cart and will have to

wait until the agreed upon date to make an election. During the initial year of the contract, on a date mutually agreed upon by the City and the Company, each service location may have the option to elect that their Recyclables cart, referenced in section 4(B) above, be replaced by an additional Solid Waste cart, referenced in 4(A), or to have no second cart at all. The City may allow residents to make this election annually, on a date mutually agreed to by the City and the Company. This election process may take place one time annually, on a date mutually agreed to by the City and the Company. The City shall be responsible for providing a list of addresses for those making an election. Once this list is provided to the Company, the Company will be responsible for delivering and removing the appropriate carts.

D. The Company shall provide back door residential solid waste and recycle service at no extra charge for city approved customers with documented medical records that indicate they are unable to roll carts to the curb.

E. The Company shall provide Educational Promotions for the City to explain solid waste and recycle services.

F. The Company shall provide weekly solid waste and recycle service to the City facilities outlined below:

City Hall
Police Department
Leisure Services

G. The Company will participate in City approved Community Events by providing either labor, and/or equipment, supplies or monetary support (not to exceed a value of \$1,000.00 annually).

5. EXCLUSIONS

The Company shall not be required by this Contract to collect, transport, dispose of or otherwise handle Dead Animals, Storm Debris, Construction and Demolition Waste, Hazardous Waste, Medical Waste, Industrial Waste, Septage or Special Waste.

6. TITLE

The Company shall collect the City's Municipal Solid Waste and title shall pass to Company upon collection. Recyclables title shall remain in City during the Company receipt and transportation to the recycling center.

7. COLLECTION OPERATION

Hours of Operation: Collection of solid waste and recyclables shall begin no earlier than 7:00 o'clock A.M. and shall generally not exceed 7:00 o'clock P.M. No collection shall be made on Sunday.

Hours of Disposal: Contractor shall dispose of waste within the operating hours of approved disposal and processing sites. If such disposal sites become unavailable contractor exercises the right to dispose of waste at alternate disposal sites agreed upon by the City of Guyton and Waste Pro.

Holidays: The following shall be holidays for this Contract:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor will observe all the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor will meet his obligation as required. Contractor will be responsible for providing make-up collection for residential and commercial routes that occur on specified holidays.

Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage and recyclables from accounts serviced by the Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City of Guyton nor while in route to disposal or processing sites, where such accumulation shall be dumped. Contractor shall, if necessary, hand-clean all spillage resulting from collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. Collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City of Guyton may inspect Contractors vehicles at any time to ensure compliance of equipment with Contract or require equipment replacement schedule to be submitted to City of Guyton. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repaired as often as necessary to keep them in a neat and sanitary condition.

Disposal: The Contractor shall deliver solid waste and recyclables collected to a Licensed Sanitary Landfill or Recycle Processing Facility.

Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the City of Guyton Hall so that proper notice can be given to the customer at the premises to property containing refuse.

Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City of Guyton, in writing, of such conditions and of his inability to make collection.

Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

8. RATES

A. Residential/Commercial Solid Waste Collection

\$10.00 – per cart / per month

\$ 5.25 – per cart / per month (extra cart)

B. Residential/Commercial Recycling Service

\$ 5.25 – per cart / per month

As compensation for the Services, the City shall pay to the Company the established rates as set forth above in Section 8. The Company shall invoice the City for services rendered within fifteen (15) days following the end of the month and the City shall pay the Company within thirty (30) days after receipt of invoice. The rate paid to the Company will be adjusted by residential and commercial unit counts to be conducted as reasonably requested by Company from time to time.

Rate Adjustments. The rate charged by the Company will be fixed for the initial 3-year term of the contract. Beginning in year 4, the rates will be adjusted upward *or downward* to reflect the cumulative changes in the Consumer Price Index (the "C.P.I.") during the initial 3 year term of the contract (published final December CPI index of the then current year and final December index of the immediately preceding two years). For the purposes of this Contract, C.P.I. shall mean the Consumer Price Index for the U.S. City Average, All Urban Consumers. The first CPI adjustment shall be applied on the first bill following the initial 3-year term of the contract. Subsequent CPI adjustments will occur on the subsequent billing date following the annual publishing of the CPI going forward.

9. INDEMNITY

The Company shall indemnify the City against any claims, actions or suits, including court costs and reasonable attorneys' fees, to the extent caused by (a) the Company's negligent or willful misconduct in providing the Services herein required, or (b) the Company's negligent or willful misconduct in its operation of its equipment in connection with the performance of the Services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Company immediately. The Company shall have the right to defend or contest any such claim or demand in the name of the Company. The City shall provide such cooperation in connection therewith as the Company may reasonably request and shall make available to the Company or its representatives all records or other materials reasonably required in such defense. So long as the Company is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due unless the City has been required by order of any court to pay any sum arising out of the subject matter of the suit.

10. PERFORMANCE BOND REQUIREMENTS

The Company shall provide a Performance Bond to the City of Guyton as security for faithful performance of this Contract. Said performance bond will be in an amount equal to the full annual contract price mutually agreed to by the Company and the City at Contract execution.

INSURANCE

During the term of this Contract and all extensions, Company shall procure and maintain the following insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in full force will be provided to the City upon execution of the Contract:

Minimum Limits of Coverage

<u>Type of Coverage</u>	<u>Per Occurrence Minimum</u>	<u>Aggregate Minimum</u>
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Comprehensive & General Public Liability	\$1,000,000.00	\$1,000,000.00
Property Damage	\$1,000,000.00	\$1,000,000.00
Comprehensive Auto Liability Bodily Injury	\$1,000,000.00	
Comprehensive Auto Liability Property Damage	\$500,000.00	

11. FORCE MAJEURE

The Company shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, strike, terrorism, severe weather (being defined as that requiring closure of City's offices), riot or insurrection, governmental interference, or any other event beyond the control of the Company renders substantially impossible its performance hereunder. During such periods, a mutually agreed reduction in charges reflecting the reduction in Service shall be made. The Company shall make all reasonable efforts to resume Service as expeditiously as possible.

13. PERMITS, LICENSES AND TAXES

The Company shall obtain at its own expense all permits, and licenses required by law or ordinance and maintain same in full force and effect. The Company shall be solely responsible for permitting, licensing and proper operations of its equipment. The Company shall promptly pay all taxes required by local, state and federal laws.

14. COMPLIANCE WITH LAWS AND LAWS TO GOVERN

The Company shall conduct operations under this Contract in compliance with all applicable state, federal and local laws and ordinances, provided however, that the term of this Contract shall govern the obligations of the Company where conflicting ordinances exist. The Company will also comply with all applicable federal, state and local laws, rules and regulations related to the business of accepting, transporting and delivering Company-collected Recyclables to the Company's-designated MRF. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

15. BOOKS AND RECORDS

The Company and City agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable notice.

16. TERMINATION FOR CAUSE

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by certified or registered mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a fifteen (15) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the afore said notice. If, after said public hearing, the City Council makes a finding that Contractor has failed, to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

17. NOTICE

All dealings and contacts between the City and the Company shall be directed between the Company's appointed designee, which may change from time to time, and the City Administrator or his/her designee.

Any legal notice between the parties shall be provided in writing to the other at the below

address. Legal notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified, or registered mail, return receipt requested, addressed to the respective party of the addresses set forth below. The parties may change the notice address/designee in writing to the other party.

As to the City of Guyton:

City of Guyton
310 Central Blvd
P.O. Box 99
Guyton, Georgia 31312

As to Waste Pro of South Carolina, Inc.

Designee: Kevin Exley
Address: 422 Hardeeville Industrial Park Road
Hardeeville, South Carolina 29927
Phone: (843) 645-4100
Email: kexley@wasteprousa.com

18. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

19. SEVERABILITY

If any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

20. ENTIRE CONTRACT/MODIFICATION

This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

21. BINDING EFFECT

This Contract shall inure to the benefit of and be binding upon the lawful successors and permitted assigns of the parties hereto.

(Signatures on the following page)

IN WITNESS WHEREOF, this Contract has been executed in duplicate original on the day and in the year first above mentioned. The execution by the City shall be made pursuant to the authority granted to the City Mayor by the City's elected Board. The City's Municipal corporate seal shall be affixed by the City Mayor and attested by the City Clerk; and Waste Pro of Georgia, Inc., as Company, has set their hand herein below.

WASTE PRO OF SOUTH CAROLINA, INC.

By: _____ Date: _____

Title: _____

Witness: _____

CITY OF GUYTON, GA

By: _____ Date: _____

Title: _____

Attest: _____

(SEAL)

**SOLID WASTE COLLECTION
AND DISPOSAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of October, 2020, by and between the **CITY OF GUYTON**, a municipal corporation created under the laws of the State of Georgia (hereinafter called the “**City**”), and **ATLANTIC WASTE SERVICES, INC.** (hereinafter called the “**Contractor**”) a corporation existing under the laws of the State of Georgia and maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

WHEREAS, the City is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter into contracts pursuant to said Charter; and

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage and recycling in the City, including its lawful disposal and has determined that the best interest of the City would be served by the employment of the contractor for said purpose; and

WHEREAS, the Contractor is willing to render the service of collection of garbage and recycling within the City including its lawful disposal upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Contractor hereby agree as follows:

A. DEFINITIONS.

1. **Bags.** Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. No single bag, disposed of by a resident, should exceed forty-five (45) pounds in weight.

2. **Solid Waste.** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other lawn debris, and other materials requiring special handling.
3. **Construction & Demolition (C&D) Refuse.** Waste material resulting from construction, repairs remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing. C&D refuse is NOT part of this contract.
4. **Dead Animals.** Dead animals or portions thereof, weighing less than forty-five (45) pounds may be disposed of in the container.
5. **Disposal Site.** A refuse depository including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.
6. **Garbage.** Every accumulation of waste – animal, vegetable, or other – except any matter included in the definition of yard waste, recycling, commercial refuse, dead animals over forty-five (45) pounds, hazardous waste, or white goods.
7. **Hazardous Waste.** Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste", a "hazardous substance", or similar designation under any federal, state or local environmental law.
8. **Refuse.** All garbage, rubbish, construction debris, and white goods.

9. **Residential Unit.** A dwelling unit within the corporate limits of the City. Each single-family dwelling within any such residential unit shall be counted as separate residential units for counting and billing purposes. A residential unit shall be deemed occupied when either water or electrical services are being supplied thereto.
10. **White Goods & Furniture.** Discarded appliances, TV's, household goods, furniture, mattresses, and waste material other than dead animals weighing more than forty-five (45) pounds, commercial refuse, or hazardous waste. These are not considered solid waste; therefore, no white goods will be collected under this agreement.
11. **Yard Waste.** Leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches and other vegetative material generated from a residential yard or garden. No Yard Waste will be collected under of this agreement
12. **Single-Stream Recyclable Materials.** Tin and aluminum containers, and containers, newsprint, paper and paper products, cardboard, and plastic containers (numbers 1-2) generated by Residential Units within the incorporated areas of the City, that are collected and commingled within a single 96-gallon Roll-out cart that will be provided to each Residential Unit by City. Recyclables do not include hazardous waste or items contaminated with food waste. Glass and Plastics #3-7 are NOT part of this agreement. Atlantic Waste will provide educational materials and will have additional information on its website addressing recycling rules.

B. TYPES OF COLLECTIONS

1. Service to Residential Units

The Contractor shall provide sanitary service to residential units on a regular basis for the collection of the following:

- a. **Garbage**, which shall be contained in ninety- six (96) gallon carts to be provided by contractor. Atlantic Waste shall provide one (1) cart to each residential unit covered by this Contract and maintain and replace such carts as required. Title to the carts shall remain with Atlantic Waste. Garbage shall be removed by Contractor once weekly and the cart shall be returned to the curb so as not to block the resident's driveway, mailbox, or impede traffic in any way.
- b. **Single-Stream Recyclable Materials** shall be collected by Contractor from the City's Residential Units at the frequency of once every other week (1xEOW) in a

96-gallon Roll-out Cart issued to each Resident by Atlantic Waste. Any materials not contained within the recycling cart will not be collected by Contractor. Items which shall be collected include aluminum cans, steel cans, plastic bottles and containers numbered one and two, and all grades of paper, including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

Recyclable materials shall be collected curbside bi-weekly. Vehicles designated for recycling will be either covered or secured to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separate from refuse by customers and stored in a 96-gallon wheeled cart provided by Contractor. The container will be labeled as a recycling container so that it is easily identified for curbside collection by the Contractor. The Contractor shall deliver the single stream collected recyclables to a recycling processing center.

Before processing the recycling, materials collected within the City, the Contractor will weigh and record the amount of collected recyclables.

All recyclable items must be recycled at an approved recycling facility; ownership of the recyclable materials shall become the property of the single-stream processor mutually agreed to by the City and Contractor throughout the duration of the contract and any recyclables over 15% contaminated may be taken to the landfill.

The Contractor is prohibited from collecting separated Recyclables from a Unit and mixing them with refuse unless the City grants prior written approval. The Contractor is prohibited from disposing of Recyclable materials in any landfill. The City or Contractor reserves the right to make necessary and reasonable changes, revisions, additions, or deletions to the designated types of Recyclable materials collected. Additionally, at the Contractor's request, should a particular material, which was previously deemed recyclable, at some point become non-recyclable, City will work with Contractor to adjust the list of recyclable materials to exclude those items.

2. **House Count** - The residential services to be provided by Contractor hereunder shall be for the curbside collection of all household garbage, yard-waste, and recyclables generated by the residential units in the incorporated areas of the City. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request annual house counts to be conducted by Contractor and City representatives and the compensation due Contractor shall be

increased or decreased based on the house count. In the event a new cart is placed on or before the 15th day of a month, the residential unit shall be billed for the full month's service.

3. **Back-door Services.** Back-door service will be provided for medically-certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City. Contractor's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to vicious animals in order to accomplish collection.
4. **Emergency Trash Pickups.** The Contractor shall be available to assist with emergency trash pickups in the event of a storm or other natural disaster at the option of the City, with terms of payment mutually agreed upon by the Contractor and the City in advance. Further, Contractor will assist with any other cleanups the City deems appropriate (i.e., vehicular accidents, spills and similar occurrences within the City). Contractor will charge \$125/hour per truck plus disposal at the rate of \$65/ton. Contractor will substantiate weights with landfill tickets and present a report with the invoice to the City. Contractor will also log the trucks and personnel involved with clean-up efforts.
5. **City Facilities.** The Contractor will provide for the collection of refuse and recyclables at designated City facilities. The Contractor shall provide front-load containers for the collection of refuse at each site free of charge to the City.

2- 8 Yard Cardboard recycling containers 1 X week

C. **OPERATIONS.**

1. **Routes of Collection.** Collection routes shall be established by the Contractor. The Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the City changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of proposed changes, the Contractor shall promptly give written or published notice to the affected customers. The Contractor shall conduct its operation so as to

interfere as little as possible with the public use of roads, walks and entrances to houses.

All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of material shall be made upon property owned either by the City or by private individuals. The contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by its operations on the premises of third persons.

2. **Holidays.** The following shall be holidays for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day. Where one of these falls on a normal collection day, Contractor will adjust collection days to ensure every resident still receives service. For example, Thanksgiving is on a Thursday. Residences scheduled for Thursday collection will be serviced on Friday and those scheduled for Friday collection will be serviced on Saturday. Residents will be notified via social media, Atlantic Waste's website, as well as call blasts reminding them of any service changes.

3. **Complaints and Missed Collections.** If a collection from a subscribing address is missed, the City will notify the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint.

The Contractor will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner. The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office in Pooler and a sufficient number of office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays, Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City on a monthly basis, a notice of the complaint and

the actual or planned resolution. It shall be submitted monthly to a designated City official.

The City's goal is the resolution of 98% of all missed pickup complaints within 24 hours of complaint. Should the Service Provider fail to perform to this level, the City shall deduct damages from the next monthly payment to the Contractor in accordance with the Liquidated Damages provisions (see Section L) of this Agreement.

4. **Reporting.** Before disposal, all garbage or recyclables collected from waste generators in the City will be weighed and recorded. The Contractor will provide the City upon request with a monthly tonnage report that is to be delivered to the City's designated representative. The Contractor will maintain, for a period of five (5) years, copies of weight tickets, which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse, Recycling, and Yard Waste):

- a. Complaints/resolution summary
- b. Daily route sheet with attached disposal site weight ticket
- c. Recycling participation
- d. Route operational data form
- e. Vehicle Identification Number
- f. Daily Staffing Summary (including substitutes)
- g. Landfill tickets
- h. Daily Route sheets (including labor hours); and
- i. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments
- b. Complaints/resolution summary for the associated month
- c. Daily route sheet with attached disposal site weight ticket for the associated month
- d. Recycling station participation for the associated month
- e. Tonnage summary for the associated month

Annually, Contractor will provide a summary of that year's activities. The obligation to provide the annual summary will survive the termination or expiration of this contract, with a final report being due no later than thirty (30) days following such termination or expiration. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

6. **Carts**. All Carts and Recycling containers will be provided by the Contractor. The Carts will remain the property of the Contractor, who will be responsible for replacing faulty or damaged Carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee will be assessed to them for the replacement of any damaged carts.
7. **Collection Trucks**. The Contractor shall provide an adequate number of vehicles for regular collection service. These Trucks shall not be older than one (1) year at the beginning of the contract and rear-loading trucks shall not be older than five (5) years old during any point in the contract. Such vehicles shall be maintained in good repair, appearance and in a sanitary condition at all times. The trucks will be similarly painted a color which provides for good visibility and shall be equipped with a back-up alarm. Each will also have clearly visible on each side the identity and telephone number of the Contractor. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully-enclosed metal top. All loading doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter.
8. **Leaks and/or spills**. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way or cause other spills will be required to immediately stop operation, clean up fluid with either a compound or cover area with oil-dry to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All cleanups must be reported immediately to the Public Works Department. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Contractor will, by its vehicle GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned, the

Contractor will contact the Public Works Director, who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

9. **GPS Tracking.** Contractor will have GPS monitoring/tracking systems installed on its permanent route trucks. These systems will have the ability for the Contractor and City to verify route presence and completion.
10. **Collection Equipment.** Sufficient collection equipment shall be maintained in good working order and used by the Contractor to perform services in accordance with the terms of the Agreement.

The Contractor shall withdraw from service and promptly repair or replace any equipment which, in the opinion of the City, is unsafe, fails to operate properly, or otherwise does not meet other provisions of the Agreement.

11. **Hauling.** All refuse collected for disposal by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented.
12. **Disposal, Hauling, and Collection.** All refuse collected for disposal by the Contractor shall be hauled to a permitted solid-waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations.
13. **Contractor's Personnel.** During the term of this Agreement, the Contractor shall pay without deduction or rebate, unless expressly authorized by law, not less than the wage established by federal or state laws and shall otherwise comply with all laws and regulations of all governmental agencies as to the employment of persons, by the Contractor or any subcontractors, in the furnishing of work, labor or services in performance of the contract. The Contractor agrees that the City, or designee thereof, may examine its books and records to ascertain the rates of wages paid to

any person employed by it. The Contractor's employees shall be required to wear appropriate clothing.

14. **Use of Subcontractors**. It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City, unless approved in advance by the City, via a written amendment to this agreement.
15. **Payment to Company**. The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the Agreement. A cart count, as of the first (1st) day of the current month, will be submitted by City to Contractor. Upon verification, an invoice will be issued on the fifth (5th) day of the current month, payable no later than thirty days from the date of the invoice, though the City agrees to make a good-faith effort to pay the invoice in a shorter period of time.

D. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of garbage. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the City. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract including the Contractor submitting to the City the monthly tonnage reports for residential and commercial refuse.

E. ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or physical handicap.

F. EXCLUSIVITY

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the exclusive collection and disposal of residential refuse within City limits only; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

G. EFFECTIVE DATE: TERM OF CONTRACT

This Agreement shall be effective upon its execution and performance of such Agreement shall begin on December 1, 2020. The initial term of this Agreement shall end on December 31, 2023, with Two (2) automatic five-year renewals. This Agreement shall renew automatically, unless the City, or the Contractor on or before September 30 of each renewal term during the initial and each renewal term hereof, shall notify the other party in writing of its intent not to renew.

H. LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by any governmental unit.

I. INDEMNITY

The Contractor shall indemnify, and hold harmless, the City, its elected and appointed officials, and its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses including attorney's fees, arising from, growing out of, or incident to any work, duty, obligation or act done in the performance of this contract or connected with or arising out of default of the services to be performed under this contract or any negligent act or omission of the Contractor, its officers, agents, servants, or employees.

J. INSURANCE

The Contractor shall maintain such insurance as will protect the company and the City from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates verifying procurement of such insurance for the applicable limits of coverage shall be provided to the City. The certificate shall contain the following

express obligation: “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, ten (10) days prior written notice will be given to the certificate holder.”

*The required limits of insurance are as follows:

Comprehensive General Liability – The Contractor shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$1,000,000 Bodily injury, including death, each occurrence
- \$1,000,000 Property Damage, each occurrence
- \$2,000,000 Property Damage, in the aggregate

Automobile Liability – policy covering injury and property damage \$1,000,000;
Umbrella Policy \$10,000,000

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the City.

Failure to obtain or maintain the appropriate insurance coverages as stated herein shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the City shall be entitled to immediately terminate this contract.

K. SERVICE CHARGE TO CONTRACTOR.

The City shall pay to the Contractor the sum of

RESIDENTIAL and COMMERCIAL CART PRICING

\$10.00 per month per residential or commercial unit for once weekly garbage

\$8.00 per unit per month for each additional garbage cart

\$6.50 per month bi-weekly recycling per residence or commercial unit that choose to recycle

\$ 5.50 per unit per month for each additional recycling cart

The Contractor shall present an itemized bill for residential and commercial service to the City by the fifteenth of the current month and the City shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the City prior to collection.

L. LIQUIDATED DAMAGES

The City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the City;
2. Liquidated damages in the amount of five thousand (\$5,000) dollars for the first occurrence of improperly disposed of material;
3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand (\$6,000) dollars, third occurrence will equal seven thousand (\$7,000) dollars, etc.);
4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred (\$100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and

3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred (\$200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

M. GENERAL PROVISIONS.

1. **Modification of Rates.** Commencing with the first single-year renewal of this Agreement and continuing with each subsequent renewal, the said Service Charge shall be adjusted upwards by 2.5%. The City will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the City and Contractor.
2. **Government-imposed Increases.** In the event there are federal, state, or local fees which are implemented or changes are made to existing fees (i.e., increases to state-imposed county host fees at landfills), the City will work with Contractor to re-coup those additional fees.
3. **Termination.** The agreement between the City and Contractor can be terminated based on:
 - a. City electing, in writing, not to exercise any of its option periods
 - b. Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
 - c. Any termination of the Contractor's services shall not affect any right of the City against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the City due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the City itself and the City shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider
3. **Transferability of Contract.** No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.
4. **Administration.** The administration and enforcement of this Agreement shall be the responsibility of the City Manager or his designated representative(s).

The City Manager shall recommend that the City Council adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The City may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the City in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the City so that the City's reputation is in no way damaged by the Contractor's performance.

5. **No Agency Created.** Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the City to any contract, warranty, or agreement, or to subject the City to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the City and for whom the City shall have no liability or responsibility.

7. **Contract Amendments.** This contract may not be amended, except in writing and with the consent of both parties.

8. **Separability or Provisions.** If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9. **Entire Agreement.** This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

10. **Authority.** Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

11. **Construction.** This Agreement shall be deemed to have been approved and accepted by the city of GUYTON, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

12. **Headings.** The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year first above written.

FOR THE CITY OF GUYTON

BY: _____
Mayor

Attest: _____

FOR THE CONTRACTOR

BY: _____
Division President

Attest: _____



Greatoutdoors Play Systems
 209 Bobby Jones Expressway
 Martinez GA 30907
 United States

We're Your Play Experts!

City of Guyton
 Guyton GA
 United States
 (912) 665-4981
 Russ.deen@cityofguyton.com

Quotation # SO2239

Expiration Date: 11/27/2020 19:00:00
Installation Date: 01/18/2021
Location: Savannah, GA

Quotation Date: 11/04/2020 10:22:17
Salesperson: Tara Miller
Payment Terms: Immediate Payment

01/18/2021

Description	Quantity	Unit Price	Taxes	Amount
[AAA301143] Merry Go Round 8' Commercial Steel (2020) ***The 8 foot merry go round comes with a smooth finish and rolled edges for your children's safety. The equipment features a four piece platform built with heavy duty 11 gauge steel for years of playground use. This merry go round has a governor to control speed. Handrails are 1-3/8 inch powder coated pipe. Includes grease fittings for bearing and shaft lubrication. Standard popular colors are Red (base) and Yellow (handrails) or Green (base) and Tan (handrails). The base is thermoplastic coated and available in Red and Green only. Handrails come in your choice of available power coat paint.*** (Safety Zone: 20' Diameter) (Rough Dimensions: 10' Diameter) (Professional Installation: \$899) Commercial Freight: \$459	1.000 Unit(s)	3,041.00	TAX EXEMPT	\$ 3,041.00
See Saw bouncer Safety Zone: 13' x 14' Color: Primary or Neutral Professional installation:\$228 Commercial Freight: \$99	1.000 Unit(s)	762.00	TAX EXEMPT	\$ 762.00

☎ 7062285544 @ greatoutdoorsga@aol.com 🌐 http://www.greatoutdoorsplay.com 📄 Tax ID: 582531652

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 We Sell, Service & Install Trampolines, Basketball Goals, Pool Tables, Rubber Mulch



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 Martinez GA 30907
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Description	Quantity	Unit Price	Taxes	Amount
Professional Installation (Commercial) [8' Merry go round+ see saw bouncer] ***WEATHER PERMITTING - Commercial Steel Play Structures require poles to be concreted into the ground, so ensuring there's no underground pipes, wires, or other underground utilities at the installation site is paramount. You will not only be required to call 811 and have them mark the area for public utilities (free service), but you will also need to locate and mark any personal or post-building utilities not monitored by the county. These other utilities can include, but are not limited to, irrigation, drain-off, telecommunications, internet cables, etc... If we have to stop work and make additional trip(s) due to unidentified underground utilities found or damaged while digging, there may be additional trip charge(s) required to complete the work, and this will ultimately push out any tentative completion dates, so please do everything in your power to ensure we know exactly what's down there before we arrive for installation. If you have any questions or concerns at all, please don't hesitate to reach out to one of our Play Experts for clarification. Charge Includes Clean-up. Safety ground cover will need to wait until after all commercial play equipment has been installed, not before, unless we are doing the ground cover ourselves at the same time***	1.000 Unit(s)	1,127.00	TAX EXEMPT	\$ 1,127.00
Commercial Freight ***The standard 8-10 week installation lead-time and Quick-Ship 6-8 week installation lead-time are both based off how long it takes for the manufacturer to get the commercial play equipment shipped to our warehouse in Augusta, GA. It usually takes less than 6 weeks, but this isn't always the case and it could take longer than 8 weeks to arrive, it just depends on the selected product and the on-hand quantities held at the supplier's warehouse. The moment the equipment arrives at our warehouse in Augusta, our scheduling manager will call you to schedule a definitive install date. We may opt to have the play equipment shipped directly to the install site, but this is quite rare and you will be notified beforehand if we decide to go that route***	1.000 Unit(s)	558.00	TAX EXEMPT	\$ 558.00
swing replacements w/ chains - 3 belt, 1 bucket	1.000 Unit(s)	459.00	TAX EXEMPT	\$ 459.00

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Description	Quantity	Unit Price	Taxes	Amount
Commercial Black Plastic Borders (8in) 48' x 36' - Slide structure area 32' x 36' - Swing area	64.000 Unit(s)	49.00	TAX EXEMPT	\$ 3,136.00
Wood Mulch Play Safe Engineered Wood Mulch - Per Cubic Yard	55.000 Unit(s)	48.00	TAX EXEMPT	\$ 2,640.00
Weed Block Fabric Weed Barrier Underlayment w/ Installation Staples	1.000 Unit(s)	199.00	TAX EXEMPT	\$ 199.00
32 Gallon Perforated Steel Trash Receptacle + Steel Dome lid ***The 32 Gallon Perforated Steel Trash Receptacle is a sturdy and convenient trash can which provides a reliable place for guests to your area to dispose of their trash. It is easy to install, and sturdy enough to withstand any outdoor conditions all year round. The perforated steel casing is coated with a layer of high-quality thermoplastic which makes it resilient to rust, corrosion, and vandalism. The coating is also stain-proof and very easy to clean, meaning it will require little maintenance. The 32-gallon capacity of the receptacle also means that it will not need to be emptied frequently. *** Mount: PORTABLE Plastic liner (Professional Installation: \$) (Commercial Freight: \$)	6.000 Unit(s)	325.00	TAX EXEMPT	\$ 1,950.00
Single Entry Bike Rack - 5' long Holds 5 bikes. Portable 801-175	1.000 Unit(s)	318.00	TAX EXEMPT	\$ 318.00
Subtotal				\$ 14,190.00
Taxes				\$ 0.00
Total				\$ 14,190.00

ALL SALES ARE FINAL X _____ (Initial)

Great Outdoors Play Systems
 Tara Miller
 912-920-7529

7062285544 @ greatoutdoorsga@aol.com http://www.greatoutdoorsplay.com Tax ID: 582531652

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82A Longwood Dr
Richmond Hill, GA 31324

Install week of :
We will call you the Friday before the week of install with date and time.

Payment type:
Avoid 3% Card Processing Fee by Paying by Cash/Check/Financing
(\$ if Debit/Credit Card is Used)

Product Description:

Special Notes:
(Safety ground cover will need to wait until after the playset has been installed, not before, unless we are doing the ground cover ourselves at the same time)
After Installation is complete, please register your playset for its warranty at <http://register.rainbowplay.com/register>

Terms & Conditions:
THERE IS A 3% PROCESSING FEE ADDED TO ALL ORDERS PAID FOR WITH A DEBIT/CREDIT CARD
All Play activity must be ADULT SUPERVISED. Purchaser approves location of installation & Acceptance of playground equipment. It is the PURCHASER'S responsibility to ensure that the play area has 6 foot perimeter & is installed on RESILIENT SURFACE, SAFE & FREE of any Potential HAZARDS. Playground equipment comes with MANUFACTURER'S WARRANTY for the Purchaser. Wooden Play sets will show distortion, as well as seasoning, checks/Cracks, which are natural characteristics of wood & in no way should they affect the structural integrity of the swingset. Please follow instructions from MANUAL and REGISTER the Product Purchased where applicable. ALL SALES AND SERVICE ARE FINAL. NO REFUNDS WILL BE ISSUED.

X _____ DATE _____

Here at Rainbow Play Systems of GeorgiaCarolina your child's Safety is our primary concern. In order to hep protect your children we encourage you to be carefully read the following.

When selecting your structure site, always keep your child's safety in mind. Here are some recommendations that should help you achieve a safe finished product.

A. Structure should be located in an area that is highly visiblefrom that portion of the house where you will supervise your children during play. Always supervise your children during play.

B. A level play surface is extremely important. Not all parts can accommodate a grade. Some removal of soil may be necessary when leveling structure. Soil and any packing materials are the customers responsibility to dispose off. Play surface selection is very important. do not select a site with hard surfaces (i.e Concrete, Asphalt, or hard packed dirt). Depending on surface condition of the play area, you may wish to lay down a resilient surface such as rubber mulch,

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wood chips or pea gravel.

C. We recommend that you not build your play structure near a swimming pool or unless the structure is fenced off from water by 6' high fence. (Check your local ordinance)

D. Do not construct your play structure near overhead wires, trees, rocks, lines, pipes or other structures. For information on safe distances, contact your local utility company.

E. Do not construct your play structure where swings or other activities can interfere with fences, posts, stumps and etc. Please Initial X_____

UNIT SAFETY

1 One person to a swing. (Never stand or kneel) Do NOT walk in front of or behind moving swing.

2 One person at a time on slide. (Never head first, always feet first) Do NOT stand on or run up slide.

3 Do NOT use monkey bar while swings are in use. (Pertains to monkey combo beam) Do NOT jump from moving swing.

4 Do NOT wear scarves, hats with straps, or jackets with hood tie strings, etc., while playing. Do NOT wear loose fitting clothing.

5 Do NOT jump from fort deck, use ladder or slide. Adult supervision is required for all children. Please Initial X_____

Here are some maintenance suggestions to insure safe enjoyment of your system for years to come. On a yearly basis, we suggest that you coat your play system with a clear or color outdoor sealant or preservative. You may also want to spot sand any rough areas prior to sealing. Due to natural expansion and contraction qualities of wood and steel, we recommend that on an as needed basis, you tighten all nuts and bolts or as needed.

It is the customer's responsibility to acquire any needed permits and to make seller aware of any in ground lines, pipes or other factors that may affect installation. Buyer agrees to assume all responsibility for installation of the name board if they do not receive the name board from the manufacturer by the installation date. Within 30 days from installation, Seller agrees to correct any defect in the workmanship or material of the goods by repair or replacement, upon prompt notice. During this period, Seller will, if necessary, install replacement goods at no charge, provided that Seller installed the defective goods. After (30) day period, Rainbow Play Systems of Florida will replace any parts covered under manufacturer's warranty, however, a minimum service charge of \$75 dollars will be charged for labor if a service man must be dispatched. Measurements/Specifications are approximate only and may vary due to levelness, manufacturing changes, etc. Please Initial.X_____

MULCH SALE: Mulch Delivered to driveway if accessible, otherwise will be placed at street curb. NOT responsible for any damages to driveway from mulch pallet (stains/scratches). Spreading is NOT automatically included with the purchase of mulch, but we can spread the mulch out for an additional labor charge. The Weed Barrier Underlayment option is ONLY a preventative measure to help control unwanted growth and does NOT guarantee a complete blockage. Certain types of grasses and weeds are still going to make their way up, through, and in-between the fabric, which can only be controlled by regularly weeding or spraying the Safety Zone, similar to any garden or other exterior landscape requiring regular maintenance. Please Initial. X_____

BASKETBALL GOAL SALE: 2-3 day installation. Purchaser is fully responsible for clearly marking sprinkler system lines and utility lines. Purchaser to assume all liabilities in case of damage to underground public or homeowners utility lines and any service. Installation rates based on normal hand digging. NOT responsible for removal of dirt off the property. X_____

LAY-A-WAYS: Lay-a-ways must be paid in full by November 28th. Partial lay-a-ways will be canceled and not refunded if



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not completed by November 28th. Partial lay-a-way balances may be applied to other purchases X_____

RETURN/REFUND POLICY: All sales are final. A \$25.00 charge on checks returned by the bank. Purchase of parts or equipment with check will receive refund after check has cleared bank. There are no refunds before or after equipment has been installed. On delinquent invoices, all rights and remedies available to Rainbow Play Systems of GeorgiaCarolina and our representatives, will be initiated, including rights to repossess the unit and to file any mechanics liens. Terms of Sales: ALL SALES ARE FINAL. Rainbow Play Systems of GA,SC,NC & FL assumes no responsibility for equipment or parts that are incorrectly installed by Purchaser or for any accidents or injury of anyone utilizing equipment. If buyer uses a credit card they agree to pay the total amount according to card issuer agreement and will have no recourse. All account balances are due in full upon services being rendered. Any unpaid balances will accrue finance charges of 1 1/2% per month. Delivery date and time are subject to weather and manufacturing delays. Customer is responsible for site preparation. Installation costs of in ground systems may be greater due to bedrock, springs, etc. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. X_____

Customer MUST Register product for WARRANTY - for Playset visit register.rainbowplay.com. please do NOT type www. on browser. for Trampolines visit www.Jumpsport.com and for Goalsetter Basketball Goals visit www.goalsetter.com X_____

Customer must be present on time for schedule appointment during orientation of product installtion. Depending on the playset, installation may take all day, we work under Flood Lights to complete the job. If You ask us to leave, we may not comeback until following week, based on schedule availability and a trip charge of \$180/- will be charged. Backyard must be WITHOUT any animal feces, Clean, mowed with sprinkler systems turned OFF. If NOT, \$50/- per every half hour will be billed for installers wait and clean up time. Also \$500/- fee will be imposed for re-position of any equipment once leveled. X_____

FINANCING: Customer agrees and understands that Payment will be processed within 48 hours of this order. In some cases your first payment will be due before installation of the product. Failure to make your first payment may affect your interest rate and your credit. X_____

By signing your sales order or invoice via the electronic signature offered through our email system, you are agreeing to all required fields above that require initials and/or signature

Paid via Check or Credit Card. All Sales are final and non-refundable.

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October 28, 2020

City of Guyton
ATTN: Mayor Russ Deen
310 Central Blvd
Guyton, GA 31312

Re: City of Guyton- Park Fountain Install

Dear Mayor Deen,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to submit this proposal for the above-mentioned project.

SCOPE OF SERVICES

GENERAL SCOPE

EOM shall;

- Install (1) Elkay Stone Outdoor Drinking Fountain
- Install approximately 100' linear feet of sewer pipe and connect to existing lateral at restrooms

EXCLUSIONS

The City of Guyton will be responsible for;

- Excavator Rental- Servicing and repairs of the excavator are currently underway. If work is required prior to completion of those repairs a rental excavator may be needed. Otherwise, we will utilize the city owned excavator at no additional cost.

ESTIMATE	
Labor	\$813.28
Material (Fountain, pipe, and fittings)	\$1718.75
TOTAL:	\$2,532.03

Thank you for the opportunity. We look forward to working with the great City of Guyton.

Charles Heino
Municipal Operations Director
EOM Operations

State of Georgia
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF GUYTON, GEORGIA
FOR THE USE OF EFFINGHAM COUNTY CORRECTIONAL INSTIUTION
INMATES ON CITY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,
hereinafter referred to as “Effingham County” houses inmates at the Effingham
County Correctional Institution (“Prison”) pursuant to a contract with the Georgia
Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to
other governmental entities; and

WHEREAS, Effingham County’s inmate labor force exceeds the County’s current
demands for inmate labor; and

WHEREAS, the City of Guyton, Georgia, hereinafter referred to as “the City of
Guyton” is desirous of hiring prison work crews to assist in the maintenance of City
Property within the corporate limits of Guyton;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH

PART A

Effingham County and the City of Guyton agree to the following:

- (1) Effingham County shall supply to The City of Guyton a work detail,
consisting of (1) full-time correctional supervisor employed by Effingham
County as an employee of the Prison (“Correctional Supervisor”) and no fewer
than eight (8) and no more than twelve (12) inmates of the Effingham County
Correctional Institution, located in Guyton, Georgia. The correctional
supervisor and assigned inmates shall be used exclusively by The City of
Guyton and will not be assigned to other duties. The Warden or his designee
shall have final authority concerning the number of inmates assigned to the
detail taking into consideration the security required and areas that work is
performed in.
- (2) Under normal circumstances the work detail will work the same hours and
under the same conditions as other Effingham County Correctional

Institution inmate employees (Monday through Friday, 7:00 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Correctional Institution, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) Effingham County shall be responsible for the care, custody, clothing, feeding, medical care, and hospital care of said inmates while traveling to and from or working within the City of Guyton, Georgia for work detail purposes.
- (4) Effingham County will be responsible for guarding and supervising said inmates at all times while working within The City of Guyton, Georgia. The City of Guyton shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Guyton, the "ride vehicle") of the work detail to and from the Effingham County Prison Correctional Institution to work sites within the incorporated limits of The City of Guyton, Georgia as well as between work sites within The City of Guyton.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Guyton work detail shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Guyton. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only. When the County purchases gas on the fuel-purchasing card, if the pump prompts the operator to do so, he will input the current mileage shown on the ride vehicle's odometer.
- (7) Effingham County shall indemnify and hold harmless the City of Guyton, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail under this Agreement, regardless of the status of the inmate as a county or state

prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work by the inmates. While nothing stated herein shall be deemed to constitute a waiver of Effingham County's sovereign immunity as to claims raised by third parties, Effingham County waives sovereign immunity as a defense to any demand by the City of Guyton that the County indemnify it pursuant to this paragraph.

- (8) The City of Guyton shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Guyton, its officers, representatives, agents, and employees, related to the work detail and/or providing a safe workplace, under this Agreement. While nothing stated herein shall be deemed to constitute a waiver of The City of Guyton's sovereign immunity as to claims raised by third parties, The City of Guyton waives sovereign immunity as a defense to any demand by Effingham County that the City indemnify it pursuant to this paragraph.
- (9) The City of Guyton will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail.
- (10) The City of Guyton shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison. The correctional supervisor shall use his discretion to ensure the inmates wear and use the appropriate safety equipment required by the type of work to be performed.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the ride vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Guyton's City Manager prior to performing the maintenance. The City of Guyton shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary ride vehicle maintenance shall be paid within thirty (30) days of receipt.
- (12) The City of Guyton shall identify the work to be performed and the location thereof; provided however, that no official, employee, or agent of the City of Guyton shall exercise any immediate control, direction, or supervision over

any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct inmates accordingly. The City of Guyton Streets City Manager or his designee shall provide this direction and communicate work assignments on a weekly basis.

- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Guyton will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-seven Thousand Dollars (\$47,000.00) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Guyton each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Correctional Institution and shall follow all rules and regulations that are set forth by the County, State, Georgia Department of Corrections and Effingham County Correctional Institution.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The Prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by either the Board of Commissioners of Effingham County or the City of Guyton, with or without cause, by providing the opposite party at least ninety (90) calendar days prior written notice.
- (17) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this ____ day of _____, 2020, upon execution by all parties and will be in effect for the duration of the current fiscal year, through _____. At the end of the current fiscal year, this Agreement shall automatically renew for a further term of twelve (12) months, and at the end of each term of twelve (12) months for a further term of twelve (12) months unless either party terminates the Agreement in accordance with Section 16 of this Agreement.

The foregoing is agreeable this ____ day of _____, 2020.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Wesley Corbitt, Chairman

Attested: _____
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY CORRECTIONAL INSTITUTION

By: _____
Victor Walker, Warden

THE CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

By: _____
Hursula Pelote, Councilwoman

By: _____
Marshal Reiser, Councilman

By: _____
Joseph Lee, Councilman

By: _____
William W. Sawyer, Jr., City Manager

Attested: _____

Tina Chadwick, City Clerk

Agreement reviewed and approved by City Attorney,

By: _____

Benjamin M. Perkins

City Attorney for the City of Guyton, Georgia



GEORGIA TECHNOLOGIES

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 local (912) 489-7427 toll free (866) 489-7427

www.georgiatechnologies.com

PROPOSAL

Prepared Especially For

**City of Guyton
 310 Central Blvd
 Guyton, GA 31312**

Proposal Date

10/6/2020

Proposal No.

5390

Prepared By

DTR

QTY	DESCRIPTION	RATE
1	Dell PowerEdge Server Intel® Xeon® E-2288G 3.7GHz, 16M cache, 8C/16T, turbo (95W) 64GB RAM PERC Raid Controller (4) 1.2TB 10K SAS Hot-plug Hard Drive BOSS Controller Card + (2) 240GB SSD (RAID 1) Windows Server 2019 Standard (10) Windows Server 2019/2016 User CALs iDRAC Enterprise 3 Year Hardware Warranty	5,975.00

Subtotal \$5,975.00	Sales Tax (8.0%) \$0.00	Total \$5,975.00
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This proposal is valid for 30 days. If the cost of labor is included on proposal, it is an estimate of time only and is subject to change.
 Read complete sales and service terms and conditions at www.georgiatechnologies.com/sales.



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www.georgiatechnologies.com

PROPOSAL

Prepared Especially For

**City of Guyton
 310 Central Blvd
 Guyton, GA 31312**

Proposal Date

10/28/2020

Proposal No.

5408

Prepared By

DTR

QTY	DESCRIPTION	RATE
1	CITY HALL 24 Port Gigabit PoE Network Switch	450.00
1	POLICE DEPT 24 Port Gigabit PoE Network Switch	450.00

Subtotal \$900.00	Sales Tax (8.0%) \$0.00	Total \$900.00
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This proposal is valid for 30 days. If the cost of labor is included on proposal, it is an estimate of time only and is subject to change. Read complete sales and service terms and conditions at www.georgiatechnologies.com/sales.



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City of Guyton

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David Rogers

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drogers@georgiatechnologies.com

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- New York
- Salt Lake City

Latin America

- São Paulo

EMEA

- Frankfurt

APAC

- Sydney

Proposal for Unified Communications Services

City of Guyton

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
Voice Number DID - Configuration/Port Fee	10	\$5.00	\$5.00	\$0.00	\$0.00
				TOTAL	\$0.00

MONTHLY TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
GoToConnect powered by Jive	10	\$29.95	\$10.00	\$19.95	\$199.50
Voice - Standard DID - Monthly Charge	10	\$5.00	\$4.00	\$1.00	\$10.00
GoToConnect Smartphone App	10		\$0.00	\$0.00	\$0.00
Interconnected VoIP, Low Usage - Monthly Charge	2	\$12.95	\$3.00	\$9.95	\$19.90
T57W IP Phone w/Power Supply [Rental]	10	\$9.65	\$3.00	\$6.65	\$66.50
T54W IP Phone w/Power Supply [Rental]	2	\$7.50	\$2.60	\$4.90	\$9.80
				TAXES & FEES	\$27.01
				TOTAL	\$332.71

TODAY'S TOTAL
\$0.00

MONTHLY TOTAL
\$332.71

Georgia Technologies Inc.

David Rogers

9124899857

drogers@georgiatechnologies.com

www.georgiatechnologies.com



HARDWARE SPECS

MODEL

DESCRIPTION

T57W IP Phone w/Power Supply
[Rental]

No image Available.

T54W IP Phone w/Power Supply
[Rental]

No image Available.

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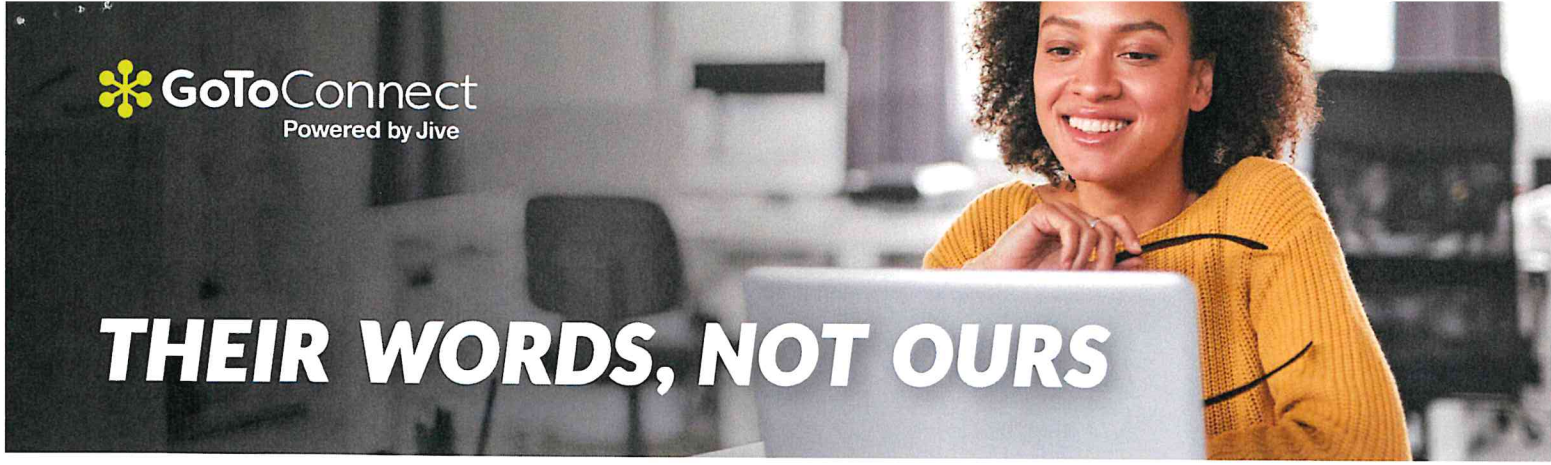
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– Giovanni Rivas, Head of IT, Technology and Communications, Para Los Niños

"We are saving 61% in cost every time we implement LogMeIn's GotoConnect at one of our locations over other hosted solutions. LogMeIn is a vital solution for Tenet Healthcare, which we depend on more every day."

– Don Preston, Consultant for Tenet Healthcare

RECOGNITION

Gartner

Gartner recognized LogMeIn as a Challenger in the 2019 Magic Quadrant for Unified Communications and Collaboration.

TrustRadius

TrustRadius named GoToConnect as a 2020 top rated VoIP solution.

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