

Agenda

Board of Commissioners of Spalding County Regular Meeting June 1, 2020 6:00 PM 119 E. Solomon Street, Room 108

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

Commissioner James Dutton, District #2, will deliver the Invocation.

III. PLEDGE TO FLAG

Commissioner Bart Miller, District #4, will lead the pledge to the flag.

IV. PRESENTATIONS/PROCLAMATIONS

1. Presentation of the 2020 Bain Proctor Award for Volunteerism recipient. - Kelly Carmichael, Leisure Services Manager

V. PRESENTATION OF FINANCIAL STATEMENTS

VI. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three minutes or more than once, unless the Board votes to suspend this rule.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on May 18, 2020.

VIII. OLD BUSINESS -

1. Review and discussion of proposed 800 MHz Radio Intergovernmental Agreement with the City of Griffin.

IX. PUBLIC HEARING -

1. Receive Public Comments regarding the proposed FY2021 Budget.

X. NEW BUSINESS -

1. Consider approval of resolution to enter into contract with the Georgia Department of Human

Services to provide funding for services through the Community Services Block Grant (CSBG) Program.

2. Consider approval of Inmate Telephone and Commissary Services agreement with Inmate Calling Solutions, LLC. for the Spalding CI.
3. Consider approval of an Intergovernmental Agreement between Spalding County and the City of Griffin for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program.
4. Consider bids for the provision of indigent defense services for the State and Juvenile Courts of Spalding County.
5. Consider approval of revised Rosenwald School Renovation project concept and authorize solicitation of bids for construction.
6. Consider approval of concept and plan for the new Spalding County Animal Shelter and authorize solicitation of bids for construction.

XI. REPORT OF COUNTY MANAGER

XII. REPORT OF ASSISTANT COUNTY MANAGER

XIII. REPORT OF COMMISSIONERS

XIV. CLOSED SESSION

XV. ADJOURNMENT



SPALDING COUNTY BOARD OF COMMISSIONERS
Commissioner James Dutton, District #2

Requesting Agency

County Clerk

Requested Action

Commissioner James Dutton, District #2, will deliver the Invocation.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS
Commissioner Bart Miller, District #4

Requesting Agency

County Clerk

Requested Action

Commissioner Bart Miller, District #4, will lead the pledge to the flag.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS

Presentation of the Bain Proctor Award for Volunteerism

Requesting Agency

Spalding County Leisure Services

Requested Action

Presentation of the 2020 Bain Proctor Award for Volunteerism recipient. - Kelly Carmichael, Leisure Services Manager

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The Bain Proctor Award for Volunteerism annually recognizes a volunteer who has made unselfish contributions to the growth, development and quality of services and activities for all Spalding County Citizens.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval



SPALDING COUNTY BOARD OF COMMISSIONERS Approval of Minutes

Requesting Agency

County Clerk

Requested Action

Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on May 18, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2020-5-18 Extraordinary Session Minutes	5/26/2020	Backup Material

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 of the Spalding County Annex on Monday, May 18, 2020, beginning at 6:00 p.m. with Chairperson Gwen Flowers-Taylor presiding. Commissioners James Dutton, Rita Johnson and Bart Miller were present for the meeting. Commissioner Donald Hawbaker was absent from the meeting. Also present were County Manager, William P. Wilson, Jr., County Attorney, Stephanie Windham, Assistant County Manager, Michelle Irizarry and Kathy Gibson, Executive Secretary to record the minutes.

I. OPENING (CALL TO ORDER) by Chairperson Gwen Flowers-Taylor.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

Commissioner Rita Johnson, District #3 delivered the Invocation.

III. PLEDGE TO FLAG

Commissioner James Dutton, District #2, led the pledge to the flag.

IV. PRESENTATIONS/PROCLAMATIONS

1. Margaret Bentley, Chairperson of the Board of Elections to address the Board concerning their FY 2021 Budget Request.

Ms. Bentley had not arrived when this item was called so the meeting continued until Ms. Bentley's arrival. Ms. Bentley arrived at 6:10 p.m. and was given the opportunity to address the Board following the completion of Citizen Comment.

Ms. Bentley stated that the Spalding County Board of Elections in the recent budget process recommended a salary increase for the Elections Supervisor. Changes mandated by the State of Georgia's Secretary of State Elections Division has impacted the current staffing of the Board of Elections and Registration.

Ms. Bentley then asked that a wage and compensation study be conducted for the position of Elections Supervisor by the Archer Group and that data from similar sized counties be included in the study. She then advised that due to the new voting equipment implemented by the State, there is a requirement for additional staff to maintain the equipment and perform the updates as necessary. Ms. Bentley then asked the Board to consider a full time technician position for the Elections and Voter registration office to program and ensure that the new voting equipment remains current and operational for future elections.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the ten months ended April 30, 2020.

Jinna Garrison, Administrative Services Director advised that she would be happy to answer any questions the Board may have regarding the financial statements.

Motion/Second by Dutton/Miller to approve the financial statements for the ten months ended April 30, 2020. Motion carried unanimously by all.

VI. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses

and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three minutes or more than once, unless the Board votes to suspend this rule.

Peter Phelps, 804 Dusky Sap Court, was present and wanted to speak as the Spalding County Pickleball Association President. Mr. Phelps wanted to know when they could expect any change to the guidelines for organized sports and asked the Board if they could give him some idea as to when that would happen?

Newton Galloway, 612 Terrace Street, spoke regarding Item #2 under New Business. Mr. Galloway advised that since this was introduced there have been a series of meetings via conference calls and in person between County members: Mr. Wilson, Ms. Irizarry, Ms. Harps, Mr. Galloway and ArtSpace to discuss additional work and additional interest in the redevelopment of the Rosenwald School Building and the area surrounding it.

Mr. Galloway stated that it was his understanding that what the Board currently has before you for consideration is the redevelopment of part of the property for additional housing units, approximately 83 housing units, which will be funded through low income tax credits, which is consistent with the development that ArtSpace proposed last year.

Through those conversations, a consensus has evolved that at least a portion of the redevelopment could be designed to include a creative and cultural community that would work to preserve not just the history, but also the heritage of the Rosenwald Property. Since the proposal from the Housing Authority will involve some renovation, but very little use of the Equalization Building. It is primed for community and cultural redevelopment and assets to be placed there.

Mr. Galloway stated that many people thought of ArtSpace as a property developer which wasn't in the case. They consult with an agency like the Housing Authority and they can identify cultural and educational programs and how to make them sustainable for that location. That would be done in conjunction with the renovation of the Rosenwald building as a cultural history and museum center representing the preservation of the history and heritage of those who attended the school.

Mr. Galloway stated that he would highlight what Ms. Harps has said which is: "The preservation of Rosenwald must be more than just bricks and mortar. The goal would be to allow the Housing Authority to contract with ArtSpace.

ArtSpace had held the Market Study because an initial grant that was going to be applied for by the Housing Authority was not applied for, so now the Market Study has been approved and will be issued.

Mr. Galloway stated that he had received notification from the Atlanta Regional Commission that they will assist in publicizing the Market Study. The Market Study will identify that component of the housing redevelopment that would be

successful for a creative or cultural community to be developed around Rosenwald.

He then asked the Board, as they consider what the Housing Authority wants to do, include in the option the requirement that the Housing Authority cooperate and work with ArtSpace to develop a creative cultural center with sustainable programs that can go into all of Rosenwald, not just low income housing.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on May 4, 2020 and the Spalding County Board of Commissioners Work Session on May 11, 2020.

Motion/Second by Dutton/Miller to approve the minutes for the Spalding County Board of Commissioners Regular Meeting on May 4, 2020 and the Spalding County Board of Commissioners Work Session on May 11, 2020. Motion carried unanimously by all.

VIII. OLD BUSINESS –

1. Lift from the table recommendations from Park & Rec Advisory Commission regarding request to use of BMX bicycles at Spalding County Skate Park facilities.

Motion/Second by Dutton/Johnson to lift from the table recommendations from the Park and Rec Advisory Commission regarding a request to use BMX bicycles at the Spalding County Skate Park facilities. Motion carried unanimously by all.

2. Consider recommendation from the Park and Leisure Services Advisory Commission that the Skate Park be used as an all-wheel park and add a BMX Lane to the current Skate Park Design.

Mr. Wilson advised that staff has gone back and worked with the company who did the original design for the park. He advised that it would take an additional \$25,500 to add some additional equipment to make the park usable for both skateboards and BMX bikes. The Park and Rec Advisory Commission has recommended moving forward with this project.

Chairperson Flowers-Taylor stated that the equipment being added is designed specifically for bikes. These changes will enable this park to be for all-wheels, skateboards, BMX bicycles and rollerblades. This park gets a lot of use, she has seen little kids and older adults out there.

Commissioner Johnson stated that with the addition of this equipment it would make the park safer for anyone using it.

Mr. Wilson then stated that the additional equipment and changes would be funded by Impact Fees.

Motion/Second by Dutton/Johnson to approve the recommendation of the Park and Leisure Services Advisory Commission to add a BMX Lane to the current Skate Park Design to allow use as an all-wheel park. Motion carried unanimously by all.

IX. NEW BUSINESS -

1. Consider recommendation from staff for approval of a technician position for the 800 MHz Department.

Mr. Wilson stated that during the Budget Review there was a request from the Board of Elections a technical position for 196+ voting machines currently being utilized by that department. At that time, he did not recommend a full-time position for that department; however, since that time we have been in contact with the Company currently providing the

service for the State of Georgia and he has checked with several Counties to see how they are handling maintaining the new machines. Mr. Wilson advised that he has learned that a number of Counties contract out the service or handle it within their own IT or Communications Department.

Mr. Wilson stated that we have a chance to fix two problems that we currently have. The need for a position to maintain voting machines and the need for a back-up person to oversee the 800 MHz System. We can contract with Dominion who is currently handling the technical portion of maintaining the election equipment for an estimated cost of \$20,000 to \$50,000 annually depending on how many hours they are required to be here, which is decided by how many elections we have, how many run offs we have, etc.

Mr. Wilson then advised that Mike Windham being on vacation this week brought to the forefront a need. We do not currently have a back-up 800 MHz person. At one time, there was a person in the Sheriff's Office that served in that capacity, but that person is no longer there and they have utilized that position for something else. If something were to happen to Mr. Windham we would have to rely totally on our vendor to bring the system back up and do whatever is needed to the system to keep us running

Mr. Wilson stated that staff is recommending that we hire a technician who could serve as the back-up for the 800 MHz department and who could get the training from Dominion and service the voting machines. It's not what the Board of Elections has requested, but it works out that two problems could be rectified.

Commissioner Dutton then asked what this person would do as he doesn't see 800 MHz back-up being a fulltime position.

Mr. Wilson stated that there are duties involving 800 MHz that have to be done on a weekly basis at each individual site, additionally this person would be available to service the radios for both City and County workers who walk in at any given time. This Department handles not only 800 MHz, but the cell phones and phone systems countywide.

Commissioner Dutton then asked who the person would report to?

Mr. Wilson stated it would be a second person in the 800 MHz department and would report to the Assistant County Manager.

Commissioner Dutton then asked if Mr. Wilson felt there would be enough work to justify a fulltime position?

Mr. Wilson there would be enough work for a fulltime position to cover both and he would really like to get someone in here to be trained by Dominion before their contract ends after the November election. We would be looking at something between \$30,000 and \$40,000 in salary.

Commissioner Dutton stated he doesn't see why this should start as a fulltime position especially if Dominion is contracted to do the job through the remainder of the calendar year. We could start with a part-time person and next year after Dominion leaves move them into a fulltime position. He isn't really seeing a fulltime position.

Chairperson Flowers-Taylor stated that we are having elections this year and at each time there will need to be 4 pieces of equipment utilized for one person to vote. Right now, that technical person needs to be in there between now and November to assist in the number of absentee votes that are coming in. The number of absentee voters is unprecedented, and we are not equipped to handle the volume so that person could be in there all day every

day assisting in processing the volume. To get us through this election we need this person in there every day. They currently have Dominion, but as soon as Dominion leaves who is going to do what needs to be done to these machines? Who is going to make sure they are properly deprogrammed and stored correctly? Instead of us having one machine to vote on there is now 4 pieces of equipment that needs to be addressed. This person has got to learn this and if they don't learn it before Dominion leaves, then the Election's Supervisor is going to have to learn the additional steps and we are back at the same place.

Commissioner Flowers-Taylor then added that she wants to be conscientious about the money, but if we don't get this election right there are going to be a lot of people upset.

Commissioner Dutton then stated that Dominion is under contract for this year and they are going to fill this need for the entire year. Somebody coming in part time could still get the full amount of training they would need, just as a fulltime person would.

Commissioner Johnson stated that the bulk of the work to be done in the Elections Office is what concerns her at this time. She then asked Mr. Wilson how this was going to affect the budget.

Mr. Wilson advised that there are enough funds in the current budget to fund this position as there are only six weeks left this year. Next year, you all had reduced the Development Authority by approximately \$125,000 so, if the whole position amounted to \$60,000 you would still have \$65,000 in savings. So you could take it from those funds if you wanted to.

Chairperson Flowers-Taylor stated that she has concerns regarding 800 MHz as well because it is never a good feeling when you have a huge multi-million-dollar system and we only have one person who knows how to operate it. We have got to get someone, whether it is part-time or whatever.

Commissioner Dutton then stated that we have the system under contract so Mr. Windham is not the only person involved.

Mr. Wilson stated that we do have maintenance contracts on the equipment, if something goes out they replace it. There is a number of preventative maintenance items that Mr. Windham performs at each of the four tower sites and the amount of time that takes, he doesn't know if it is 40 hours a week, but between the Communications with the phones, cell phones and what he does for the 800 MHz system and 911 it is a fulltime job, he is constantly busy.

Whether or not it would be fulltime for two people is the question and we could try to get somebody to apply and then come back to the Board in January after Dominion finishes and make sure they are trained and see if we can come up with something better.

Mr. Wilson stated there are currently 194 pieces of equipment involved with voting at this time, you have a big touch screen, the printer, the scanner and the collection box. The big screen and the printer have to be programmed and as you know sometimes the computers don't talk to the printers, but they are new and we are hoping that everything will communicate and everything will be fine. There is also new machines that will count the absentee ballots and those ballots will have to be scanned in individually on election day.

Chairperson Flowers-Taylor stated that her goal for this year is to have an election where we're not dinged for violating somebody's rights or violating their privacy or not letting them vote. She wants us to get through that and

at some point somebody is going to have to maintain all of the machines and we are talking about 4 machines for each voting unit. She then stated that she would like to see a job description that says 45% of the time would be spent in the Elections Office and 55% of the time would be dealing with the 800 MHz. Whatever the percentages may be, if we could get some job duties down on paper and then have it sent to the Archer Group to figure out the job description and salary, it would give us a better idea of what it is we want somebody to do.

Commissioner Johnson stated that there is a need in both of the departments and if we can determine what this person is to do, she would be on board with the new position.

Commissioner Dutton stated that he doesn't want to create a fulltime position based on an increase in work due to a crisis. The crisis is going to end, and a fulltime position doesn't. This year there is a huge increase in the Elections Office due to absentee ballots so that person is going to have more to do, whereas next year we won't have this problem.

Chairperson Flowers-Taylor stated that next year we are looking at having a TSPLOST and the next September having another SPLOST. Either way, every time we are going to have an election we are going to have to make sure that the equipment is programmed and ready to go.

Mr. Wilson stated that he would bring the Board a job description with an estimate of the pay for the job, both part time and full time.

2. Consider resolution authorizing option to purchase real property with the Griffin Housing Authority.

Mr. Wilson stated that staff has been meeting along with Community Development, Newton Galloway and other community partners with the Griffin Housing Authority who advised that they have some projects that they have been tasked with over the next year, one of those projects fell out and they need another project to fill in. They felt the Equalization Building combined with 83-85 units of housing would make a project that would fit and they could fund both of them.

As you know, we have been looking for funding for Heritage Park because the 3 buildings together are in excess of the budget. When they came to us with this proposal, we were suspect, but we have had meetings with Ms. Walker-Harps and Mr. Galloway has talked with several Commissioners and what you are doing tonight is giving the County Manager the authority to enter into an agreement with the Griffin Housing Authority for an option to purchase the 6+ acres adjacent to Heritage Park and for them to have an option on the Equalization Building.

What this will do is allow the Housing Authority and Penrose, who they have partnered with for all of the developments they have done, to spend local money and federal money designing a program that will create both tax credit housing and refurbish the Equalization Building for their use and use by the community.

Essentially, it frees us up to look at Rosenwald and the associated parking lots amenities and landscaping at our next meeting so that we can move forward with that project this year. Then after we see how sales taxes come in over the next year to year and a half, we will see what's left for the gymnasium property. This is a win, win for everyone, it gets affordable housing in the area, it gets the Equalization School refurbished at little or no expense to the County and it allows us to move ahead with Rosenwald.

All the Resolution this evening allows is a purchase option so that they can spend their funding and federal money. They can only do this if they are assured that at some point they can own the property and use it for development.

Commissioner Flowers-Taylor stated that her concern is the green space. She had hoped there would be a certain amount of green space and she wants to make sure that the green space is preserved. How it can be developed is not set in stone. Right now they are at a place they can't make a move until we stated they have an option to obtain this land.

Mr. Wilson stated that during the retreat we talked about the SPLOST funds from 2008 approximately \$2.3 million and using that for Heritage Park. The Rosenwald Building, separate restrooms with lobby area, and the parking is about \$2 million. Brian Upson is finishing up the costs estimate on that building and he will have to run it by the Housing Authority to make sure that it fits with the theory of what they are wanting to do.

Mr. Wilson stated that he will come to the Board on June 1st with two things: Rosenwald specific asking that we bid the project out as designed, see what the bids come to and pay for it with funds from the 2008 SPLOST. The second will be the Animal Shelter, present designs and drawings and let you decide. We can't build what will prepare us for the future for the \$1.185 million it is going to take \$2 million. We can build the same size or a smaller building for \$1.185 million, but in order to handle what we need to do will cost approximately \$2 million and we need additional funding for that. This will get two big SPLOST projects underway for hopeful completion in 2021.

**RESOLUTION OF THE SPALDING COUNTY BOARD OF COMMISSIONERS
FOR THE PURPOSES OF AUTHORIZING THE SPALDING COUNTY
MANAGER TO EXECUTE AN OPTION TO PURCHASE PROPERTY WITH
THE GRIFFIN HOUSING AUTHORITY**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN OPTION TO PURCHASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF THE PROPERTY KNOWN AS THE JEFFERSON STREET OUT-PARCEL AS FURTHER DEFINED IN EXHIBIT A HERETO BY THE GRIFFIN HOUSING AUTHORITY.

WHEREAS, the Griffin Housing Authority desires to purchase from the County of Spalding, Georgia a certain tract of real property known as the Jefferson Street Out-Parcel property located at 415 Jefferson Street, Griffin, Spalding County, Georgia; and

WHEREAS, the Griffin Housing Authority is a partner with the development firm of Pennrose, LLC; and

WHEREAS, as a partner in the redevelopment project, the Griffin Housing Authority has requested an option to purchase the property from the County; and

WHEREAS, upon receipt of the option, the Griffin Housing Authority will take action to in turn provide an option to ground lease to Pennrose, LLC or its assigns; and

WHEREAS, upon receipt of the property from the Griffin Housing Authority, Pennrose, LLC or its assigns will develop approximately 85 new affordable housing apartments and will rehabilitate the existing facility as a management office and community space for the site.

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

SECTION I. That the County Manager, or in his absence, incapacity, or failure to act, the Assistant County Manager, is authorized to execute, in a form approved by the County Attorney, an Option to Purchase and all other documents necessary and proper for the purchase of a certain tract of real property known as the Jefferson Street Out-Parcel property located at 415 Jefferson Street, Griffin, Georgia, Spalding County, Georgia, by the Griffin Housing Authority. -

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of May, 2020.

(Affix County Seal)

By: _____
Gwen Flowers-Taylor, Chairperson

Attest: _____
William P. Wilson, Jr., County Clerk

APPROVED AS TO FORM

County Attorney

Motion/Second by Johnson/Flowers-Taylor to approve a resolution authorizing option to purchase real property with the Griffin Housing Authority to include working with ArtSpace. Motion carried unanimously by all.

3. Consider agreement with Intellectual Technology, Inc. for self-service terminals that will allow taxpayers to renew motor vehicle registrations and commercial vehicle registrations anywhere in the State of Georgia a kiosk is located.

Mr. Wilson stated that this group approached Tax Commissioner Sylvia Hollums and advised that they have an agreement with the Georgia Department of Revenue where they provide this service all over the State of Georgia and they locate them in highly concentrated areas. Spalding County doesn't meet the head count requirement; however, we can make our tag purchases available through any machine in the State of Georgia by signing this agreement.

Commissioner Dutton asked if there was a cost for the Service.

Mr. Wilson advised that there is a 2.25% convenience fee to the user for the service, it doesn't cost Spalding County anything.

Commissioner Miller exited the meeting at 7:11 p.m.

MVD SELF-SERVICE TERMINAL PARTICIPATION AGREEMENT

This MVD SELF-SERVICE TERMINAL PARTICIPATION AGREEMENT (this "SST Participation Agreement") is entered into as of the 20th day of May, 2020, (Effective Date") by and between Spalding County ("Spalding County") and Intellectual Technology, Inc. ("ITI"), a Delaware corporation with an office at 2980 East Coliseum Blvd., Fort Wayne, Indiana 46805.

WHEREAS, Spalding County is interested in participating in the self-service terminals ("SSTs") program established with ITI pursuant to that certain Agreement by and between the Georgia Department of Revenue ("DOR") and Intellectual Technology, Inc. for Self-Service Terminals and Related Services, dated as of December 31, 2018, (as amended or superseded by a subsequent agreement relating to the same or similar subject matter, the "Master Agreement"), in order to provide the residents of Spalding County with the ability to use SSTs installed in adjacent counties and utilize the services (the "Services") offered by such SSTs; and

WHEREAS, Spalding County and ITI both acknowledge that this SST Participation Agreement is subordinate to the Master Agreement, and any right granted to the DOR in the Master Agreement shall have priority over any conflicting right granted to Spalding County under this SST Participation Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this SST Participation Agreement shall begin on the date hereof and terminate on the last day of the term of the Master Agreement, as extended or earlier terminated in accordance with the Master Agreement. Notwithstanding the foregoing, either party may terminate this SST Participation Agreement at any time with sixty (60) days written notice.
2. Information Security. Spalding County will not have access to any confidential or personally identifiable information generated by the SST transactions. ITI shall be responsible for all data integrity, data transmission and security of all confidential and personal information.
3. Fees. For Services rendered, Spalding County agrees to compensate ITI according to the agreed upon conditions defined in accordance with Schedule A under "Service Fees".
4. Independent Contractor. ITI and any and all of ITI's agents and employees shall act as independent contractors and not as agents or employees of Spalding County. Nothing herein contained shall be construed as constituting the parties hereto as partners, agents of one another or joint venturers.
5. Confidentiality. The parties understand and acknowledge that in connection with the Services to be performed by ITI and the obligations of Spalding County under this SST Participation Agreement, from time to time either or both (the "Disclosing Party") may disclose to the other (the "Receiving Party"), either in writing or orally, information relating to the Disclosing Party's businesses, operations, organizations, financial conditions, plans, designs, marketing strategies and other confidential or proprietary information ("Confidential Information"). The Receiving Party will use such Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this SST Participation Agreement unless otherwise agreed in writing between the parties. The parties agree that all Disclosing Party Confidential Information shall be and remain the exclusive property of the Disclosing Party, and that the Receiving Party will take, or cause to be taken, all reasonable steps to safeguard Disclosing Party's Confidential Information against unauthorized disclosure, using procedures and standards no less comprehensive than those used to protect Receiving Party's own Confidential Information. Notwithstanding anything set forth herein to the contrary, no information shall be considered Confidential Information, which (i) is or becomes publicly known through no wrongful act of Receiving Party, (ii) is received by the Receiving Party from a third party without similar restriction and without breach of this SST Participation Agreement, (iii) is independently developed by Receiving Party and Receiving Party can reasonably substantiate that the development occurred before disclosure, (iv) is required to be disclosed by law, or (v) is approved for release by the written consent of the Disclosing Party.
6. Consumer Credit Card Confidential Information. ITI shall comply with the Payment Card Industry ("PCI") Data Security Standard, as promulgated and amended by the PCI Security Standards Council, and other applicable payment card industry security requirements with respect to consumer credit card information that is accessed, received or maintained by ITI. If ITI is required to maintain certification pursuant to the PCI Data Security Standard, ITI shall maintain such certification throughout the term of this SST Participation Agreement.
7. Notices. All notices provided under this SST Participation Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, or by an express delivery service (such as UPS), and addressed to such party at its address set forth below. The address to which notices may be given as aforesaid to either party may be changed by written notice given by one party to the other as hereinabove provided.

Notice shall be sent to the following addresses:

(a) If to ITI:

Intellectual Technology, Inc.
2980 E. Coliseum Blvd.
Fort Wayne, IN
Attn: General Counsel
Fax: (260) 459-8820
Email: bsmith@iti4dmv.com

(b) If to Spalding County:

Sylvia Hollums, Tax Commissioner
P O Box 509
Griffin, GA 30224
Fax: 770-467-4368

With copy to:
Spalding County Board of Commissioners
PO Box 1087
Griffin, GA 30224

8. Service Marks and Trademarks. ITI shall not, without Spalding County's prior written consent, use the name, service marks of Spalding County or the service marks or trademarks used by Spalding County.

9. Publicity. All media releases, public announcements and public disclosures by either party relating to this SST Participation Agreement or the subject matter of this SST Participation Agreement, including promotional or marketing material or signs or posters posted on the SST or elsewhere, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, will be coordinated with and approved by the other party prior to release, which approval such party may withhold in its sole discretion. ITI will ensure that any approved publicity materials referring to Spalding County remain current and accurate, and Spalding County reserves the right to withdraw a previously granted approval and ITI will cease use of Spalding County's name pending ITI's correction of any inaccurate materials.

10. Compliance with Law; Permits; Taxes. ITI shall comply with all applicable laws, rules and regulations with respect to the operation, maintenance and use of the SST. ITI will obtain, maintain in effect and pay the cost of all licenses or permits ITI is required to maintain for the operation, use and/or maintenance of the SST. ITI will pay all taxes and other payments required to be paid by ITI as a result of any SST transactions.

11. Entire Agreement; Amendment. This SST Participation Agreement, along with the Master Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained in this SST Participation Agreement, and supersedes all prior agreements, whether written or oral, with respect to such subject matter except for the Master Agreement. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

12. Successors and Assigns. The terms of this SST Participation Agreement and the covenants and agreements herein contained shall apply to and bind and inure to the benefits of the permitted heirs, representatives, assigns and successors in interest of the parties hereto. If the event of any assignment under this SST Participation Agreement, the assigning party must provide notice to DOR within ten (10) days of such assignment.

13. Severability. The invalidity of any provision of this SST Participation Agreement will not affect the validity and binding effect of any other provision and any invalid provision will be severed from this SST Participation Agreement and the remainder of the SST

Participation Agreement will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the parties.

14. Survival. The provision of this SST Participation Agreement which contemplates performance or observance subsequent to termination or expiration of this SST Participation Agreement will survive termination or expiration of this SST Participation Agreement and continue in full force and effect.

15. Waiver. The failure of a party to insist upon strict performance of any of the covenants or restrictions contained herein shall not be deemed a waiver of any rights or remedies that said party

may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants or obligations contained herein by the same or any other party.

16. Intentionally Deleted.

17. Governing Law; Jurisdiction. This SST Participation Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction.

18. Counterparts/Electronic Signatures. This SST Participation Agreement may be executed in counterparts and delivered by U.S. Mail or established overnight courier service, postage or delivery charge prepaid, each of which counterparts shall be deemed an original and all of which together shall constitute a single instrument, and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties hereto. Electronic signatures (copied, facsimile or PDF) shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this SST Participation Agreement has been executed by the parties hereto as of the Effective Date.

**Spalding County, a political
subdivision of the State of GA**

By: _____
GWEN FLOWERS-TAYLOR
Chair, Spalding County Board of
Commissioners

INTELLECTUAL TECHNOLOGY, INC.

By: _____
Drew Nicholson

Attest: _____
WILLIAM WILSON, Spalding County Clerk

Acknowledged by:

Sylvia Hollums
Spalding County Tax Commissioner

Motion/Second by Dutton/Johnson to enter into an agreement with Intellectual Technology, Inc. for self-service terminals that will allow taxpayers to renew motor vehicle registrations and commercial vehicle registrations anywhere in the State of Georgia a kiosk is located. Motion carried 3-0-1 (Miller).

4. Consider a contract with the Newnan Coweta Spay Neuter Clinic, Inc. d.b.a. Help Spay Neuter Clinic to provide spay/neuter and vaccination services to Spalding County Animal Care and Control.

Mr. Wilson stated that we had a contract with Help Spay and Neuter Clinic, but the contract expired. We have been utilizing the Foundation and Auburn University to perform these services; however, with COVID, Auburn University shut down and by us no longer having a contract with Help Spay and Neuter Clinic, we were without services. We were fortunate this time because we were able to make arrangements with the professors at Auburn and they came in and did the spay and neuter for us. This contract will allow

us a back-up should something like this happen again.

Commissioner Miller re-entered the meeting at 7:13 p.m.

CONTRACT WITH NEWNAN COWETA SPAY NEUTER CLINIC, INC.
dba HELP SPAY NEUTER CLINIC

This contract is made and entered into between Spalding County, a political subdivision of the State of Georgia (hereinafter referred to as “the County”) and Newnan Coweta Spay Neuter Clinic, Inc. dba HELP Spay Neuter Clinic (hereinafter referred to as HSNC).

1. Spalding County operates an animal shelter in the City of Griffin, Spalding County, Georgia.
2. HELP provides spay/neuter and vaccination services to Spalding County Animal Care & Control.
3. The parties desire that they enter into a formal contract setting out the terms of their agreement.

Now, therefore, in consideration of the mutual agreement set out, all parties agree to the following:

- A. HSNC will provide spay/neuter and vaccination services at the time of service to the dogs and cats which are being held at Spalding County Animal Care & Control.
 - a. Pursuant to Georgia Law, all surgical procedures performed on animals 12 weeks and older will require a rabies vaccination at the pet owner’s expense. The cost of the rabies vaccination is \$13.00.
 - b. All animals undergoing sterilization surgery will receive an examination by a Veterinarian, anesthesia, surgery procedure, one dose of pain medication at time of surgery, pain medication to go home and an e-collar.
- B. Spalding County agrees that it shall pay to HSNC the following fees for services rendered. Payment will be made within 30 days from the date of statement. A statement of charges will be provided to the Animal Care & Control Supervisor on the date of service.

- | | |
|---|-------|
| a. Female Dog Spay 2-40 lbs. | \$105 |
| b. Female Dog Spay 41-60 lbs. | \$115 |
| c. Female Dog Spay 61-80 lbs | \$125 |
| d. Female Dog Spay 81-100 lbs. | \$135 |
| e. Call for Female Dogs over 100 lbs. | |
| f. Male Dog Neuter 2-40 lbs. | \$90 |
| g. Male Dog Neuter 41-60 lbs. | \$100 |
| h. Male Dog Neuter 61-80 lbs. | \$110 |
| i. Male Dog Neuter 81-100 lbs | \$120 |
| j. Call for Male Dogs over 100 lbs. | |
| k. Female Cat Spay | \$75 |
| l. Male Cat Neuter | \$65 |
| m. \$15 for umbilical hernia repair at time of surgery, canine or feline. | |

Any animal placed under anesthesia and determined to have previously been altered will be charged: (a) no surgical charge if scar or tattoo is observed; (b) \$20.00 for anesthesia if induced but no surgery; or (C) full surgery price if

exploratory surgery is performed.

- C. HSNC agrees that it shall maintain malpractice insurance in an amount not less than \$2,000,000 and agrees that it shall hold the County harmless for all claims which may arise out of the execution of this contract.
- D. HSNC makes no claims as to the adaptability, personality, disposition, health status, current or future status of any animal presented for surgery and will not be held liable at the time of service or at any future date for such.
- E. A basic assessment for surgery examination will be performed before surgery. No diagnostic tests will be performed on any animal. Those animals presented for surgery are considered elective and any complication, including death, are not the responsibility of HSNC. Any animal determined to be at increased risk by HSNC veterinarian may be refused at the veterinarian's discretion.
- F. Payment will be made for each animal presented according to the previous fee schedule.
- G. Spalding County will be given an authorization code and will be responsible for scheduling the animals adopted from their facility. The adopter may use the twice-monthly pickup at Spalding County Animal Care & Control parking lot, or they may opt for another nearby pickup location, or they may drive the animal to the Newnan veterinary hospital. Spalding County will be responsible for a \$20 no-show fee should an adopter not show up for a scheduled appointment. Spalding County may cancel or reschedule within 48 business hours of an appointment. Authorization code will be: SCAP2020##abc. The code stands for SpaldingCountyAdoptionProgramYearofAdoption #numberofadoption# initialsofwhoauthorizedtheappointment
- H. Either party may terminate this contract upon 30 days written notice to the other.
- I. The relationship established hereto is that of Independent Contractor and HSNC shall in no way be considered an employee of Spalding County.
- J. The term of this contract shall be from the date of its execution until such time as one party or the other gives 30 days written notice of its intent to terminate same.

HERETOFORE AFFIX our hands and seals the _____ day of _____, 2020.

SPALDING COUNTY, GEORGIA

NEWNAN COWETA SPAY NEUTER CLINIC, INC.

By: _____
Gwen Flowers-Taylor
Chairman

By: _____
Cindy Leopard
Clinic Manager

Attest _____

Witness _____
William P. Wilson, Jr, County Manager

Motion/Second by Johnson/Dutton to enter into a contract with the Newnan Coweta Spay Neuter Clinic, Inc. d.b.a. Help Spay Neuter Clinic to provide spay/neuter and vaccination services to Spalding County Animal Care and Control. Motion carried unanimously by all.

5. Consider recommendations from the Parks and Leisure Advisory Commission regarding recreation programming and facility rentals.
 - (a) Keep all recreation centers and pavilions closed until June 12 pending changes to the Governor's Executive Orders
 - (b) Suspend all organized youth and adult sports play until June 12, 2020 with plans to allow scheduled practices thereafter should the Governor lift the State of Emergency Order. Cancel Summer Day Camp Programs for 2020
 - (c) Community Centers and Senior Center remain closed – further consideration after June 12.

Mr. Wilson stated that the Park and Recreation Advisory Commission has recommended that we suspend all organized youth and adult sports. Mr. Phelps came to you at the beginning of the meeting to advise that people are playing pickleball at the facility, but it is not the Pickleball Association. Mr. Wilson stated the people playing Pickleball right now are out there for exercise and for fun. They may or may not be part of the Pickleball Association, but what Mr. Phelps was asking is when Pickleball can begin organized play again.

Mr. Wilson stated that basically everything is to remain closed until June 12th when we will learn if the Governor changes anything with the exception of Day Camps which are cancelled for the entire summer and we look at Community Centers and the Senior Center after June 12th as well.

Chairperson Flowers-Taylor stated that the Park and Leisure Services Advisory Commission did not have enough information to lock anything down. If the Governor does not extend any restrictions, we're not going to immediately open everything back up. We will ask the associations to provide information on how they are going to create an atmosphere of social distancing.

Commissioner Dutton stated that he feels that the State has issued the restrictions and there is no reason for Spalding County to implement additional restrictions beyond those that the State of Georgia has issued. The Governor's order makes all local rulings null and void. He feels that the message from Spalding County's to the associations regarding organized play is as soon as the Governor says it is ok for organized play.

Commissioner Miller stated that he is hearing that the Baseball Associations won't even talk to the citizens who have already paid. They've got their \$160 per child and they don't want to respond to the parents. The Association needs to make up their mind what they are going to do and let the parents know. You have people who have paid the \$160 and if they aren't going to play, they need to refund the money.

Commissioner Johnson stated that she agrees with what Park and Rec has recommended, it gives the County some definition. If the State is saying that everything is closed until June 12th, then it has to be closed until the 12th.

Commissioner Dutton stated that the only change he would like to this is that "this remains closed per the Governor's order." We are closing in accordance with Governor Kemp's Order, not closed until June 12th. Then that places the direction on Governor Kemp. We are not the ones who abandoned organized play, Governor Kemp is.

Kelly Carmichael, Director of Leisure Services, advised that Baseball is looking at offering a delayed season, an abbreviated season, something during the summer and that is why they cannot provide answers. They are actually waiting on us to see if that is an option. She advised that they are not being silent on purpose, they were at the Advisory Commission meeting as was Pickleball and Swim. They are all very anxious to get their sports open and operating.

Commissioner Miller stated he can understand that, but they need to be polite to these people. They are holding their money and the parents can't

find out anything. A lot of people, beginning in June will be going on vacation, so if those people want their money back the association needs to give them their money back. This is not the kids' fault, the parents' fault or the fault of the association, but they have got to work together and be polite.

Commissioner Dutton stated that he would like to see the recommendation reworded to simply stated that Spalding County is going to comply with the Governor's Executive Order.

Motion/Second by Dutton/Johnson to take under advisement the recommendations of the Park and Leisure Advisory Commission. In order to comply with the Executive Order of Governor Kemp, Spalding County has been forced to recommend the following: To keep all recreation centers and pavilions closed and to suspend all organized youth and adult sports. Furthermore, due to the criteria placed by the Governor's order on Summer Day Camps and the fact that Spalding County is not equipped to meet that criteria, Spalding County Day Camp Programs for 2020 will be cancelled. Community Centers and the Senior Center will remain closed pending recommendation from the Board once the Governor lifts all restrictions. Motion carried unanimously by all.

6. Consider recommendation from Parks and Leisure Services Advisory Commission to consider implementing scheduled soccer field closure for turf maintenance.

Mr. Wilson stated that this was discussed during the Budget Work Session, we are meeting with a well drilling company out there and look for possible water sources. Sometimes you have to take the soccer players off the soccer fields in order to let the grass grow back. Essentially, we will look for other practice fields, we will contact the ministerial association and see what practice fields may be available at churches. We're going to look at watering through a possible well if we can generate the minimum gallons required. We have drilled three wells so far and the maximum gallons per minute we have been able to tap into is 12. We need at least 50 gallons per minute.

Motion/Second by Johnson/Dutton to approve the recommendation from the Parks and Leisure Service Advisory Commission to consider implementing scheduled soccer field closure for turf maintenance. Motion carried unanimously by all.

7. Consider recommendation from Park and Leisure Services Advisory Board to approve Prefab Restroom/Pavilion products as a construction option.

Mr. Wilson advised that the current pavilions are predominantly metal, concrete and steel. The last time we bid out one of the pavilions and had it constructed it was approximately \$135,000, we can purchase a prefab kit for roughly \$65,000 with the bathrooms. The kit can be modified to accommodate a 4/12 roof pitch, they originally didn't have a 4/12 and he advised that we must meet our 4/12 standard. It is a nice looking pavilion, it is a much more traditional design and look, but it would be a viable option for some areas.

As you know we have been working with mobile construction inmates at the dog park and we haven't been able to get that pavilion off the ground. We are planning to build one at our Quarry's Edge Trail and another one at Ninth Street/Thomaston Mill and this will allow us to construct these ourselves as we can pour the concrete slab and at our own pace we can put them up. It is a good substitute, it is not the standard that we have now that is almost indestructible, but he feels it is a valuable option during these times.

Staff is requesting the use of the prefab units for the Quarry's Edge Trail and the Ninth Street/Thomaston Mill locations. These units comes pre-plumbed and pre-wired.

Motion/Second by Dutton/Johnson to approve the request of the Parks and Leisure Services Advisory Board to approve the

Prefab Restroom/Pavilion products as a construction option to be paid for by impact fees. Motion carried unanimously by all.

X. REPORT OF COUNTY MANAGER

- He is looking forward to the April Sales Tax numbers which should be in at the end of the month and he will report to the Board on June 1.
- We discussed having the plans for the Animal Shelter and Rosenwald on the meeting for June 1.
- The County Commissioners voted to move ahead with the 4th of July fireworks and the City has also voted to move ahead with the fireworks as well.
- We have the Griffin-Spalding Area Transportation Meeting on Wednesday by ZOOM.
- Our Public Hearing on the Budget will be on Monday, June 1st. Our first reading will be Monday, June 15th, and our second reading will be Thursday, June 25th, right before the Zoning Public Hearing that night.

XI. REPORT OF ASSISTANT COUNTY MANAGER

- Georgia Public Safety Training Center opened up the Georgia Fire Academy so we have four personnel there starting today. If they make it through the program they will be come certified and graduate on Friday, July 10th.
- The Fire Department honored the Sheriff's Office by placing blue line tags on all the apparatus for National Police Week and they will present those tags to the personnel.
- EMA assisted the Department of Public Health, District 4, with COVID testing at the Oaks and they had 167 tested in one day.

Mr. Wilson advised that he received the COVID numbers and they were the same as last night.

XII. REPORT OF COMMISSIONERS

Bart Miller – He hopes the associations will get their stuff together. We are going by what the Governor had directed when it involves organized sports and as soon as he opens up something we will also begin to open up. These people who have put up their money for the sports, need to know something. June and July are vacation times for people so the associations need to be making plans and getting something done.

Rita Johnson – Big shout out to Spalding County Staff for the job they did on the budget this year. We are looking at no millage rate increase and that is fabulous, she thinks the tax payers will really appreciate that.

Regarding the technician position, it would be nice if we could find a recent graduate, someone who would like to get their feet wet. We don't know what that position is going to look like or what the money is going to look like, but there is certainly somebody who could benefit from it and want to come in and do a good job.

She also agrees that we need to wait to see what the Governor says regarding organized sports, if we need to revisit it on June 12th then we will have to revisit the matter. She asked that everyone be patient, stay well and take care of yourselves and try to abide by the Social Distancing as much as possible, that is the key.

James Dutton – Wanted to echo that we need to continue to be smart about our own health. That said, there are currently no restrictions that Spalding County has put on over and above what the Governor has done. We are simply following what Governor Kemp is forcing us to follow. If it was up to him, and it most certainly is not, we would be totally open right now and we would be back to normal.

He advised that the last two weeks have been extremely busy for him as attorneys and firms all over have been calling him about the Public Defender Bid and he has reminded them about the two things discussed at the meeting regarding complying with the Bar's rule on ethics as far as conflicts go and the second Chairperson Flowers- Taylors idea/requirement for a feedback system. He feels this is a phenomenal idea because he knows of no one who uses a feedback for their Public Defender. He is looking forward to the 28th, he hopes we have a lot of folks come in and bid. This is a big contract and he is really glad that we bid it out, he hopes that we get better bids, but if we don't it was still worth bidding it out.

Gwen Flowers-Taylor – She wanted to say the same thing that Commissioner Johnson had to say it was awesome the way the budget process went. She has been there for 14-15 years and it has never gone that smoothly.

Hats off to Park and Rec, that was the longest meeting in history the other night. She has to give the Commission credit as they truly do care about the health and wellbeing of our community. One of the things that came out of the meeting is that we want to figure out how to encourage our citizens to still utilize our facilities. Just because you can't go out and play organized sports doesn't mean you can't go out there with your children and kick a ball around or you can't go out and play on the swings, or walk on the nature trails or that you can't play disc golf. We just need to encourage people while they are home to utilize the parks. This is a great opportunity for people to rediscover what our parks have to offer.

Mr. Wilson stated he is going to come back to us with a potential job description and she thinks Commissioner Johnson's idea of finding someone right out of school or new to government and need the experience who could come in and do a good job for us.

What bothers her even more is the paper that Ms. Bentley gave us from the Board of Elections, it is hard for her to imagine that some of the Counties, which she knows is smaller than we are, actually pay their Election Supervisors more than we do. She felt it was a good point that Ms. Bentley made in clarifying what she was saying, what the Board of Elections is asking for is not a raise for the Elections Supervisor whoever it is. She would like to see what Archer says about what these two jobs combined look like in terms of what it should cost. Because we have someone who according to Secretary of State Raffensperger, Marcia Ridley is one of the best Elections Supervisors in the State, well thought of in terms of knowing how to conduct business. So, she has a hard time trying to imagine why we have such a problem figuring out what the job is actually valued at. She would love for us to look at that. We want to make sure that this individual gets paid appropriately for the job that is provided.

She had asked Mr. Wilson earlier today about looking at the Commissioners Per Diem, because when she became a Commissioner in 2004 the rate was approximately \$125 and now it's 2020 and the rate is \$150. She asked that this be looked at and how the expense allocation is determined. It costs more to be a Commissioner now than it did in 2004.

Mr. Wilson stated that he would get Miles Neville, Human Resource Director, to look at everything presented this evening by Ms. Bentley and he will get an email out to everyone letting you know some comparatives for us.

XIII. CLOSED SESSION

XIV. ADJOURNMENT

Motion/Second by Miller/Flowers-Taylor to adjourn the meeting at 8:20 p.m. Motion carried unanimously by all.



SPALDING COUNTY BOARD OF COMMISSIONERS 800 MHz Contract with COG

Requesting Agency

county Manager

Requested Action

Review and discussion of proposed 800 MHz Radio Intergovernmental Agreement with the City of Griffin.

Requirement for Board Action

Is this Item Goal Related?

The COG rejected the County's proposed IGA that was submitted to them late last year.

Summary and Background

The City proposes to pay the \$16.00 monthly charge for only the non-public safety radios units in operation for each month.

The current inventory of all COG radios in use is 445 units. The total number of non-public safety units is 118 leaving 327 units identified as Public Safety.

Essentially the COG proposes to pay the monthly charge on 26.52% of their entire inventory of radio unite.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Rejection of proposed agreement.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> COG Proposed IGA for 800 MHz	5/27/2020	Backup Material
<input type="checkbox"/> COG Radio Inventory	5/27/2020	Backup Material



Office of the City Manager, Kenny Smith
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.0403 W cityofgriffin.com

February 25, 2020

Mr. William Wilson, County Manager
Spalding County
109 East Solomon Street
Griffin, Georgia 30224

Dear William,

Enclosed please find the City's proposed Intergovernmental Agreement between Spalding County and the City of Griffin for the use, operation, and maintenance of the county-wide 800 MHz radio system. The draft that was proposed by Spalding County on December 3, 2019 was rejected.

This IGA has been approved by a consensus of the City Commission and is available for final authorization and signatures upon your board's approval and signatory.

Thank you for your assistance.

A handwritten signature in blue ink, appearing to read "Kenny L. Smith".

Kenny L. Smith,
City Manager

CC: City Commission
Drew Whalen, City Attorney
Jessica O'Connor, Deputy City Manager

Growing, **TOGETHER**

Board Of Commissioners: Cynthia Ward • Cora Flowers • Holly Murray • David Brock • Truman Tinsley • Rodney McCord • Douglas Hollberg •, Mayor

STATE OF GEORGIA,
COUNTY OF SPALDING.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF SPALDING, GEORGIA
AND
CITY OF GRIFFIN, GEORGIA
FOR THE USE, OPERATION, AND MAINTENANCE
OF THE
SPALDING COUNTY 800 MHz RADIO SYSTEM

WHEREAS, the County of Spalding, a political subdivision of the State of Georgia (hereafter referred to as the "County") operates an 800 MHz radio communications system with sufficient capacity and capability to serve the emergency and non-emergency communication needs for itself and the City of Griffin, a Georgia municipal corporation wholly situated within Spalding County (hereafter referred to as the "City");

WHEREAS, said 800 MHz radio communication system was financed and constructed through the proceeds of a countywide Special Purpose Local Option Sales and Use Tax ("SPLOST") in which a majority of the electorate of the County, which includes those County electors also residing within the City, expressly authorized the tax for the purpose of providing state of the art communications to emergency service providers, including dispatching of fire-fighting, law enforcement, emergency medical, suicide prevention, emergency management dispatching, poison control, drug prevention, child abuse, spouse abuse, or other emergency services, including non-emergency support for these public safety services, as from time to time required;

WHEREAS, as defined at O.C.G.A. §46-5-122, the term "Emergency 9-1-1 System" means a telephone service, computer service, wireless service, or other service which facilitates the placing of calls by persons in need of emergency services to a public safety answering point by dialing the telephone number 9-1-1 and under which calls to 9-1-1 are answered or otherwise dispatched to appropriate public safety agencies established and operated by the local government(s) subscribing to the 9-1-1 service. O.C.G.A. §46-5-133 (d) requires a county to provide its Emergency 9-1-1 Service as a county-wide service to municipalities within said county, without imposing fees or charges on the municipality or its public safety agencies for the emergency calls and connection services described in said law. The Spalding County Service Delivery Strategy recognizes "Emergency Communications" as a countywide service to be provided by the County to the City. The 800 MHz Radio System serves as an integral component of this County's Emergency Communications service, and allows for efficient, effective, and timely dispatching of requests for assistance to local public safety agencies; and

WHEREAS, the County and City each have reasonable needs for communication services, beyond those of "emergency communications" to their public safety agencies,

for the efficient and effective delivery of their governmental services, such as public administration, public works, and utilities, which the County's 800 MHz Radio system has the capacity and capability to provide;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes; provided, however, the County agrees that its obligation to pay for services provided primarily for the benefit of the unincorporated area of the County constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive such services from the County, and not from County general funds.

Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct, operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been

taken or performed in proper form.

This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged.

2.

PURPOSE AND INTENT:

The purpose of this Agreement is to address and establish a basis for recovery of administrative and operational costs of the 800 MHz Radio System, and to provide for future maintenance of the system, for non-public safety radio units utilizing the System. The parties agree that the cost to the System for use by public safety radio units shall be covered by the County and included in the annual cost of operating the Emergency 9-1-1 System as a countywide service.

3.

COST ALLOCATION METHOD: The parties agree that annual cost of operating and maintaining the County radio system (derived from three distinct areas: infrastructure maintenance and warranty contract, tower site rents and utilities, and salary/benefits of the system administrator), shall be reimbursed by the City based upon a fee of \$16.00/per user device/per month, multiplied by the number of City non-public safety radio units in operation during the month.

4.

PAYMENT TERMS: The City shall make a payment to the County, in the amount of \$31,680 for the period July 1, 2018 through June 30, 2019, on or before September 1, 2020.

The City shall thereafter make an annual payment for the period July 1, 2019 through June 30, 2020 to the County on or before September 1, 2020, based upon \$16.00/per non-public safety user device assigned to the City/per month. Thereafter, for the period July 1, 2020 through June 30, 2021 the City shall make an annual payment to the County on or before September 1, 2021, based upon \$16.00/per non-public safety user device assigned to the City/per month. For the period July 1, 2021 through June 30, 2022 the City shall make an annual payment to the County on or before September 1, 2022. For the period July 1, 2022 through October 31, 2022 the City shall make a payment to the County on or before December 31, 2022. The parties agree to cooperate with each other in maintaining a monthly inventory of radio units assigned to the City during the term of this Agreement. Any payment not paid in full within thirty (30) days of its due date shall thereafter bear interest from the due date, at the rate of Three (3.0%) percent per annum (simple, not compounded) until paid in full, unless the delay is caused by the County's failure to remit to the City a timely invoice

The County shall remit an invoice to the City by no later than the 15th of each July showing the amount of payment due for the prior fiscal year. The parties agree to fully cooperate with each other in maintaining a monthly written inventory of devices (radio units) in service by each user, and to provide a copy of the inventory to the other party on or before the 15th of each month, showing the number of devices the user had in operation during the previous month. Any annual payment not paid in full by the due date shall bear interest (simple, not compounded) from the due date, at the rate of Three (3.0%) percent per annum, until paid in full, unless delay is caused by the County's failure to remit a timely invoice.

5.

TERM; EARLY TERMINATION; RENEWAL OF AGREEMENT. This Agreement shall commence on the date of its execution by the last party to approve and sign and continue through and to include October 31, 2022 (renewal of Spalding County Service Delivery Strategy), unless the Service Delivery Strategy is renewed sooner based upon the occurrence of an event that triggers updating the Strategy. At any time following June 30, 2021, either party may give written notice to the opposing party of its intention to terminate this Agreement; such termination shall be effective one (1) year from the date of receipt of such notice.

6.

DEVICES (RADIO UNITS): Each party shall purchase their own devices (radio units) and program the devices for use on the County's 800 MHz Radio System.

7.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or

dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: SPALDING COUNTY

County Manager
Spalding County Courthouse Annex
119 E. Solomon Street
Griffin, GA 30223

TO: CITY OF GRIFFIN

City Manager
One Griffin Center, Third Floor
100 S. Hill Street
Griffin, GA 30223

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR
SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED
OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

SPALDING COUNTY, GEORGIA

CITY OF GRIFFIN, GA

By: _____
Chairman, Board of Commissioners

By: _____
Mayor

Attest: _____
County Clerk

Attest: _____
Secretary

(SEAL)

(SEAL)

Approved as to form:

Approved as to form:

By: _____
County Attorney

By: _____
City Attorney

William Wilson Jr.

From: Kenny L. Smith <KSmith@cityofgriffin.com>
Sent: Tuesday, April 21, 2020 10:31 AM
To: William Wilson Jr.
Cc: joconnor@cityofgriffin.com; Michelle Irizarry; William Wilson Jr.; Mike Windham; Jinna Garrison
Subject: RE: 800 MHz radio inventory

Our numbers are in red below.

Kenny Smith

Office of the City Manager | City Manager

From: William Wilson Jr. <wwilson@spaldingcounty.com>
Sent: Monday, April 20, 2020 12:53 PM
To: Kenny L. Smith <KSmith@cityofgriffin.com>
Cc: Jessica O'Connor <joconnor@cityofgriffin.com>; Michelle Irizarry <mirizarry@spaldingcounty.com>; William Wilson <wwilson@spaldingcounty.com>; Mike Windham <mwindham@spaldingcounty.com>; Jinna Garrison <jgarrison@spaldingcounty.com>
Subject: 800 MHz radio inventory

Kenny,

The current inventory of radios on the 800 MHz radio system as of April 1, 2020 are as follows. Please review with your staff and advise of any adjustments/changes that need to be made.

Thanks,

Wm

AGENCY	PORTABLES	MOBILES	DATA MOBILES	BASE STATION	TOTALS
GPD	121	104	0		209 225
GFR	30	21		4	53 55
COG PW	46			1	51 47
COG P & Z	7				7
COG AIRPORT AUTH	3				3
COG STRM WTR	9			1	10
COG SOLID WASTE	17	24		1	42
COG ADMIN	2			1	3
COG ELECTRIC	43	9		1	45 53
CITY TOTALS	278	158	0	9	423 445

William P. Wilson, Jr.
County Manager



SPALDING COUNTY BOARD OF COMMISSIONERS Public Hearing - FY2021 Budget

Requesting Agency

County Clerk

Requested Action

Receive Public Comments regarding the proposed FY2021 Budget.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY2021 Budget Message	5/26/2020	Backup Material
<input type="checkbox"/> Public Hearing Advertisement	5/26/2020	Backup Material



BOARD OF COMMISSIONERS

Gwen Flowers-Taylor, CHAIRMAN

James R. Dutton, VICE CHAIRMAN

Donald F. Hawbaker

Rita C. Johnson

Bart Miller

COUNTY MANAGER

William P. Wilson, Jr.

ASSISTANT COUNTY MANAGER

Michelle Irizarry

COUNTY ATTORNEY

James R. Fortune, Jr.

To: Board of Commissioners

From: William P. Wilson, Jr. County Manager

Date: April 30, 2020

Re: Proposed Fiscal Year 2021 Budget

I am transmitting herewith the proposed Fiscal Year 2021 Budget for Spalding County in the amount of \$89,701,772 a budget that represents a 5.86% increase from the current year's budget of \$84,736,572. The General Fund increased 3.78%, the Fire District Fund increased 2.84%, the E911 Fund increased 13.10% and the Water System Fund increased 1.54%. These increases are predominantly attributable to increases in employee salaries and benefits, operating expenses and debt service. The recommended budget includes a 2% COLA (Cost of Living Adjustment) that was discussed at the retreat and includes the second year of proficiency pay that was implemented last year. There were also increases in purchased and contracted services and increases in lease purchase payments for items that were approved by the Board during the 2020 budget hearings that were not included in the original recommended budget for that year.

This year's budget requests totaled over \$95.8M and included new positions, much needed vehicles and equipment, increases in the level of service provided, new programs, facility expansions and improvements and many other valid requests. Although most of the budget review with Department Heads and Elected Officials occurred before the onset of COVID 19 everyone was advised this would be a tight year and recommendations would reflect that outlook.

Fortunately, there were no increases in health insurance this year and we were able to hold the line on workers compensation insurance as well. No new positions were recommended for FY 2021 although several new positions were requested. Utility rate increases by the City of Griffin, general increases in operational costs, repayment of principal and interest paid by the City of Griffin on the Airport Bonds and our third of 15 principal and interest payments on those bonds, the first principal payment on the 2016 SPLOST Bonds and the first payment on the Noresco energy savings contract are all included in the recommended budget.

Although many agencies requested an increase in funding, Library, Land Bank Authority, DFACS, Veteran's Services, Personal Growth Center and Health Department are recommended at current FY 2020 levels. The Development Authority is recommended to be funded at 100% of their budget request this year. Last year we funded them at 50% and they were told we would recommend 100% for this Fiscal Year.

Staff has worked diligently on the FY 2021 budget for the past twelve weeks. We started this process with the intent of not increasing the millage rate for 2020 and with the appropriation of fund balance in most funds we met that goal. For the past several years we have appropriated fund balance but have not actually expended it and in fact revenues have exceeded expenditures allowing us to grow fund balance. It appears at this time that we will once again not utilize any of the fund balance appropriated and will have a small amount of revenue to add to fund balance again this year. Should the Board wish to make cuts to the proposed budget that would not require the use of additional fund balance the most direct and efficient method would be a reduction in salaries and benefits as they comprise most of the expenses for each fund. Most contractual service and debt service agreements are multi-year fixed amount agreements. There are very few recommended outright capital purchases included in the proposed FY2021 budget. (most capital outlay purchases are made on a multi-year lease purchase arrangement). Therefore, only salaries and benefits along with materials and supplies are left to make any substantial adjustments to balance the budget without the use of fund balance or a tax increase.

Included with this budget memo are detailed spreadsheets comparing FY 2020 and FY2021 revenues and expenditures along with explanations of variances in each area compared.

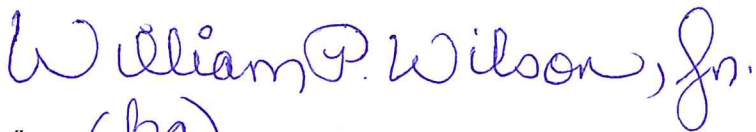
A fund-by-fund breakdown of the proposed budget follows.

Fund	FY2020 Budget	FY2021 Budget	% Change
General Fund	\$ 51,186,885	\$ 53,120,707	3.78
Fire District Fund	\$ 6,978,450	\$ 7,176,367	2.84
Emergency Comm. Fund	\$ 1,612,604	\$ 1,823,929	13.10
Water System Fund	\$ 9,225,166	\$ 9,366,801	1.54
Law Library	\$ 85,000	\$ 75,000	(11.76)
Community Svcs. Block Grant	\$ 148,046	\$ 148,050	0.0
Senior Nutrition Program	\$ 510,966	\$ 526,237	2.99
Confiscated Assets	\$ 375,000	\$ 350,000	(6.67)
Victims of Crime Assistance	\$ 90,000	\$ 90,000	0.0
CDBG Dundee Mill Village Phase I	0	700,000	100.0
Impact Fees Fund	\$ 2,519,800	\$ 2,574,900	2.19
Hotel/Motel Tax Fund	\$ 390,360	\$ 324,000	(12.39)
Capital Projects (08 SPLOST)	\$ 2,350,000	\$ 2,276,000	(3.15)
Capital Projects (16 SPLOST)	\$ 6,461,000	\$ 5,365,000	(16.96)
Capital Projects (General)	\$ 137,500	\$ 157,500	14.55
Debt Service – Airport Auth. Bonds	\$ 368,863	\$ 369,125	0.07
Debt Service – 2016 SPLOST	\$ 305,300	\$ 3,132,251	925.96
GMA Lease Pool Fund	\$ 1,123,500	\$ 1,253,692	11.59
Workers Comp. Trust	\$ 868,132	\$ 854,213	(1.60)
Total for all Funds	\$ 84,736,572	\$ 89,701,772	5.86

Again, as part of our e-Government and Transparency in Government initiatives implemented over the past several years the documentation provided on Novus Agenda will be extensive. The Smart Fusion budget summary, detailed personnel listings, capital outlay requests, budget memos, and a line item detail sheet for each budget account that includes detailed information on each item requested along with my red pen recommendations are all available with just one click.

Budget Review with the Board of Commissioners is scheduled to begin Monday, May 11, 2020 at 9:00am in meeting room 108 here at the Annex and may continue through Thursday, May 14, 2020 if needed.

I look forward to working with you on next year's proposed budget and invite you to contact me with any questions or concerns you may have.

William P. Wilson, Jr.

/kg

cc: Michelle Irizarry
Jinna L. Garrison
Miles Neville

SPALDING COUNTY

Recommended Fiscal Year 2021 Budget Revenue Summary

Revenue Category	FY 2020 Budget	FY 2021 Budget	Dollar Change	Percent Change
Fund Balance	\$ 3,176,677	\$ 3,401,432	\$ 224,755	7.08
Taxes	36,293,917	38,265,198	1,971,281	5.43
Licenses and Permits	500,500	536,100	35,600	7.11
Intergovernmental Revenue	1,173,500	1,197,500	24,000	2.05
Charges for Services	5,734,125	5,692,547	(41,578)	(0.73)
Fines and Forfeitures	1,978,500	1,754,500	(224,000)	(11.32)
Investment Income	10,400	45,000	34,600	100.00
Miscellaneous Revenues	2,199,266	2,116,430	(82,836)	(3.77)
Other Financing Sources	120,000	112,000	(8,000)	0.00
General Fund Totals	\$ 51,186,885	\$ 53,120,707	\$ 1,933,822	3.78
Fund Balance	\$ 380,938	\$ 221,989	\$ (158,949)	(41.73)
Taxes	6,541,412	6,895,178	353,766	5.41
Charges for Services	56,100	59,200	3,100	5.53
Fire District Fund Totals	\$ 6,978,450	\$ 7,176,367	\$ 197,917	2.84
Fund Balance	\$ -	\$ 275,000	\$ 275,000	0.00
Charges for Services	1,226,353	1,276,694	50,341	4.10
Other Financing Sources	386,251	272,235	(114,016)	(29.52)
E-911 Fund Totals	\$ 1,612,604	\$ 1,823,929	\$ 211,325	13.10
Fund Balance	\$ 3,146	\$ 194,781	\$ 191,635	6,091.39
Charges for Services	9,222,020	9,147,020	(75,000)	(0.81)
Investment Income	-	25,000	25,000	100.00
Water Fund Totals	\$ 9,225,166	\$ 9,366,801	\$ 141,635	1.54
Fund Balance	\$ 6,191,260	\$ 8,109,436	\$ 1,918,176	30.98
Taxes	5,525,300	5,233,900	(291,400)	(5.27)
Intergovernmental Revenue	551,533	1,277,476	725,943	131.62
Charges for Services	447,400	402,315	(45,085)	(10.08)
Fines and Forfeitures	530,000	515,000	(15,000)	(2.83)
Investment Income	121,250	211,750	90,500	74.64
Contributions & Donations	85,000	60,000	(25,000)	(29.41)
Other Financing Sources	2,281,724	2,404,091	122,367	5.36
Total Other Funds	\$ 15,733,467	\$ 18,213,968	\$ 2,480,501	15.77
Grand Total	\$ 84,736,572	\$ 89,701,772	\$ 4,965,200	5.86

SPALDING COUNTY
Recommended Fiscal Year 2021 Budget
Other Funds
Revenue Summary

Fiscal Year 2020

FUND	Fund Balance	Taxes	Intergovernmental Revenue	Charges for Services	Fines and Forfeitures	Investment Income	Contributions & Donations	Other Financing Sources	Other Funds Totals
205 Law Library	\$ 20,000	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ 85,000
210 Confiscated Assets	-	-	-	-	375,000	-	-	-	375,000
212 Victims of Crime Assistance 5% Fund	-	-	-	-	90,000	-	-	-	90,000
220 Community Service Block Grant	-	-	148,046	-	-	-	-	-	148,046
225 Senior Nutrition Program	-	-	403,487	-	-	-	85,000	22,479	510,966
244 CDBG Dundee Mill Village Phase I	-	-	-	-	-	-	-	-	-
260 Impact Fees Fund	2,072,400	-	-	447,400	-	-	-	-	2,519,800
275 Hotel/Motel Tax Fund	90,360	300,000	-	-	-	-	-	-	390,360
310 Capital Projects - 2008 SPLOST	2,350,000	-	-	-	-	-	-	-	2,350,000
315 Capital Projects - 2016 SPLOST	1,541,000	4,920,000	-	-	-	-	-	-	6,461,000
350 Capital Projects - General	117,500	-	-	-	-	-	-	20,000	137,500
405 Debt Service 2015 Airport Auth Bonds	-	-	-	-	-	-	-	368,863	368,863
415 Debt Service 2016 SPLOST	-	305,300	-	-	-	-	-	-	305,300
475 GMA Lease Pool Fund	-	-	-	-	-	121,250	-	1,002,250	1,123,500
620 Workers Compensation Trust Fund	-	-	-	-	-	-	-	868,132	868,132
Total Other Funds	\$ 6,191,260	\$ 5,525,300	\$ 551,533	\$ 447,400	\$ 530,000	\$ 121,250	\$ 85,000	\$ 2,281,724	\$ 15,733,467

Fiscal Year 2021

FUND	Fund Balance	Taxes	Intergovernmental Revenue	Charges for Services	Fines and Forfeitures	Investment Income	Contributions & Donations	Other Financing Sources	Other Funds Totals
205 Law Library	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
210 Confiscated Assets	-	-	-	-	350,000	-	-	-	350,000
212 Victims of Crime Assistance 5% Fund	-	-	-	-	90,000	-	-	-	90,000
220 Community Service Block Grant	-	-	148,050	-	-	-	-	-	148,050
225 Senior Nutrition Program	-	-	429,426	-	-	-	60,000	36,811	526,237
244 CDBG Dundee Mill Village Phase I	-	-	700,000	-	-	-	-	-	700,000
260 Impact Fees Fund	2,140,585	-	-	402,315	-	32,000	-	-	2,574,900
275 Hotel/Motel Tax Fund	50,000	292,000	-	-	-	-	-	-	342,000
310 Capital Projects - 2008 SPLOST	2,276,000	-	-	-	-	-	-	-	2,276,000
315 Capital Projects - 2016 SPLOST	3,505,351	1,809,649	-	-	-	50,000	-	-	5,365,000
350 Capital Projects - General	137,500	-	-	-	-	-	-	20,000	157,500
405 Debt Service 2015 Airport Auth Bonds	-	-	-	-	-	-	-	369,125	369,125
415 Debt Service 2016 SPLOST	-	3,132,251	-	-	-	-	-	-	3,132,251
475 GMA Lease Pool Fund	-	-	-	-	-	129,750	-	1,123,942	1,253,692
620 Workers Compensation Trust Fund	-	-	-	-	-	-	-	854,213	854,213
Total Other Funds	\$ 8,109,436	\$ 5,233,900	\$ 1,277,476	\$ 402,315	\$ 515,000	\$ 211,750	\$ 60,000	\$ 2,404,091	\$ 18,213,968

SPALDING COUNTY
VARIANCE BETWEEN FISCAL 2021 AND 2020 BUDGET

Fund	Variance
General Fund	
Fund Balance	increase
Taxes	increase-projected l.o.s.t. proceeds
Licenses and Permits	increase-building permits
Intergovernmental Revenue	increase-real estate transfer tax
Charges for Services	decrease-radio maintenance & recreation fees
Fines and Forfeitures	decrease-superior, state court & magistrate court fines and forfeitures
Investment Income	increase
Miscellaneous Revenues	decrease-correctional institution details
Other Financing Sources	decrease-unrestricted hotel motel tax fund transfers
Fire District Fund	
Fund Balance	decrease
Taxes	increase-fire insurance premium tax
Charges for Services	increase-fire protection services
E-911 Fund	
Fund Balance	increase
Charges for Services	increase-prepaid and nonprepaid wireless fees
Other Financing Sources	decrease-operating transfer from general fund
Water Fund	
Fund Balance	increase
Charges for Services	decrease-water tap fees
Investment Income	increase
Other Funds	
Fund Balance	increase-2016 projects fund
Taxes	decrease-2016 splost sales taxes going to debt service first, then to project accounts
Intergovernmental Revenue	increase-gtib grant and cdbg dundee mills phase 1 grant
Charges for Services	decrease-impact fees
Fines and Forfeitures	decrease-confiscated assets
Investment Income	increase
Contributions & Donations	decrease-sr nutrition program revenue
Other Financing Sources	increase-airport authority debt service

SPALDING COUNTY
Fiscal Year 2021 Budget Requests and Recommendation

DEPARTMENT	FY 2020 Budget	Requested FY 2021	Recommended FY 2021	Dollar Change	Percent Change
1300 Executive	\$ 441,582	\$ 475,690	\$ 475,690	\$ 34,108	7.72
1400 Elections/Voter Registration	305,621	380,977	314,487	8,866	2.90
1500 Administration	459,515	479,067	477,579	18,064	3.93
1510 Finance	158,194	160,222	160,222	2,028	1.28
1535 Information Systems	237,455	137,080	154,400	(83,055)	(34.98)
1540 Human Resources	216,315	227,741	227,741	11,426	5.28
1545 Tax Commissioner	1,061,615	1,167,647	1,167,267	105,652	9.95
1550 Tax Assessor	726,237	771,057	750,629	24,392	3.36
1566 Construction & Maintenance	496,749	516,282	506,044	9,295	1.87
1568 Janitorial Services	126,178	175,796	128,475	2,297	1.82
1590 General Appropriations	3,687,781	4,600,416	3,944,579	256,798	6.96
2150 Superior Court	241,000	241,000	241,000	-	0.00
2160 Griffin Judicial Circuit	346,190	403,866	403,866	57,676	16.66
2200 Clerk of Court	1,017,370	1,052,641	1,056,625	39,255	3.86
2250 District Attorney	534,007	536,221	536,221	2,214	0.41
2300 State Court	759,732	835,396	841,920	82,188	10.82
2325 Accountability Court	188,766	185,455	187,785	(981)	(0.52)
2350 Solicitor	457,928	514,949	472,708	14,780	3.23
2400 Magistrate Court	927,389	985,699	997,273	69,884	7.54
2450 Probate Court	276,344	282,645	282,737	6,393	2.31
2800 Public Defender Local	67,561	91,111	70,411	2,850	4.22
2810 Public Defender Circuit	404,605	450,585	450,585	45,980	11.36
3300 Sheriff Administration	1,310,008	1,348,650	1,353,734	43,726	3.34
3310 Sheriff Victim Services	90,883	82,292	84,692	(6,191)	(6.81)
3320 Warrant Division	1,260,860	1,307,491	1,304,100	43,240	3.43
3330 Criminal Investigation Division	1,505,195	1,514,545	1,510,611	5,416	0.36
3340 Uniform Patrol Division	3,768,537	4,232,872	3,922,434	153,897	4.08
3350 Jail	9,192,826	9,409,837	9,408,280	215,454	2.34
3390 Special Operations	1,161,973	1,218,381	1,206,748	44,775	3.85
3420 Correctional Institution	7,414,466	7,849,585	7,709,613	295,147	3.98
3460 Juvenile Probation	640,654	680,133	681,133	40,479	6.32
3700 Coroner	65,239	67,291	68,842	3,603	5.52
3850 800MHz Communication	725,654	721,891	722,341	(3,313)	(0.46)
3910 Animal Control	479,174	610,153	589,599	110,425	23.04
3920 Homeland Security	40,594	94,412	49,056	8,462	20.85
4000 Public Works	3,583,353	5,645,006	3,574,159	(9,194)	(0.26)
4520 Solid Waste	1,068,872	1,326,129	1,010,553	(58,319)	(5.46)
4600 Garage	436,969	501,313	384,164	(52,805)	(12.08)
5100 Health	451,079	441,409	432,409	(18,670)	(4.14)
5500 Welfare	33,000	33,000	33,000	-	0.00
6100 Recreation	1,145,571	1,688,702	1,191,413	45,842	4.00
6102 Senior Citizens Bus	33,342	33,621	33,621	279	0.84
6200 Parks	2,049,638	2,807,300	2,059,509	9,871	0.48
6500 Library	200,980	216,114	200,980	-	0.00
7130 Cooperative Extension Service	194,482	197,512	195,067	585	0.30
7220 Community Development	744,894	816,545	825,965	81,071	10.88
7450 Code Enforcement	150,508	195,073	153,107	2,599	1.73
7520 G/S Development Authority	300,000	567,333	567,333	267,333	89.11
Total General Fund	\$ 51,186,885	\$ 58,278,133	\$ 53,120,707	\$ 1,933,822	3.78
Fire District Fund	\$ 6,978,450	\$ 8,514,239	\$ 7,176,367	\$ 197,917	2.84
Emergency Telephone Fund	\$ 1,612,604	\$ 1,790,034	\$ 1,823,929	\$ 211,325	13.10
Water System Fund	\$ 9,225,166	\$ 9,496,002	\$ 9,366,801	\$ 141,635	1.54
All Other Funds	\$15,733,467	\$17,756,632	\$18,213,968	\$ 2,480,501	15.77
GRAND TOTAL	\$ 84,736,572	\$ 95,835,040	\$ 89,701,772	\$ 4,965,200	5.86

SPALDING COUNTY
Other Funds
Fiscal Year 2021 Budget Requests and Recommendations

FUND	Fiscal Year 2020 Budget	Requested for Fiscal Year 2021	Recommended for Fiscal Year 2021	Change Amount	Change %
205 Law Library	\$ 85,000	\$ 75,000	\$ 75,000	\$ (10,000)	(11.76)
210 Confiscated Assets	375,000	350,000	350,000	(25,000)	(6.67)
212 Victims of Crime Assistance 5% Fund	90,000	90,000	90,000	-	0.00
220 Community Service Block Grant	148,046	148,050	148,050	4	0.00
225 Senior Nutrition Program	510,966	568,901	526,237	15,271	2.99
244 CDBG Dundee Mill Village Phase I	-	700,000	700,000	700,000	100.00
260 Impact Fees Fund	2,519,800	2,574,900	2,574,900	55,100	2.19
275 Hotel/Motel Tax Fund	390,360	342,000	342,000	(48,360)	(12.39)
310 Capital Projects - 2008 SPLOST	2,350,000	2,276,000	2,276,000	(74,000)	(3.15)
315 Capital Projects - 2016 SPLOST	6,461,000	4,865,000	5,365,000	(1,096,000)	(16.96)
350 Capital Projects - General	137,500	157,500	157,500	20,000	14.55
405 Debt Service 2015 Airport Auth Bonds	368,863	369,125	369,125	262	0.07
415 Debt Service 2016 SPLOST	305,300	3,132,251	3,132,251	2,826,951	925.96
475 GMA Lease Pool Fund	1,123,500	1,253,692	1,253,692	130,192	11.59
620 Workers Compensation Trust Fund	868,132	854,213	854,213	(13,919)	(1.60)
Total Other Funds	\$ 15,733,467	\$ 17,756,632	\$ 18,213,968	\$ 2,480,501	15.77

SPALDING COUNTY
VARIANCE BETWEEN FISCAL 2021 AND 2020 BUDGET

DEPARTMENT	REASON FOR VARIANCE FROM PRIOR YEAR
1300 Executive	increase-2% COLA
1400 Elections/Voter Registration	increase-2% COLA
1500 Administration	increase-2% COLA
1510 Finance	increase-2% COLA
1535 Information Systems	decrease-computer software maintenance costed out to departments
1540 Human Resources	increase-2% COLA
1545 Tax Commissioner	increase-2% COLA; office remodel
1550 Tax Assessor	increase-2% COLA
1566 Construction & Maintenance	increase-2% COLA
1568 Janitorial Services	increase-2% COLA
1590 General Appropriations	increase-building maintenance, utilities; airport operations
2150 Superior Court	no change
2160 Griffin Judicial Circuit	increase-2% COLA; 5th circuit judge
2200 Clerk of Court	increase-2% COLA
2250 District Attorney	increase
2300 State Court	increase-2% COLA; court reporters fees; indigent defense
2325 Accountability Court	decrease-court contractual services
2350 Solicitor	increase-2% COLA
2400 Magistrate Court	increase-2% COLA; part-time position made full-time
2450 Probate Court	increase-2% COLA
2800 Public Defender Local	increase-utilities
2810 Public Defender Circuit	increase
3300 Sheriff Administration	increase-2% COLA; proficiency pay; education & training
3310 Sheriff Victims Assistance	increase-2% COLA; copier rental & maintenance to be paid from victims 5% fund
3320 Warrant Division	increase-2% COLA
3330 Criminal Investigation Division	increase-2% COLA
3340 Uniform Patrol Division	increase-2% COLA
3350 Jail	increase-2% COLA; medical services & food services contracts
3390 Special Operations	increase-2% COLA
3420 Correctional Institution	increase-2% COLA; medical services & food
3460 Juvenile Probation	increase-2% COLA; indigent defense
3700 Coroner	increase-deputy coroner investigation fees
3850 800 MHz Communications	decrease-departmental supplies; radio equipment lease purchase final year
3910 Animal Control	increase-2% COLA; other equipment maintenance
3920 Homeland Security	increase-training & travel
4000 Public Works	decrease
4520 Solid Waste	decrease-machinery & equipment
4600 Garage	decrease-machinery & equipment
5100 Health	decrease-building maintenance

**SPALDING COUNTY
VARIANCE BETWEEN FISCAL 2021 AND 2020 BUDGET**

DEPARTMENT	REASON FOR VARIANCE FROM PRIOR YEAR
5500 Welfare	no change
6100 Recreation	increase-2% COLA
6102 Senior Citizens Bus	decrease-workers comp classification rate decrease
6200 Parks	increase-2% COLA
6500 Library	no change
7130 Cooperative Extension Service	increase
7220 Community Development	increase-2% COLA; Charles Abbott contractual services
7450 Code Enforcement	increase-2% COLA
7520 G/S Development Authority	increase-funding 100% of requested budget
Total General Fund	
Fire District Fund	increase-2% COLA
Emergency Telephone Fund	increase-2% COLA; phone system refresh
Water System Fund	increase-2% COLA

**PUBLIC NOTICE
BUDGET HEARING**

The proposed Spalding County Budget for all funds for Fiscal Year 2021 has been submitted to the Board of Commissioners of Spalding County. The Board of Commissioners will hold a Public Budget Hearing on Monday, June 1, 2020 at 6:00 p.m. in the Meeting Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Room 108, Griffin, GA. All citizens are invited to attend and provide the Board of Commissioners with written or oral comments and ask questions concerning the County's proposed budget. The Budget Ordinance will be presented for first reading at the Commissioners' meeting on Monday, June 15, 2020 at 6:00 p.m. The proposed budget is available for public inspection from 9:00 a.m. to 5:00 p.m. Monday through Friday in the Commissioners' Office, Room 104, Courthouse Annex.

William P. Wilson, Jr.
County Manager

Rep: Crystal Holbert

DISPLAY AD TO RUN Thursday, May 14, 2020.

Received by_____

Date_____

5.11.2020 – 1500/523300

Approved



SPALDING COUNTY BOARD OF COMMISSIONERS CSBG FY2021 Budget

Requesting Agency

County Clerk

Requested Action

Consider approval of resolution to enter into contract with the Georgia Department of Human Services to provide funding for services through the Community Services Block Grant (CSBG) Program.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

Total funding provided by CSBG Grant for FY 2021 is \$174,485.00

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> CSBG FY2021 Budget Resolution	5/27/2020	Backup Material
<input type="checkbox"/> CSBG FY2021 Budget Narrative	5/27/2020	Backup Material
<input type="checkbox"/> FY 2021 Budget	5/27/2020	Backup Material

**FY'2021 CSBG RESOLUTION TO ENTER CONTRACT
SPALDING COUNTY AND THE
GEORGIA DEPARTMENT OF HUMAN SERVICES**

WHEREAS, the Spalding County Board of Commissioners desire to provide services to assist underprivileged families throughout the County of Spalding; and

WHEREAS, a project application plan has been prepared for submission to the Georgia Department of Human Services to provide funding for services made available through the Community Services Block Grant (CSBG) Program; and

WHEREAS, this plan includes proposed services relative to Education and Cognitive Development and Health and Social/Behavioral Development; and

WHEREAS, it is the intent of this Board to contract for said services under the Community Services Block Grant for Fiscal Year 2021;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Spalding County intends to enter into a contract with the Georgia Department of Human Services to provide CSBG Services within Spalding County for the period October 1, 2010 through September 30, 2021. Eligible services shall be made available through the provisions of the FFY'2021 CSBG Program.

Adopted at a regular meeting of the Spalding County Board of Commissioners held on this 1st day of June, 2020.

(County Seal)

Gwen Flowers-Taylor, Chairperson
Spalding County Board of Commissioners

Attest:

COUNTY CLERK

**SPALDING COUNTY
COMMUNITY SERVICES BLOCK GRANT (CSBG)
FY'21 BUDGET**

Each year, the Georgia Department of Human Services (DHS) allocates funding to Spalding County for the CSBG Program. For the FY'21 Program Year, which commences in October 2020, the total amount of funds available is \$174,485.00. This represents nearly an 18% increase in the amount of funding received for FY'20.

A CSBG application will be prepared for the use of these funds. The budget must be approved by the Spalding County Board of Commissioners during its regular session. A resolution to enter into contract with DHS must also be approved.

A budget has been prepared for the FY'21 Program Year and is attached hereto. Those services that will be provided during FY'21 are the same as the current year and includes the Education and Cognitive Development Program which provides tutoring services to underprivileged youth for an afterschool program and summer program. A Health and Social/Behavioral Development Program that includes a Senior Nutrition Program providing home delivered meals to home bound seniors or needy clients. A Youth Nutrition Program will also fall under this category and will provide weekend meals to students during the school year. Other funds will be utilized for program administrative costs, training and software licensing fees.

FY'21 SPALDING COUNTY REVISED CSBG BUDGET

Program/Service	Original Budget Amount
SALVATION ARMY	
<i>Educational and Cognitive Development</i>	
Tutoring/Other Child Education Support	
After-School Tutoring	
Total	\$ 22,400.00
Summer Tutoring Program	
Total	\$ 15,112.00
Administrative Costs - Ed and Cogn Dev. Program	
Training and Software	\$ 4,200.00
TRRC Grant Admin	\$ 13,086.50
	\$ 17,286.50
GRAND TOTAL FOR EDUCATION/COG DEV	\$ 54,798.50
SPALDING COUNTY SENIOR NUTRITION PRG	
<i>Health and Social/Behavioral Development</i>	
Senior Nutrition Program	
Home Delivered Meals	\$ 66,000.00
Delivery Equipment and Equipment Upgrades	\$ 16,400.00
Total	\$ 82,400.00
SPALDING COUNTY COLLABORATIVE	
Youth Nutrition Program	
Youth Back-Pack Meal Program	\$ 20,000.00
Total	\$ 20,000.00
Administrative Costs - Health and Soc/Behav Prg	
Training and Software	\$ 4,200.00
TRRC Grant Admin	\$ 13,086.50
	\$ 17,286.50
GRAND TOTAL FOR NUTRITION PRG	\$ 119,686.50
TRRC ADMINISTRATIVE FEES	\$ 26,173.00
PROGRAM TOTALS	\$ 148,312.00
GRAND TOTAL	\$ 174,485.00



SPALDING COUNTY BOARD OF COMMISSIONERS Inmate Calling Solutions Contract

Requesting Agency

County Clerk

Requested Action

Consider approval of Inmate Telephone and Commissary Services agreement with Inmate Calling Solutions, LLC. for the Spalding CI.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

Current vendor was purchased and this is a new contract with the new entity.

Increased commission and increased technology fee paid per year.

This is the company that installed the new inmate email system and provided funding for educational materials for the inmates.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Contract with ICSolutions	5/29/2020	Backup Material

INMATE TELEPHONE & COMMISSARY SERVICES AGREEMENT

This Inmate Telephone and Commissary Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Spalding County, GA** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, the parties executed that certain Inmate Telephone & Commissary Services Agreement dated June 1, 2018 (the "Prior Agreement"); and

WHEREAS, under the Prior Agreement, ICS' provision of Commissary services was through its affiliate, Keefe Commissary Network, LLC ("KCN"), which services shall continue hereunder.

NOW, THEREFORE, intending to be bound, the parties agree as follows:

1. **Term of Contract.** This Agreement shall be effective as of June 1, 2020 (the "Effective Date") and shall remain in force and effect for three (3) years from the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder and return such Equipment to ICS.
2. **Equipment.** This Agreement includes the provision of Equipment by ICS either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B of the Prior Agreement with any refinements set forth on Exhibit B, attached hereto. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted. County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
3. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
4. **Call Rates.** ICS shall provide calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
5. **Operation of Commissary.** ICS shall, or shall cause its affiliate to: i) download all inmate orders for commissary items; ii) bag, box, and ship such commissary items to the County for distribution to the inmates and iii) bill County monthly or more frequently for all such purchases. In addition, ICS shall, or shall cause its affiliate to, keep the computer systems updated with complete information as to commissary items available, pricing, and other terms and conditions of sale. Product selection and pricing will be agreed upon by the parties. Menu selection shall be reviewed as needed, and no less

than annually. All changes must be approved by County. Any price adjustments shall be made at least yearly on the contract anniversary date with prior approval of County.

6. **Deposit Services.** This agreement shall include ICS' affiliate KEEFE'S Access Corrections® Deposit Services. ICS will, or will cause its affiliate to, facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. County shall provide power and network connectivity for the kiosk. ICS will guarantee all deposits and ACH moneys to a designated County bank account nightly. No fees for this service will be borne by County.
7. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment at the Service Locations. Except as expressly provided hereunder, no Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls or commissary sales.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for telephone-related services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

8. **County shall:**

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication and commissary services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.

- g. Permit access by ICS to County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
 - h. Pay all invoices as and when due in accordance with their terms, subject only to any bona fide dispute regarding such invoices (commissary invoices shall be paid from the inmate trust account on a 'net 30 days' basis).
 - i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement, together with Exhibits A through D, constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

16. **Law and Venue.** The domestic law of the State of Georgia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Spalding County of Georgia.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.

- 22. Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, “Confidential Information”) of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, “Use”) the runtime versions of the Enforcer® software and the Keefe Commissary Network software in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the services hereunder are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the applicable software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.

b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.

c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Spalding County Board of Commissioners

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Spalding County Board of Commissioners
119 East Solomon Street,
Griffin, GA 30223

Service Locations:

<u>Location Name</u>	<u>Address</u>
Spalding County Correctional Institution	295 Justice Blvd. Griffin, GA 30223

Equipment to be shipped to:

Spalding County Correctional Institution
295 Justice Blvd.
Griffin, GA 30223

Commissions to be paid to:

Spalding County Board of Commissioners
119 East Solomon Street
Griffin, GA 30223

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Exhibit B – Equipment

Telephone Service-related and Commissary-related Equipment/Systems remain as set forth in the Prior Agreement and ICS shall refresh and refurbish such Equipment as needed.

In addition, ICS shall cause KCN to add two employees at County's Service Location at a flat rate not to exceed \$150 per week per employee.

Exhibit C – Call Rates

The following rates apply to calls from all Service Locations:

Collect Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16

Debit & Prepaid Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16
International	\$1.00	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees:

<i>Payment Processing Fee (Live agent).....</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR or Internet).....</i>	<i>\$3.00</i>
<i>Direct Billing Statement Fee.....</i>	<i>\$2.00</i>

Exhibit D – Commissions

Telephone Services:

ICS shall pay to County a Commission of 69% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay County 50% of any service fees collected for inmate voice mail. In addition, ICS shall make available to County a technology reimbursement fund in the amount of \$12,000, which County may draw upon as needed.

Commissary Services:

ICS shall pay to County a Commission of 36% of the adjusted gross sales (gross sales less non-commissioned items listed below) for all commissary sales from County's Service Locations.

Noncommissioned Items

Stamped envelopes
Postage stamps
Indigent Kits
Admission Kits
On-site, special commissary item sales sold by County

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.



SPALDING COUNTY BOARD OF COMMISSIONERS IGA - JAG Grant

Requesting Agency

County Clerk

Requested Action

Consider approval of an Intergovernmental Agreement between Spalding County and the City of Griffin for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

\$20,148.00 in funding available to the COG.

Spalding County did not apply for JAG Grant in 2019.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> IGA - JAG Grant	5/27/2020	Backup Material

INTERGOVERNMENTAL AGREEMENT

between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 1st day of June, 2020 between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the “City”) and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the “County”) (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the “Parties”) is for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as the “JAG Program”), codified in 42 U.S.C. § 3751(a), and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, this agreement is made under the authority of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the City, as applicant and fiscal agent, submitted an application for the aggregate eligible allocation to all disparate municipalities for the FY 2019 JAG Program. City of Griffin will receive \$20,148. Spalding County was entitled to receive \$12,719, but did not apply for the FY 2019 JAG program; and

WHEREAS, the City desires to receive FY 2019 JAG Program funding in accordance with the terms and conditions of the grant application and award; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing Parties for the services under this agreement;

WHEREAS, the Parties believe it to be in their best interests to allocate the JAG Program funds as mentioned above;

NOW THEREFORE, the Parties agree to the following:

SECTION I

This Agreement shall be effective as of the date aforementioned and extend through June 30, 2022, or until grant funds are exhausted, unless earlier terminated in accordance with Section VII of this agreement or modified as provided in Section XVI.

SECTION II

The City agrees to use JAG Program funds for purposes authorized under the grant, to provide data that measures the results of its work, and to provide consistent communication with the County.

SECTION III

City agrees to use \$20,148 from Byrne Grant JAG Award 2019-DJ-BX-0511 for the 2019 Griffin Police Department Law Enforcement Program until September 2022.

SECTION IV

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the Parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties which accrued prior to such termination.

SECTION V

Nothing in the performance of this Agreement shall impose any liability for claims against Spalding County other than claims for which liability may be imposed pursuant to Georgia law.

SECTION VI

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Griffin other than claims for which liability may be imposed pursuant to Georgia law.

SECTION VII

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION VIII

Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

SECTION IX

This Agreement shall be construed according to the laws of the State of Georgia. Any action regarding this Agreement or work performed under this Agreement shall be filed in Spalding County or in the Northern District of Georgia, United States District Court.

SECTION X

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

SECTION XI

Each party shall have access to the books, documents, and other records of the other that are related to this Agreement and the FY 2019 JAG Program for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents, and other records related to this Agreement and the FY 2019 JAG Program shall be maintained as long as stipulated in the Grant or by federal law, whichever is longer.

SECTION XII

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

SECTION XIII

This Agreement may be modified by mutual consent of the Parties. Any modification of provisions of this Agreement shall be reduced to writing and signed by the Parties.

SECTION XIV

This Agreement constitutes the entire Agreement between the Parties. This Agreement may be modified or amended only by the written Agreement of the Parties.

SECTION XV

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: _____
Gwen Flowers-Taylor, Chairperson

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
William P. Wilson, Jr.
County Clerk

Approved as to form:

By: _____
Beck, Owen & Murray,
County Attorney

Attest: _____
Kenny L. Smith
City Clerk

Approved as to form:

By: _____
Andrew J. Whalen, III,
City Attorney



SPALDING COUNTY BOARD OF COMMISSIONERS Indigent Defense Contract for State and Juvenile Court

Requesting Agency

County Clerk

Requested Action

Consider bids for the provision of indigent defense services for the State and Juvenile Courts of Spalding County.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Selection of legal firm to provide Indigent Defense Services for Spalding County State and Juvenile Court will be on the June 1 agenda for consideration.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Bid Chart	5/26/2020	Backup Material
<input type="checkbox"/> Sullivan & Ogletree proposal	5/26/2020	Backup Material
<input type="checkbox"/> Kidd Cato Eaton & Roquemore proposal	5/26/2020	Backup Material
<input type="checkbox"/> Bradley D. Moody response	5/26/2020	Backup Material
<input type="checkbox"/> The Jewkes Frim, LLC response	5/26/2020	Backup Material
<input type="checkbox"/> Second issued RFP	5/26/2020	Backup Material

BID CHART

ITEM: Indigent Defense in the State and Juvenile Courts of Spalding County

BID DEADLINE: 05/22/2020 2:00 PM

BIDDERS	Sullivan & Ogletree, PC	Kidd, Cato, Easom & Roquemore, Attorney's -at- Law	Bradley D. Moody, Attorney - at - Law	The Jewkes Firm, LLC
FY 2021	\$ 380,000 State \$ 221,000 Juvenile	\$ 322,720 State \$ 138,080 Juvenile	\$350,000 total State and Juvenile	\$ 489,000 total State and Juvenile
FY 2022	\$ 380,000 State \$ 221,000 Juvenile	\$ 322,720 State \$ 138,080 Juvenile	\$350,000 total State and Juvenile	\$ 489,000 total State and Juvenile
FY 2023	\$ 380,000 State \$ 221,000 Juvenile	\$ 322,720 State \$ 138,080 Juvenile	\$350,000 total State and Juvenile	\$ 489,000 total State and Juvenile
THREE YEAR BID TOATAL	\$ 1,803,000	\$ 1,382,400	\$ 1,050,000	\$ 1,467,000

BIDS ARE IN REVIEW

BIDS ARE IN REVIEW

LAW OFFICES
SULLIVAN & OGLETREE, P.C.
743 SOUTH HILL STREET
GRIFFIN, GEORGIA 30224

MICHELE W. OGLETREE
SAMUEL H. SULLIVAN

TELEPHONE: 770-227-8806
FACSIMILE: 770-227-5844
EMAIL: ssopc@bellsouth.net

May 20, 2020

VIA HAND-DELIVERY AND REGULAR MAIL

Mr. William Wilson
County Manager
Post Office Box 1087
Griffin, Ga. 30224

Re: 2nd Cover Letter for Submission of 2nd RFP for Indigent Defense in the
State and Juvenile Courts of Spalding County

Dear William:

By cover dated April 15, 2020, this law firm responded to the initial Request for Proposal published by Spalding County. By Motion presented by James Dutton, the County has directed you to re-publish the RFP and to accept additional sealed bids regarding the two (2) subject contracts. Our law firm stands by our prior submission dated April 15, 2020, (which was proper in all respects for consideration) and incorporate by reference our prior response, with the additions included below.

This response is made with the specific reservation of all legal rights to contest in the future the validity and legality of the County re-issuing the RFP and requesting additional sealed bids. This action by the commission was made subsequent to the unsealing of the previous bids submitted in response to proper publication of the initial RFP, (as you are aware, our RFP response and bid were made public when published with the agenda on the Spalding County website prior to the May 4, 2020 commission meeting). It is specifically our contention that the legality of this action on the part of Spalding County is extremely questionable. As you are aware, our sealed bid has now been unsealed, and is public information available now for any other potential bidders to review and utilize, thus leaving our law firm at a distinct disadvantage in the bidding process. Upon reason and belief, it is interesting to note that no objection to the RFP was made when initially published and no objections were made during the term of publication. Objection was made only after the sealed bids were unsealed and the information was made public. The reason and excuse offered for re-issuance of the RFP is both specious and illogical. Mr. Dutton stated on the record that because the RFP was issued during the time of the Covid 19 virus, the bidding should be re-opened. This reasoning ignores the realistic fact that during the past two (2) months, our Supreme Court has closed all Courts in Georgia and suspended all litigation and legal proceedings, which created an abundance of available time for any attorney or law firm to prepare and respond to the RFP, just as we and the law firm of Kidd & Eason did.

Mr. William Wilson
County Manager
May 20, 2020
Page Two (2)

In regards to a response for the 2nd RFP, our only change is in regards to a request by the Commission that we incorporate a "client satisfaction survey" into our program for clients to complete at various stages of representation. Following the commission meeting of May 4, 2020, we had concerns regarding the potential violations of attorney/client communications as well as other State Bar standards dealing with confidentiality. In that regard, we contacted the State Bar of Georgia for an advisory opinion regarding "client satisfaction surveys". On May 6, 2020, Jenny Mittelman, Deputy General Counsel with the State Bar of Georgia, offered the response that implementation of such surveys could very well be in violation of Georgia Rule of Professional Conduct 1.6, as well as other Standards and Canons, and she has strongly advised against same. Therefore, we do not believe that we can ethically provide client satisfaction surveys to the commission for review without violating State Bar Rules and Ethical Canons.

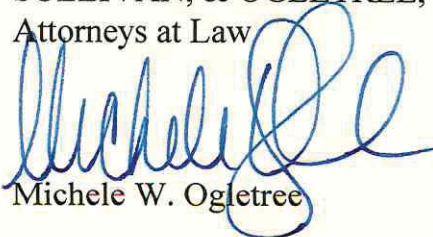
Another concern recently expressed by the Commission is the number of lawyers assigned to the programs on a full-time and part-time basis. In that regard, currently there are four (4) attorneys dedicated exclusively to performing under the contracts, and one (1) attorney part-time and this staffing will remain in place under the new contracts.

In closing, we incorporate and re-assert our prior response to the initial RFP. Should an additional response, and/or additional information or documentation be necessary, please contact Sam or I and we will supply same instant.

Thanking you and the Commission's consideration in this regard, we remain

Sincerely,

SULLIVAN, & OGLETREE, PC
Attorneys at Law



Michele W. Ogletree

SHS/cp

LAW OFFICES
SULLIVAN & OGLETREE, P.C.
743 SOUTH HILL STREET
GRIFFIN, GEORGIA 30224

MICHELE W. OGLETREE
SAMUEL H. SULLIVAN

TELEPHONE: 770-227-8806
FACSIMILE: 770-227-5844
EMAIL: ssopc@bellsouth.net

April 15, 2020

VIA HAND-DELIVERY AND REGULAR MAIL

Mr. William Wilson
County Manager
Post Office Box 1087
Griffin, Ga. 30224

Re: Cover Letter for Submission of Sealed Proposal for Indigent Defense
in the State and Juvenile Court of Spalding County

Dear William:

Please find enclosed our "Sealed Proposal for Indigent Defense in the State and Juvenile Court of Spalding County". Also, please allow this letter to serve as a supplement in addressing several items in the RFP Conditions and Specifications. This supplement should answer any questions the County Commissioners have for items of information requested, but which fall outside of and not contained within the actual proposal. You will note that we are providing two (2) originals by hand-delivery as well as two (2) originals by U. S. Mail to Terri Bass, (Purchasing), as agent for Spalding County Board of Commissioners as well as Spalding County.

CONDITIONS

Condition No. 13(d): The main physical office location for the provision of Indigent Defense is located within the City of Griffin at 743 South Hill St., Griffin, Georgia.

Condition No. 16: The three (3) references in the legal field who have the most knowledge regarding Contractors are as follows:

Griffin E. Howell, III
Judge, Municipal Court of Griffin
P. O. Box 2271
Griffin, Georgia 30224
(770)227-0110

(Cont. of Cond. 16)

Tammy M. Griner
Special Assistant Attorney General
P. O. Box 319
Griffin, Georgia 30224
(770)567-5507

Patrick M. Shepherd
Solicitor General
P. O. Box 648
Griffin, Georgia 30224
(770)467-4350

- a & b. The principal owners under this proposal are Samuel H. Sullivan and Michele W. Ogletree, 743 South Hill St., Griffin, Georgia.
- c. All attorneys identified and performing under this contract are experienced in criminal law as well as juvenile law.
- d. Sullivan & Ogletree currently serve as Public Defender for the Municipal Court of Griffin and have since 2003. This arrangement provides for continuity in legal representation for indigent individuals in the Griffin/Spalding County area. An indigent individual originally charged in City Court who elects to have his/her case bound up to State Court would retain the same attorneys in State Court without the necessity of appointment of new counsel. We accept the clients indigent status for City Court if the case is bound up to State Court which prevents the necessity of the client having to complete additional applications and paper work.
In addition, Samuel H. Sullivan served for approximately five (5) years as defense counsel for the Griffin/Spalding County Board of Education under their workers'

compensation department. This employment ended in approximately 2016, at about the time Mr. Sullivan ceased all civil practice.

Condition No. 17: There are no pending lawsuits involving any attorney performing under this contract.

Condition No. 18: All personnel operating under this contract are of good and fit moral character and are sui juris. Currently, there are a total of six (6) staff persons performing under this contract which is sufficient and adequate.

SPECIFICATIONS

Specification No. 2: As shown in the resumes submitted, four (4) of the five (5) attorneys performing under the contract, are all members in good standing with the State Bar of Georgia as well as the Georgia Supreme Court and Court of Appeals. The one exception is Sydney Tucker who will complete her law degree this May and is currently practicing under the "Third year practice Act". Ms. Tucker was sworn-in to practice by Judge Josh Thacker on July 10, 2019. Upon completion of law school and passing of the State Bar Exam, Ms. Tucker will immediately be sworn-in to practice law in the State of Georgia, including the Supreme Court and Court of Appeals. All attorneys are competent to practice criminal law, as well as juvenile law.

Specification No. 6: There will be three (3) attorneys with the law firm of Sullivan & Ogletree responsible for representation in the State Court of Spalding County.

There will be two (2) additional attorneys who are unaffiliated with Sullivan & Ogletree who will serve as counsel in Juvenile Court matters, in addition to at least one (1) attorney from Sullivan & Ogletree serving as counsel in Juvenile Court.

Mr. William Wilson
County Manager
April 15, 2020
Page Four (4)

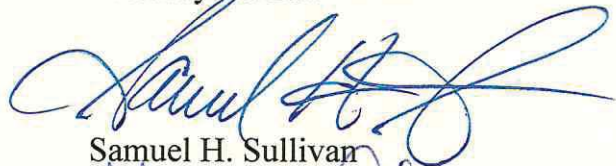
Addendum 1.2: Contractors will provide each client represented with a Customer Satisfaction Survey for their completion which will be provided to the Board of Commissioners semi-annually. Pursuant to State Bar of Georgia regulations, such surveys cannot reveal the identity of the client.

In closing, our firm has strived to provide all pertinent and relevant information to Spalding County in order to assist the Commissioners in making this very important decision. If additional information or documentation is needed, please contact me or Michele and we will provide same instant.

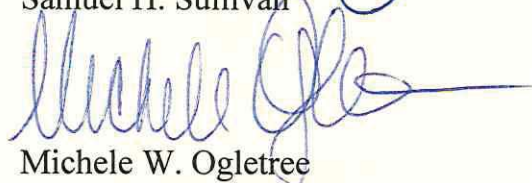
Thanking you in advance for your consideration in this regard, we remain

Sincerely,

SULLIVAN, & OGLETREE, PC
Attorneys at Law



Samuel H. Sullivan



Michele W. Ogletree

SHS/cp
enclosure

cc: Spalding County Commission Members
Ms. Terri Bass, Purchasing Dept.



SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

**For
Indigent Defense in State and Juvenile Court of Spalding County**

ISSUE DATE: MARCH 20, 2020

BID DUE DATE: Friday, April 17, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Friday, April 3, 2020 at 5:00 PM (EST).

All spaces below are to be filled in and the BID FORM **must** be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: SULLIVAN & OGLETREE, P.C.
Contact Name: Samuel H. Sullivan
Address: 743 SOUTH HILL ST., GRIFFIN, GA 30224
Telephone: 770-227-8806
Fax: 770-227-5844
Email: ssoppc@bellsouth.net

INDEX OF ATTACHMENTS FOR GENERAL CONDITIONS SECTION

- | | |
|--|--|
| Condition No. 9 Attachment: | “Affidavit of Acknowledgment and Non-Collusion”. |
| Condition No. 13 Attachment: | Declaration Pages for Professional Liability, Workers Compensation and General Liability Insurance. |
| Condition No. 16 Attachment: | Resumes of all attorneys performing under this program are attached. In addition, a list of three (3) references in the legal field is attached. |
| Condition No. 24 Attachment: | “Affidavit of Certifications and Warranties”. |
| “Contractor Affidavit & Agreement Pursuant to O.C.G.A. § 13-10-91(b)(1)” | To be furnished upon acceptance of the Bid. |

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF GEORGIA

COUNTY OF SPALDING

Personally, appeared before me, the undersigned, MICHELE W OGLETREE
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this 15th day of APRIL, 2020.

BY:

Michele Ogletree
Printed Name: MICHELE W. OGLETREE
Title: MANAGING PARTNER
Contractor: SULLIVAN & OGLETREE, P.C.
Address: 743 SOUTH HILL ST.
GRIFFIN, GA 30224
Phone: 770-227-8806
Email: SSOPC@bellsouth.net

Sworn to and subscribed before me
this 15th day of APRIL, 2020.

Amey Spay
Notary Public

My commission expires:

Notary Public, Spalding County, Georgia
My Comm. Expires 05/14/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2020**PRODUCER**Insurance Specialists, Inc.
2731 Depot Road
Beaufort, SC 29902THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURED**Sullivan & Ogletree, P.C.
743 South Hill Street
Griffin, GA 30224**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Berkley Insurance Company

A

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	<input checked="" type="checkbox"/>	OTHER Lawyer's Professional Liability	PLP-1468307-P5	2/1/2020	2/1/2021	Per Claim	\$1,000,000.00
						Aggregate	\$2,000,000.00
						Deductible	\$5,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\$2,000,000 Aggregate Limit effective 4/1/2020

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

POLICY NUMBER
WC 9040330

PREVIOUS POLICY NUMBER
WC 9040330

SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST

900 E. 96TH STREET, INDIANAPOLIS, IN 46240

INFORMATION PAGE

NCCI COMPANY NO. 20583

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ITEM 1. NAME OF INSURED & MAILING ADDRESS	PRODUCER'S NAME AND MAILING ADDRESS
SULLIVAN & OGLETREE, P.C. 743 S HILL ST GRIFFIN, GA 30224-4830	SNIDER KILLINGSWORTH INSURANCE AGENCY 325 S HILL ST GRIFFIN, GA 30224-4223

INSURED IS: CORPORATION FED ID NO. 582618111 AGENT NUMBER: 31-00-09195-00000

ITEM 2. POLICY PERIOD The Policy Period is from **FEBRUARY 15, 2020** To **FEBRUARY 15, 2021**
12 01 A.M. standard time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation law of the states listed here.
GA

B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily Injury By Accident	\$1,000,000	each accident
Bodily Injury By Disease	\$1,000,000	each employee
Bodily Injury By Disease	\$1,000,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here
ALL STATES EXCEPT ND, OH, WA & WY.

ITEM 4. PREMIUM: The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit

CLASSIFICATION	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE ATTACHED SCHEDULE(S)				
EXPENSE CONSTANT	0900			160
TERRORISM - GA \$.015	9740			17
CATASTROPHE - GA \$.030	9741			35
GIIP ASSESSMENT (0.00%)	9690			NONE

Minimum Premium \$198 Total Estimated Cost \$636

If indicated below, interim adjustments of premium shall be made:

☐ Semi-Annually ☐ Quarterly ☐ Monthly Deposit Premium \$636

This policy includes these endorsements and schedules: **REFER TO WC-52**

D/B - 1 - 012594581

Issue Date: **JANUARY 3, 2020** Issuing Office: **SOUTHERN REGION**

Form-64 (07/08)

Copyright 1987 National Council on Compensation Insurance.

Authorized Representative

AGENT'S COPY

Previous Policy Number
S 2254315

Policy Number
S 2254315

BUSINESSOWNERS COVERAGE DECLARATIONS

Policy Effective Date: FEBRUARY 1, 2020

Coverage Effective Date: FEBRUARY 1, 2020

Named Insured is: CORPORATION

Business of Named Insured: ATTORNEY

DESCRIPTION OF PREMISES

Prem. Bldg. Location Occupancy
No. No.

Refer to "Schedule of Locations"

In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide insurance for those coverages for which a specific limit is shown in the following coverage schedule

COVERAGE SCHEDULE

Prem. No.	Bldg. No.	Property		Blanket Insurance	Deductible	Valuation	Automatic Increase In Insurance
		Coverage	Limit of Insurance				
1	1	BUILDING	\$849,890	NONE	\$2,500	RC	4%
1	1	BUSINESS PERSONAL PROPERTY	\$137,203	NONE	\$2,500	RC	N/A

LIABILITY AND MEDICAL PAYMENTS

Liability and Medical Expenses Limit \$2,000,000
Medical Expenses Limit - Per Person \$10,000

General Aggregate Limit \$4,000,000
Product Aggregate Limit \$4,000,000

Forms and Endorsements:

Premium Amount
\$2,366.00

Refer to "Commercial Policy Forms and Endorsement Schedule"

BP 71 19 09 19

INSURED'S COPY

000007S 2254315840



MICHELE WUNDERLICH OGLETREE

743 South Hill Street

Griffin, Georgia 30224

770-227-8806

EDUCATION

UNIVERSITY OF GEORGIA SCHOOL OF LAW

Athens, Georgia

Juris Doctor, May 1994

CORNELL UNIVERSITY

Ithaca, New York

Bachelor of Arts, Government, May 1991

PROFESSIONAL ASSOCIATIONS

Member, Georgia Bar Association, since 1994

Member, Supreme Court of Georgia, since 1994

Member, Court of Appeals of Georgia, since 1994

Member, United State District Court for the Northern District of Georgia, since 1998

EXPERIENCE

SULLIVAN & OGLETREE, P.C.

Griffin, Georgia

Attorney - February 1999 to present

Criminal Defense, Family Law, Guardian ad Litem, and Juvenile Court practice. I have represented indigent parents in Juvenile Court in DFCS related matters for over 20 years, reviewed transcripts, and prepared appellate briefs. I have represented indigent criminal defendants in State Court for over 20 years. Prior to the creation of the State of Georgia Public Defenders's Office, I represented indigent criminal defendants in Superior Court, reviewed trial transcripts, and drafted numerous appellate briefs. Prior to the creation of the State of Georgia Public Defender's Office, I represented indigent juveniles charged with delinquent action in Juvenile Court, reviewed transcripts, and drafter appellate briefs. I represent individuals in all types of family law related cases, including hearings and trial work. I represent children in Superior Court family law cases as a Guardian ad Litem. I draft civil and criminal pleadings. I have been a certified mediator through the State of Georgia for general civil and domestic cases for 20 years.

MULLINS, WHALEN & SULLIVAN

Griffin, Georgia

Attorney - October 1998 to February 1999

Criminal Defense and Family Law practice. Draft civil and criminal pleadings. Civil hearings and depositions. Prepare cases for litigation. Prepare clients for depositions and trials. Interview clients and witnesses.

LAW OFFICE OF CHRISTOPHER C. EDWARDS, P.C.

Griffin, Georgia

Attorney - May 1996 to October 1998

Personal Injury/ Wrongful Death practice. Draft civil pleadings. Civil hearings and depositions. Prepare cases for litigation. Prepare clients for depositions and trials. Interview clients and witnesses.

PRISONER LEGAL COUNSELING PROJECT

Jackson, Georgia

Attorney - July 1994 to April 1996

Supervise and manage branch office. Responsible for inmate contact from two prisons, one boot camp, one county camp, and one transitional center. Answer legal inquiries from Georgia state inmates. Review trial and guilty plea transcripts for possible habeas corpus actions. Draft criminal and civil pleadings. Represent inmates in uncontested divorce petitions. Review sentence computation issues and pursue necessary corrections. Investigate prisoner inquiries concerning appeal status, parole board decisions, and detainees. Research criminal and civil issues. Conduct personal interviews with inmates.

SAMUEL H. SULLIVAN

743 South Hill Street

Griffin, Georgia 30224

770-227-8806

EDUCATION

JOHN MARSHALL LAW SCHOOL

Atlanta, Georgia

Juris Doctor, February 1987

AUBURN UNIVERSITY

Auburn, Alabama

Bachelor of Science, Agribusiness, December 1983

PROFESSIONAL ASSOCIATIONS

Member, United States Supreme Court, 1997

Member, United States District Court for the Northern District of Georgia, 1990

Member, United States District Court for the Middle District of Georgia, 1995

Member, Supreme Court of Georgia, 1987

Member, Court of Appeals of Georgia, 1987

Member, Georgia Bar Association, 1987

EXPERIENCE

SULLIVAN & OGLETREE, P.C.

Griffin, Georgia

Attorney - February 1999 to present

Since 2017, my law practice has been dedicated exclusively to the representation of criminal indigent defendants in the State Court of Spalding County, Georgia. Prior to that time, I served as the part-time Spalding State Court Public Defender from approximately 1989 to present. From year 2000 to January 2005, I also served as the Public Defender for Spalding County, Georgia regarding all criminal matters in Spalding County, Georgia.

MULLINS, WHALEN & SULLIVAN

Griffin, Georgia

Attorney - July 1986 to October 1998

Part-time Public Defender for the Spalding County State Court. Also, practiced civil litigation in the areas of Personal Injury (Plaintiff and Defense), and Workers Compensation (Claimant and Defense). Also, practiced governmental defense in Federal Court under Title 11 of the United States Code, (excessive use of force matters).

Graduated Atlanta Law School, Atlanta, Georgia, May 1993.

Admitted to Georgia Bar November 1, 1993 and currently a member in good standing,

Maintained a Private, general practice in Zebulon, Georgia, from January 1, 1994 to December 31, 2018. My practice included Personal Injury Law, Criminal Law and Family Law. I specialized in adoptions, divorce, and custody matters in both Superior and Juvenile Courts of Georgia.

Served as Administrator of the Pike County, Georgia, Indigent Defense Committee, from 1995 until 2005, when the state wide Public Defender Office was established. Duties included daily administration of public defender matters, attorney assignments, and applying for grants from the State of Georgia to expand those services.

Serve as Guardian Ad Litem in Pike County Juvenile Court, 1994, to present, representing children in State care in all aspects of deprivation/dependency proceedings.

Serve as Guardian Ad Litem in Pike County Probate Court, 1994 to present, representing incapacitated adults in probate proceedings.

Serve as Guardian Ad Litem in Spalding County Juvenile Court, 2005 to present, representing children in State care in all aspects of Juvenile Court deprivation/dependency proceedings.

Serve as Guardian Ad Litem in Griffin Judicial Circuit Superior Court divorce and custody matters since 2005, by special appointment of the Courts.

I can be reached by cell phone at (770) 468-1398 or email via charlesboneill@att.net

References provided upon request.

Natalie Sundeen

P.O. Box 413
Jackson, GA 30233

770- 375-6063
nataliesundeen@gmail.com

EDUCATION

Legal **Mercer University, Walter F. George School of Law, Macon, Georgia**
Juris Doctor, May 2012
Cum Laude Graduate
Bar Number: 251602

College **University of Georgia, Athens, Georgia**
Bachelor of Arts in English Literature, May 2009
G.P.A.: 3.67

EMPLOYMENT

Law Related **Juvenile Conflict Attorney, Upon and Pike Counties** 2017-Present
Represent Parents who qualify for Conflict defender services under the State of Georgia guidelines.

Municipal Court Judge, Cities of Jackson and Jenkinsburg
January 2017- Present

President of the Towaliga Judicial Circuit, 2014-2015

Mercer Law School, Director of Continuing Legal Education
July 2014 – Present. Teach, host, design and coordinate Continuing Education programs throughout middle Georgia.

Public Defender, Locust Grove Municipal Court January 2015- Present
Represent Indigent Defendants who qualify for court appointed counsel and are being prosecuted in the Locust Grove Municipal Court.

Juvenile Conflict Attorney, Towaliga Circuit 2013-Present
Represent Juveniles, and/or parents who qualify for Conflict defender services under the State of Georgia guidelines.

Mercer Law School, Assistant Director of Admissions & Enrollment Management Specialist, Macon, GA September 2012- July 2014
Oversaw Admissions Procedures, Counseled Incoming Students, Managed Historical and Present Data to Predict Enrollment Outcomes, Organized Marketing and Recruiting Events on behalf of the Admissions Office.

Sydney Tucker

1523 Wood Creek Road Williamson, GA 30292

Phone: (478) 550-4671 E-Mail: sydney2394@gmail.com

Work Experience

Acting Associate at Sullivan & Ogletree

August 2019- present

- Spalding County State Court Misdemeanor Public Defender under the Student Practice Act
- Upon receipt of a passing score on the July 2020 Bar Examination and appropriate steps to licensure thereafter, position will be promoted to full-time Associate

Intern at Spalding County Solicitor's Office

June 2019 - July 2019

- Acted as Solicitor in two bench trials
- Sworn into practice under the Student Practice Act
- Assisted with arraignment procedures and pretrial conferences

Intern at Wessels & Dixon, P.C.

May 2018 - August 2018

- Performed title searches
- Assisted in real estate closings
- Assisted with various office tasks (i.e. scanning and organizing old files)

Intern at the Georgia Public Defender Council (GPDC)

June 2017- July 2017

- Researched Foundations to support the efforts of the GPDC
- Assisted in preparation of materials and registration for GPDC's annual conference

Third Grade Teacher at The Academy for Classical Education

July 2016- June 2017

- Planned and implemented lessons to meet a wide variety of developmental needs
- Gathered and interpreted data to determine remediation and advancement of content

Education

John Marshall Law School

August 2017 – present

Recipient of the John E. Ryan Merit Scholarship for exceptional incoming students. Nominated by faculty to serve as a peer mentor to incoming first-year students.

Wesleyan College

August 2012- May 2016

Graduated Magna Cum Laude with a B.A. in Early Childhood Education. Recipient of the Peyton Anderson Scholarship for Education Majors.

STATE OF GEORGIA

COUNTY OF SPALDING

AFFIDAVIT OF CERTIFICATIONS AND WARRANTIES

COMES NOW the undersigned, Samuel H. Sullivan and Michele W. Ogletree, (herein known as "Contractors"), and after being duly sworn, depose and state the following:

-1-

There are no known circumstances which would result in a conflict of interest in regards to performance of services as required under the proposed Contract for Indigent Representation in the State Court of Spalding County and the Juvenile Court of Spalding County, Georgia.

-2-

Contractors warrant that this proposal, and no portion thereof, is fraudulent, collusive, or made in the interest of or on behalf of any person not therein named.

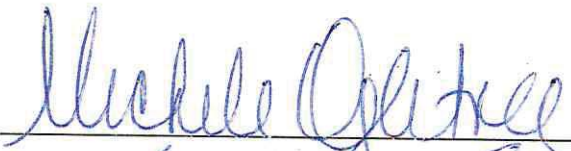
-3-


Contractors further warrant that they have not directly or indirectly induced or solicited any other responding contractor to submit a fraudulent proposal or any other person, firm, or corporation to refrain from submitting a proposal and contractors have not in any manner sought by collusion to secure any undue advantage over any other responding contractor.

-4-

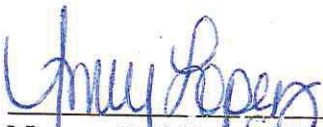
No member of the Spalding County Commission has any affiliation, either personal or business, with the law firm of Sullivan & Ogletree, PC.

This 15th day of April, 2020.





Sworn to and subscribed before me
this 15th day of April, 2020.



Notary Public, Spalding Co., GA

Notary Public, Spalding County, Georgia
My Comm. Expires 05/14/2023

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE
FOR THE STATE COURT OF SPALDING COUNTY FOR
FISCAL YEARS 2020-2021, 2021-2022, & 2022-2023**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30th, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to June 30th, the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor

is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, it's officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

**MAXIMUM ALLOWABLE CASELOADS FOR
PART-TIME CONTRACT ATTORNEYS**

Each contract attorney shall not exceed 250 cases in State Court.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

(A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or

(B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of

extraordinary compensation;

or

(C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

**SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF
CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS**

(A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by the County;

(B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and

(C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if a criminal defendant is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all

applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice criminal law.

As to those cases which are unable to post bond, a representative of the law firm will conference with the person at the jail regarding their pending charges within 72 hours after qualifying for indigent representation. In any case in which the indigent defendant is unable to post bond, Contractors will file a bond motion (usually a Motion for Own Recognizance Bond), within three business days of receiving notice of the appointment and will schedule a hearing, if necessary, within the following two weeks.

PART II. REMUNERATION AND OTHER REMAINING CONTRACT TERMS

INDIGENT DEFENSE FOR THE STATE COURT OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to misdemeanor criminal actions in the State Court of Spalding County, with the exception of violations of the Spalding County Code of Ordinances. This contract does provide and include the representation of individuals charged with misdemeanor violation of probation as set out

below. In addition, for those cases which charge a person with both a felony as well as a misdemeanor, the Circuit Public Defenders Office shall retain full responsibility of representation over such case and the Contractor shall not be responsible for the representation of the individual on the misdemeanor charge/s.

Contractor shall receive as remuneration for services rendered the amount of \$344,000.00 for the fiscal year beginning July 1st, 2020 and continuing thereafter as provided for in Part I.

MISDEMEANOR VIOLATIONS OF PROBATION (VOPs)

Contractor shall provide legal services to those individuals charged with misdemeanor Violations of Probation and who are incarcerated and determined to be indigent.

Contractor shall receive as remuneration for services rendered the amount of \$36,000.00 for the fiscal year beginning July 1st, 2020 and continuing thereafter as provided for in Part I.

APPLICATIONS FOR STATE COURT

It shall be the responsibility of the Contractor to review all submitted applications for State Court misdemeanors. All applications will be completed and accepted at the Contractor's place of business located at 743 South Hill Street, Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2020 in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect Workers' Compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instant, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

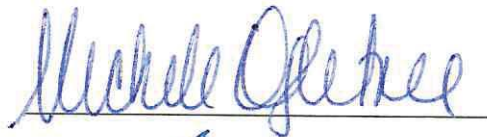
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2020.

SPALDING COUNTY, GEORGIA

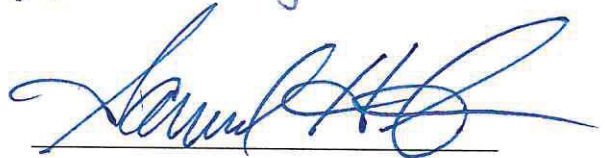
SULLIVAN & OGLETREE, PC

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager



Michelle Ogletree



Samuel H. Wilson

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT REPRESENTATION
FOR JUVENILE DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY FOR FISCAL YEARS 2020-2021, 2021-2022 & 2022-
2023**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to December 31st, the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights

and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

MAXIMUM ALLOWABLE CASELOADS FOR PART-TIME CONTRACT ATTORNEYS

Each contract attorney shall not exceed 50 cases each in Juvenile Dependency matters.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

(A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or

(B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of extraordinary compensation;

or

(C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS

(A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by

the County;

(B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and

(C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if an individual is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice juvenile law.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, it's officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for

whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

PART II. REMUNERATION AND OTHER REMAINING
CONTRACT TERMS

DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to dependency actions pending in the Juvenile Court of Spalding County. A Dependency Action is defined as any action wherein the State of Georgia, through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a dependency action alleging the dependency of children. Services shall not include representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child, is the putative biological father of the subject child, or is named as a parent upon the child's birth certificate); and any action filed in Juvenile Court not involving dependency.

Contractor shall receive as remuneration for services rendered the amount of \$188,000.00 for the fiscal year beginning July 1st, 2020, and continuing thereafter as

provided in Part I of this contract. Services shall provide for both indigent defense of parents as well as supplying of Guardian Ad Litem services in dependency matters.

GUARDIAN AD LITEM / PLAN ADMINISTRATOR SERVICES FOR CERTAIN JUVENILE DELINQUENCY ACTIONS

In certain juvenile delinquency actions, there could arise the need for the Court to appoint a Guardian Ad Litem for the juvenile pursuant to O.C.G.A. §15-11-150 or to appoint a Plan Manager where a juvenile has been declared mentally incompetent pursuant to O.C.G.A. §15-11-650, *et seq.* Attorneys will provide services under this provision and shall receive remuneration in the amount of \$18,000.00 for the fiscal year beginning July 1st, 2020, and continuing thereafter as provided for in Part I. This provision is not to be interpreted as providing a Guardian Ad Litem in each and every juvenile delinquency action, but only those select cases where the court feels that it would be in the best interest of the child for a Guardian Ad Litem to be appointed.

CONFLICT CASES

In the event of a “conflict of interest” situation wherein it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local counsel to serve. Remuneration for this service shall be at the rate of \$15,000.00 per contract year.

APPLICATIONS FOR JUVENILE DEPENDENCIES

It shall be the responsibility of the Contractor to review all submitted applications for Juvenile Court Dependency matters. All applications will be completed and accepted at the Contractor’s place of business located at 743 South Hill Street, Griffin, Georgia.

The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as “indigent” pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was “approved” or “denied”.

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2020 in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an “employee” of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia.

Said policy shall provide a minimum liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect Workers' Compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instant, and each party shall be relieved of its terms and conditions and duty to perform hereunder.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2020.


SPALDING COUNTY, GEORGIA

SULLIVAN & OGLETREE, PC

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager





Proposal to Provide Indigent Legal Services to State Court and Juvenile Court of Spalding County, Georgia

May 15, 2020

Submitted by

Kidd, Cato, Easom & Roquemore
Attorneys-at-Law
833 Grogan Street
Lavonia, GA 30553

Contact: Doug Kidd
douglas.terry.kidd@gmail.com
Office: 706-356-1778 | Cell: 706-491-9298

A. **FIRM OVERVIEW**

1. **Principal Attorneys**

Kidd, Cato, Easom & Roquemore, Attorneys-at-Law is a joint venture that consists of the following attorneys:

- Doug Kidd, licensed since 2008. Doug has represented about 3,500 misdemeanor court-appointed clients and about 300 clients in juvenile court in the past five years. Furthermore, Doug has presided over roughly 4,500 misdemeanor cases as chief municipal court judge in the past year and a half.
- Robin Cato, licensed since 1993. Robin has represented about 100 misdemeanor court-appointed clients and about 200 clients in juvenile court in the past five years.
- Matt Easom, licensed since 2012. Matt has represented about 2,000 misdemeanor court-appointed clients and about 150 clients in juvenile court in the past five years.
- Erica Roquemore, licensed since 2014. Erica has represented about 100 misdemeanor court-appointed clients and about 100 clients in juvenile court in the past five years.

2. **Business Address**

833 Grogan Street, Lavonia, Georgia 30553, although we will have a full-time Griffin office within a week of signing the contract for indigent defense services.

3. **Experience in Criminal Law**

Between the four of us, we have represented indigent clients as the sole designated public defender in three cities and four counties in northeast Georgia over the past five years. During that time, our firm's attorneys have represented approximately 5,700 indigent clients in misdemeanor cases and approximately 750 indigent parents and children in juvenile cases.

In addition to representing clients in misdemeanor criminal cases, attorney Doug Kidd is chief municipal court judge in three cities and associate judge in two cities. Attorney Robin Cato also has experience on the other side of the bench, acting as judge pro tem in Royston Municipal Court on occasion.

Our attorneys know the rules of evidence and rules of procedure and we're comfortable arguing before judges, juries, and appellate courts. We know which traffic infractions cause an automatic suspension of a license and we know what steps officers must follow to properly give field sobriety tests. We also know what procedures DFCS must follow to ensure reasonable efforts have been given to keep children with their families and we know what factors a judge uses to determine when children should be removed from their home. In short, we are highly qualified for both the State Court and Juvenile Court positions.

Furthermore, Doug Kidd has served on the Public Defender Supervisory Panel for the Northern Circuit since 2012, and he is familiar with all policies and standards for indigent defense. All of our attorneys are well-versed in evaluating indigent defense applications and we know how to apply the sliding income and asset scale to ensure applicants qualify for services.

All of the firm's attorneys are in good standing with the State Bar of Georgia and we are licensed to practice in all state and federal trial and appellate courts.

4. Other Government Clients

Kidd, Cato, Easom & Roquemore, Attorneys-at-Law has represented several local governments over the last five years. We have represented Lavonia, Hartwell, Royston, Canon, Bowersville, Elberton, Sky Valley, Gumbranch, Keysville, Jefferson, Franklin County, Hart County, Stephens County, Elbert County, Madison County, and Oglethorpe County in a variety of roles, including city attorney, judge, prosecutor, public defender, and hearing officer. We've been on just about every side of every issue for which a local government can need an attorney.

5. Resumes

Resumes for the firm's attorneys are attached as Exhibit "A".

6. Differences in Proposal

There are no differences in our proposal and the work specified in the county's RFP.

7. Conflict of Interest

The firm does not have any current or former clients that may pose a conflict of interest if it were to represent indigent defendants in Spalding County.

8. Insurance

The firm currently has malpractice insurance through Travelers Insurance, with a \$250k per occurrence and \$500k aggregate minimum. (See Exhibit "B"). If selected for the Spalding County position, we will increase the liability coverage to at least \$2 million per claim.

The firm also has liability and workers compensation insurance that will be maintained throughout a possible term as public defender at the \$1 million per occurrence limits required by the contract.

B. PROPOSED FEES

We propose representing indigent defendants in State Court (with Magistrate Court duties) and Juvenile Court as follows:

FY 2021

State Court (w/ Mag. Ct. duties)	\$322,720
Juvenile Court	<u>\$138,080</u>
Total	\$460,800

FY 2022

State Court (w/ Mag. Ct. duties)	\$322,720
Juvenile Court	<u>\$138,080</u>
Total	\$460,800

FY 2023

State Court (w/ Mag. Ct. duties)	\$322,720
Juvenile Court	<u>\$138,080</u>
Total	\$460,800

These flat fees will cover all incidental and other expenses, as contemplated in the county's RFP specifications.

C. OTHER PROPOSALS

We understand we are an out-of-town firm. But if awarded the contract, we will become an in-town firm. We propose the following:

- We will rent an office in downtown Griffin upon signing the contract for this project. The office will be open Monday- Friday, from 9 am until 5 pm.
- If awarded a three-year contract, we will make reasonable efforts to purchase and renovate an office in downtown Griffin within 12 months of starting the contract.
- At least two attorneys and two legal assistants will be in the office every day of the week. Doug Kidd will be in the Griffin office and will be assigned to State Court and Magistrate Court hearings and trials. Also, an associate will be hired full-time and be ready to work by the July 1 contract start date. An employment advertisement has been run (See Exhibit "C") and initial interviews have been conducted. The associate will split duties between

State and Juvenile Court. Also, Matt Easom, Robin Cato, and Erica Roquemore will split duties between State and Juvenile Courts. At least two local conflict attorneys will be retained to handle conflict cases and GAL cases.

- We will hire at least two legal assistants who are from the Spalding County area. They will be hired by the July 1 contract start date.
- We will meet with public defender clients every day of the week, either in court, in the jail, or in the office. We will give them an indigent defense application (See Exhibit “D”) and if they qualify, we will start representation. If they are still in jail, then we will file bond motions (See Exhibit “E”) on behalf of clients who cannot make bond.
- Once a client qualifies for our services, we will file an entry of appearance and notice of discovery on their behalf that same day (See Exhibit “F”). If appropriate, we will file a generalized motion to suppress (See Exhibit “G”). We will particularize this motion to suppress after discovery and investigation have been completed. (See Exhibit “H”).
- We will offer clients the chance to complete a customer satisfaction survey (see Exhibit “I”). Anonymized copies of the survey will be available for the county to check semi-annually.
- We will keep detailed records of how many people apply for our services, how many people qualify for our services, and what are the outcomes of these cases. These records can be examined by the county at any time.

D. REFERENCES

Our attorneys have served in various roles for many local government entities across the state.

City of Bowersville
1126 West Main Street

Pruitt Manley, Mayor
Debbie Walker, City Clerk

Bowersville, GA 30516
706-245-8971

Served as city attorney for 4 years.

City of Sky Valley
3444 Hwy. 246
Sky Valley, GA 30537
706-746-2204

Hollie Steil, Mayor
Ella Fast, City Manager
Served as city attorney for 2 years.

City of Gumbranch
5334 Hwy. 196W
Gumbranch, GA 31313
912-876-5945

Richard Strickland, Mayor
Evelyn Strickland, City Clerk
*Appointed city attorney in
August 2019.*

City of Keysville
P.O. Box 159
Keysville, GA 30816
706-547-3007

Linda Wilkes-Davis, Mayor
Meschery Pollard, City Manager
*Appointed city attorney in
August 2019.*

City of Bowman
25 Prince Ave.
Bowman, GA 30624
706-245-5432

Pete Gibbons, former Mayor
Betty Jo Maxwell, former Mayor
Dawn Royston, former City Clerk
*Served as city attorney for 7 years
and advised on a broad range of
municipal issues.*

City of Lavonia
851 Grogan Street
Lavonia, GA 30553
706-356-4848

Bruce Carlisle, Police Chief
*Served as chief municipal court
judge since August 2018. Previously
served as public defender for 3 years.*

City of Hartwell
456 East Howell Street
Hartwell, GA 30643
706-856-3226

Anthony Davis, Police Chief
*Served as chief municipal court
judge since August 2018.*

City of Canon
5071 Hwy. 17
Canon, GA 30520
706-245-8155

Harold McCroskey, Police Chief
*Served as chief municipal court
judge since August 2018.*

City of Jefferson
147 Athens Street
Jefferson, GA 30549
706-367-5121

Priscilla Murphy, City Manager
*Served as associate municipal court
judge over environmental court since
July 2019.*

State Court of Elbert County

Steve Jenkins, Judge

115 Heard Street
Elberton, GA 30635
706-283-8240

*Served as public defender for 3 years
and negotiated pleas and tried cases
involving DUI, traffic tickets, and
other misdemeanors.*

Oglethorpe County Probate Court
111 W. Main Street
Lexington, GA 30648
706-743-5350

Kayla Harris Miller, Judge

*Served as public defender for 4 years
and negotiated pleas and tried cases
involving DUI, marijuana
possession, and traffic tickets.*

Municipal Court of Elberton
17 East Church Street
Elberton, GA 30635
706-283-8222

Robert Johnson, Judge

Served as public defender for 4 years

Franklin County Probate Court
7085 Hwy. 145, Suite A
Carnesville, GA 30521
706-384-2403

Ken Eavenson, Judge

*Served as public defender for 6
years and negotiated pleas and tried
cases involving DUI, marijuana
possession, and traffic tickets.*

Franklin County Magistrate Court
7085 Hwy. 145, Suite B
Carnesville, GA 30521
706-384-7473

Cody Grizzle, Judge
706-491-0249

*Served as public defender for 6
years and negotiated pleas and tried
cases involving disorderly conduct,
marijuana possession, and other
county ordinance violations.*

Hart County Probate Court
185 West Franklin Street
Hartwell, GA 30643
706-384-7473

Merry Kirk, Judge

*Served as public defender for 6
years and negotiated pleas and tried
cases involving disorderly conduct,
marijuana possession, and other
county ordinance violations.*

Franklin County Board of Elections
211 Athens Street
Carnesville, GA 30521

Gina Kesler, Supervisor
706-654-8172

Served as chairman for five

706-384-4390

years, helping to interpret state election law and setting policy for board.

Hart/Franklin County DFCS
P.O. Box 628
Royston, GA 30662

Kevin McFarlin, SAAG
706-245-4404
Served as public defender for parents and GAL for children.

Elbert County DFCS
1860 Barnett Shoals Road
Suite 103-408
Athens, GA 30605

Megan Whetsel, SAAG
706-510-5511
Served as public defender for parents and GAL for children.

Stephens/Habersham County DFCS
P.O. Box 901
Cleveland, GA 30528

Kerry Morris, SAAG
706-219-2239
Served as public defender for parents and GAL for children.

Madison/Oglethorpe County DFCS
P.O. Box 51
Crawford, GA 30630

Chad Hunt, SAAG
706-743-3185
Served as public defender for parents and GAL for children.

F. SCOPE OF WORK

The firm's members have read the scope of work and general specifications of the RFP and we consent to them as the duties we would have to perform as public defender, without any exceptions.

G. PENDING LAWSUITS

The firm does not have any pending lawsuits in which it or a firm's member are a named party.

H. CONCLUSION

We appreciate your consideration of our firm for the role of public defender for indigent clients in State Court and Juvenile Court for Spalding County. We would like the opportunity to

provide high quality legal services at a reasonable cost while being responsive and accessible to the people of Spalding County.

If there are any questions, please do not hesitate to let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "DKidd", with a stylized flourish at the end.

Douglas Kidd,

on behalf of the joint venture Kidd, Cato

Douglas T. Kidd

P.O. Box 628

Lavonia, GA 30553

Office: (706) 356-1778 | Cell: (706) 491-9298

douglas.terry.kidd@gmail.com

Attorney Law Office of Douglas T. Kidd, P.C., Solo (November 2008 – Present)

Experienced in civil litigation, from client intake, pleading and discovery to motions, summary judgment hearings and appeals.

- Handled dozens of bench trials, jury trials, motion hearings and appeals in Magistrate, Juvenile, Probate, Superior, and Appeals courts.
- Drafted wills, leases, contracts, shareholder agreements and other transactional documents for businesses and individuals.

City Attorney City of Bowersville, GA (March 2016 – Present)
City of Sky Valley, GA (February 2018 – Present)
City of Keysville, GA (August 2019 – Present)
City of Gum Branch, GA (August 2019 – Present)
City of Bowman, GA (January 2010 – January 2013; February 2014- February 2018)

- Drafted ordinances, reviewed and drafted contracts, and set up Open Records compliance system for small municipalities.
- Successfully argued case in front of State Elections Board, getting elections fraud charge dismissed against City.

Chief Judge Municipal Court of Lavonia, GA (August 2018 – Present)
Municipal Court of Hartwell, GA (August 2018 – Present)
Municipal Court of Canon, GA (August 2018 – Present)

Associate Judge Municipal Court of Jefferson, GA (June 2019 – Present)
Municipal Court of Royston, GA (March 2019 – Present)

Public Defender Appointed attorney for misdemeanor and juvenile cases.
Franklin County Probate Court, (January 2014 – Present)
Franklin County Magistrate Court, (January 2014 – Present)
City of Lavonia Municipal Court, (March 2015 – July 2018)
Hart County Probate Court, (January 2016 – Present)
Stephens County Juvenile Court, (May 2018 – Present)

Newspaper Copy Editor/ Page Designer, (March 2003 – July 2005)
Experience Chattanooga Times Free Press, Chattanooga, TN

Bar Admissions State of Georgia (2008)
Supreme Court of Georgia (2009)
Georgia Court of Appeals (2009)
U.S. Supreme Court (2012)
U.S. Court of Appeals, Eleventh Circuit (2012)
U.S. District Court, Middle District of Georgia (2012)

Memberships, Boards President, Northern Circuit Bar Association (2012), Vice-President (2011)
Member, Public Defender Supervisory Panel, Northern Circuit (2012 – Present)
Chairman, Franklin County Board of Elections (2015 – Present)

Education Stetson University College of Law, J.D. (May 2008)
Georgia Southern University, B.S. Journalism (December 2002)



ROBIN ELIZABETH CATO, JD

234 ROLLING HILLS DRIVE ROYSTON, GA 30662
404.518.3406 GA Bar No. 116820 robincato@gmail.com

SUMMARY

Attorney with hands on experience in managing national nonprofit. Managing many layers of compliance and tasks with emphasis on high level relationship management. Proven record of excellent character and job performance.

Expertise includes:

- | | | |
|---------------------------|-----------------------|-----------------------|
| • Relationship Management | • Organization Skills | • Communicator |
| • Compliance | • Multitasks | • Result Oriented |
| • Leadership | • Collaborative | • Resolving ambiguity |

PROFESSIONAL EXPERIENCE

SOLE PRACTITIONER, ATTORNEY AT LAW, LLC, Franklin Springs, Georgia 2015-PRESENT
General practice including Wills & Estate Planning, Court appointed Juvenile Court, Contract Disputes, Family Law, Divorce and Custody Modifications, TPO's Emergency Family Law, Adoptions, and Criminial Matters

PUBLIC DEFENDNDER FOR THE CITY OF LAVONIA, GEORGIA, Lavonia, Georgia, 2019 - PRESENT
Handles all qualifying cases as the Public Defender for the City of Lavonia. DUI, Traffic Citations, Disorderly Conduct, Possession and other criminal charges.

THE SOCIETY FOR THE ADVANCEMENT OF SEXUAL HEALTH, Lavonia, Georgia
Executive Director 2000 - 2015

Responsibilities:

Executive Director of a national nonprofit organization of 600, maintained \$300,000 budget, implemented national conferences and national training programs specializing in the treatment of behavioral addictions.

Key Accomplishments:

- Managed all aspects of the national organization with \$300,000 budget.
- Maintained close working relationship with a 12 member board.
- Promoted organization to national media, writing project grants for SASH,
- Maintained all business aspects such as payroll, taxes, license, and compliance.
- Administered annual national conference of 500 people over 4 days which included choosing hotels nationwide, managing contract negotiations, all

event planning activities, all printing and publications, choosing speakers, administering registration.

- Created and Directed National Training Program managed details of marketing, implected actual training sites.
- Maintained website and online training program.

SOLE PRACTITIONER, ATTORNEY AT LAW, LLC, Lavonia, Georgia 1997- present
Attorney

General practice including Wills & Estate Planning, Juvenile Court, Contract Disputes, Misdemeanors, State Court Plea and Arraignment Calendar, Divorce and Custody Modifications.

EMMANUEL COLLEGE, Franklin Springs, Georgia 2015 - present
Adjunct Professor
Taught business and Constitutional Law

JOHN MARSHALL LAW SCHOOL, Atlanta, Georgia 1997 - 2005, 2013-2014
Adjunct Professor of Law
Taught research, and legal writing and philosophy/jurisprudence.

JOHN MARSHALL LAW SCHOOL, Atlanta, Georgia 1997 - 2000
Director of Admissions
Director of Admissions: process and review all student documentation, facilitate the admissions committee review process, address questions from the public and potential students, document all applications and student data, recruitment and other educational duties. Committee for ABA Accreditation Team.

EDUCATION

MISSISSIPPI COLLEGE SCHOOL OF LAW, Jackson, Mississippi; Doctor of Jurisprudence
May 1993; Admitted to Georgia Bar - 1993
STETSON UNIVERSITY, DeLand, Florida; B.A. English; 1983
EMMANUEL COLLEGE, Franklin Springs, Georgia; A.A. General Education; 1981

CERTIFICATIONS

Conference Meeting Management Certificate (CMMC), Spring, 2005
University of Georgia

PUBLICATIONS

Northeast Georgia Living Magazine, article, Summer 2009
Northeast Georgia Living Magazine, article, Fall 2010
Making Advances, Book, Published Fall 2012

SPEAKING ENGAGEMENTS

National Council on Problem Gambling, Kansas City, MO June 2008
Emmanuel College, Franklin Springs, GA Spring 2009
The Trauma Conference, Cumberland Furnace, TN, June 2010
The Society for the Advancement of Sexual Health Conference, Boston, September 2010
ATPSB Training Faculty, San Antonio, TX, September 2012 Legal and Ethical Issues
ATPSB Training Faculty, Nashville, TN, January 2013 Legal and Ethical Issues

CIVIC DUTIES

Franklin County, Georgia, Board of Education Member Elected 07/2010
4 year term 2010-2014, 2nd Term - 2015-2018, 3rd Term - 2018-2022
Royston-Franklin Springs Pilot Club Past President 2014-2015
Royston-Franklin Springs Pilot Club President 2013-2014
Royston-Franklin Springs Pilot Club, Director 2008-2013
Emmanuel College National Alumni Board President - 2014-2019
Emmanuel College National Alumni Board 2009-present
Vice-President, Emmanuel College National Alumni Board 2010 - present
Emmanuel College Board of Trustees- 2009 - present
Leadership Franklin Officer Franklin County Chamber of Commerce 2008-2010
Franklin County Republican Party, General Counsel 2010-present
LifeSprings Community Church Administrative Council March 2013- present
Board of Directors Member Harmony House Child Advocacy Center 2009-2012

Phone: (706) 988-2924
dmeasom@gmail.com

David M. Easom

1098 Double Bridges
Elberton, GA 30635

Bar Membership

State of Georgia

2012-Present

Education

Georgia State Law, Atlanta, Ga

2009 – 2012

Juris Doctor, May 2012

Class standing: 19th out of 188

GPA 3.72, Magna Cum Laude

Land Use Law Award, Spring 2012

CALI Awards (indicative of highest grade awarded in that class): Criminal Procedure, Land Use, Construction Law

Emmanuel College, Franklin Springs, Ga.

2009

BS in Pre-law, Minor in Biology

Honor Graduate of Pre-Law program

Commuter Student Council

College Activity Board

Achiever scholarships

Experience

Easom & Roquemore, LLC, Partner
Present

2020-

- Managing partner in firm, specializing in criminal defense and family law

Elberton Municipal Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Municipal Court

Hartwell Municipal Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Municipal Court

Oglethorpe County Probate Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Probate Court

Elbert County State Court, Public Defender
Present

2017-

- Solely responsible for all public defender related services for State Court

Berelc Law Office, P.C.

2015-2020

- Worked independently managing firm's criminal and family practice

Davison & Davison, P.C., Associate Attorney

2013-2015

- Litigation and Research Associate
- Managed wide variety of and high volume of criminal and civil matters
- Extensive criminal focus

Richard D. Campbell Law, LLC, Law Clerk

2012

- Research, writing, and court appearances on wide variety of criminal and legal matters

District Attorney's Office, Northern Judicial Circuit, Elberton, Ga, Summer Intern

2010

- Drafted legal memorandum regarding the constitutionality of police search and seizure
- Organized witness lists
- Observed Grand Jury proceedings.

Erica C. Roquemore

P.O. Box 147, Royston, Georgia 30662 * Phone: (706)255-6903 * e-mail: erica@easomroquemore.com

EDUCATION

Faulkner University, Thomas Goode Jones School of Law Montgomery, AL
Juris Doctor, December 2013
Honors: Certificate in Alternative Dispute Resolution
Activities: Women's Legal Society

Athens Technical College Athens, GA
Associate of Applied Sciences in Paralegal Studies, August 2010
Honors: President's List 2009-2010
Phi Theta Kappa Honor Society
Alpha Beta Gamma Honor Society
Activities: Student Paralegal Association President

Emmanuel College Franklin Springs, GA
Bachelor of Science in Pre-Law, May 2009
Honors: Dean's List Fall and Spring 2008, Spring 2009
Activities: Pre-Law Society
Commuter Student Council

EXPERIENCE

Bar Membership
State of Georgia, 2014-Present

Easom and Roquemore, LLC Royston, GA
Managing Partner, February 2020 - Present

- General practice firm, specializing in criminal defense and family law

Franklin County Municipal Court Carnesville, GA
Reserve Prosecutor, 2018 - Current

Berele Law Office, P.C. Lavonia, GA
Associate Attorney, October 2016 – January 2020

- General practice firm, Independently managed firm's personal injury practice.

Davison & Davison, P.C. Royston, GA
Associate Attorney, February 2015-September 2016

- Assisted in all stages of criminal defenses.
- Created files and maintained personal injury caseload.

Daniels & Rothman, P.C.

Athens, GA

Criminal Defense Summer Intern, Summer 2012

- Prepared files in anticipation of litigation.
- Assisted attorneys in document preparation.
- Reviewed client matters and aided in creating case plans.

Daniels & Rothman, P.C.

Athens, GA

Paralegal, July 2010-August 2011

- Managed client files.
- Assisted attorneys in depositions and court hearings.



Travelers 1st Choice⁺®

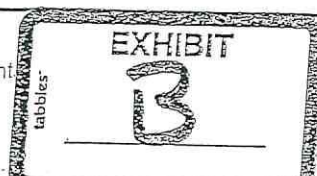
LAWYERS PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS

POLICY NO. 105252988

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

IMPORTANT NOTE: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced, and may be exhausted, by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

ITEM 1	<p>NAMED INSURED: LAW OFFICE OF DOUGLAS T KIDD, PC</p> <p>DBA:</p> <p>Principal Address: 833 GROGAN STREET P.O. BOX 628 LAVONIA, GA 30553</p>
ITEM 2	<p>POLICY PERIOD:</p> <p>Inception Date: March 18, 2020 Expiration Date: March 18, 2021 12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.</p>



ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:		
	Email: BSIclaims@travelers.com		
	FAX: 888.460.6622		
	Travelers Bond & Specialty Insurance Claim 385 Washington Street Mail Code 9275-SB02F St. Paul, MN 55102		
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:		
	Lawyers Professional Liability Coverage		
ITEM 5	PROFESSIONAL LIABILITY COVERAGE LIMITS		
	Professional Services and Network and Information Security Offenses		
	Coverage Limits:	\$250,000	for each Claim; not to exceed
		\$500,000	for all Claims
	Publishing and Non-profit Services		
	Coverage Limits:	\$250,000	for each Claim; not to exceed
		\$250,000	for all Claims
	Deductible:	\$5,000	each Claim
		N/A	all Claims
	Retroactive Date:	March 18, 2009	
	Knowledge Date:	March 18, 2009	

ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$10,000 for each Disciplinary or Regulatory Proceeding \$20,000 for all Disciplinary or Regulatory Proceedings</p>												
ITEM 7	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$3,157.00 Policy Premium</p>												
ITEM 8	<p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table> <tr> <td>Additional Premium Percentage:</td><td>Additional Months:</td></tr> <tr> <td>125%</td><td>12</td></tr> <tr> <td>185%</td><td>24</td></tr> <tr> <td>200%</td><td>36</td></tr> <tr> <td>250%</td><td>60</td></tr> <tr> <td>300%</td><td>Unlimited</td></tr> </table>	Additional Premium Percentage:	Additional Months:	125%	12	185%	24	200%	36	250%	60	300%	Unlimited
Additional Premium Percentage:	Additional Months:												
125%	12												
185%	24												
200%	36												
250%	60												
300%	Unlimited												
ITEM 9	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p>LPL-1001-1108; PTC-2011-1108; PTC-2035-0117; PTC-1001-1108; PTC-19006-0315; PTC-2067-0411; PTC-3010-1214</p>												

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.


President, Bond & Specialty Insurance


Corporate Secretary

Associate Attorney

Kidd Law Office - Griffin, GA 30223

\$4,000 a month

[Apply Now](#)

♡ [Save this job](#)

[Copy link](#)

Small, four-attorney firm seeks an associate attorney for a satellite office in Griffin, Georgia.

Firm practice areas currently include family, criminal, probate, juvenile, personal injury, government law, and general civil litigation. However, this position is for criminal and juvenile law cases.

The attorney will be responsible for meeting with clients daily, either at the office or at the jail. The attorney also will appear at first appearance hearings and arraignments and argue at motion hearings, bench trials, and jury trials.

Compensation will be \$4,000 a month as well as a fifty percent share of fees on collected fees generated by the associate. The associate will be free to build his/her own practice and will be strongly encouraged to do so.

Firm will provide office space, legal assistants, all overhead, marketing, CLE, and malpractice coverage. Workload will vary, but it is a good situation for a young attorney with 0-2 years' experience who is a self-starter and is capable of handling a case from start to finish. Self-motivation, organizational skills, and promptness are a must.

This job is contingent on a contract the firm is bidding on. Start date would be July 1.

Please reply with a resume, references, and a writing sample.

Job Type: Full-time

Salary: \$4,000.00 /month

License:

- Georgia Bar License (Preferred)

Additional Compensation:

- Other forms

Benefits:

- Professional development assistance

Schedule:

- Monday to Friday

Work Remotely:

- No

- 5 days ago - report job

If you require alternative methods of application or screening, you must contact the employer directly to request this as Indeed is not responsible for the employer's application process.



Employer directly to request this as Indeed is not

favorite

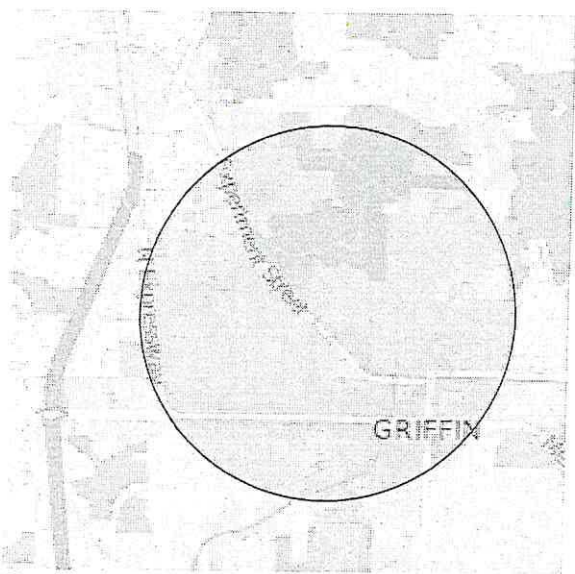
hide



Posted 6 days ago on: 2020-05-05 17:01

Contact Information:

Associate Attorney (Griffin)



compensation: \$4,000 per month

employment type: full-time

Small, four-attorney firm seeks an associate attorney for a satellite office in Griffin, Georgia.

Firm practice areas currently include family, criminal, probate, juvenile, personal injury, government law, and general civil litigation. However, this position is for criminal and juvenile law cases.

The attorney will be responsible for meeting with clients daily, either at the office or at the jail. The attorney also will appear at first appearance hearings and arraignments and argue at motion hearings, bench trials, and jury trials.

Compensation will be \$4,000 a month as well as a fifty percent share of fees on collected fees generated by the associate. The associate will be free to build his/her own practice and will be strongly encouraged to do so.

Firm will provide office space, legal assistants, all overhead, marketing, CLE, and malpractice coverage. Workload will vary, but it is a good situation for a young attorney with 0-2 years' experience who is a self-starter and is capable of handling a case from start to finish. Self-motivation, organizational skills, and promptness are a must.

This job is contingent on a contract the firm is bidding on. Start date would be July 1.

Please reply with a resume, references, and a writing sample.

QR Code Link to This Post



APPLICATION FOR PUBLIC DEFENDER / INDIGENT DEFENSE SERVICES

Arrest # _____

DIN: _____

Time of Application: _____

Application Date: _____

Date of Arrest: _____

Date of Offense: _____

In Jail: YES ☐ NO ☐

Court: _____ County: _____ Court Date: _____

NAME: Last _____ First _____ Middle _____

OTHER NAME(S): _____ CASE NUMBER(S): _____

CHARGES: _____

CO-DEFENDANTS: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone No(s): Home: _____ Cell: _____ Work: _____

Date of Birth: _____ Social Security Number: _____ Race: _____ Sex: _____

The person who can always reach you: Name: _____ Telephone: _____

Address: _____

MARITAL STATUS: Single ☐ Divorced ☐ Separated ☐ Married ☐ Living with the parent of your children ☐

Spouse's Name: _____

Is your spouse employed? Yes ☐ No ☐ If yes, Where? _____

Spouse's Income: \$ _____ per week ☐ two weeks ☐ month ☐ year ☐ (select one)

Ages of your children who live in the house with you: _____

List any other dependents: _____

EMPLOYMENT: Are you employed (including self-employment, part-time work, or "odd jobs")? Yes ☐ No ☐ If yes, employer name, address, telephone number: _____

Job title: _____ Length of employment _____ If unemployed or employed less than one year at this job, state the date and income of your most recent prior employment. _____

INCOME: Net income (total income, minus deductions required by law and child support payments deducted from paycheck)

\$ _____ per week ☐ two weeks ☐ month ☐ year ☐ (select one)

If child support not deducted from check, state amount of child support obligation: \$ _____ per week ☐ month ☐

If incarcerated, do you have income while in jail? Yes ☐ No ☐ Amount \$ _____

Do you receive child support? Yes ☐ No ☐ Amount \$ _____

Do you receive unemployment or workers compensation? Yes ☐ No ☐ Amount \$ _____

Do you receive: Military, VA, Social Security, SSI, TANF, Food Stamps, or Retirement benefits? Yes ☐ No ☐ Amount: \$ _____

If you do not pay your own basic living expenses, state the relationship of the person who does. _____

Are you disabled? Yes ☐ No ☐ If yes, what type of Disability: _____

Does anyone else claim you as a dependent for tax purposes? Yes ☐ No ☐ If yes, who _____

Other payments you receive from any source _____

THINGS YOU OWN: Cash, checking accounts, savings accounts, retirement accounts, inmate accounts: \$ _____

Motor vehicles: State year, model and make: _____ Est. Value: \$ _____

Is any real estate titled in your name? Yes ☐ No ☐ Furniture \$ _____ Other assets or property, other than usual and customary household furnishings. List and state est. value. _____

PROBATION: Court ordered monthly payment. \$ _____



APPLICATION FOR PUBLIC DEFENDER / INDIGENT DEFENSE SERVICES

UNUSUAL EXPENSES: Unusual expenses (other than basic living expenses). Specify type and amount. _____

If you DO NOT desire the services of court appointed counsel, please sign and date here:

Signature: _____

Date: _____

BOND INFORMATION: Total Bond Amount: \$ _____ Who posted your bond? _____

Address/phone number for bondsperson: _____

NOTICE OF APPLICATION FEE AND ATTORNEY FEE: Georgia law requires every person who applies for legal defense services under Chapter 12 of Title 17 to pay the Public Defender Office (the entity providing the services) a single fee of \$50 for the application for, receipt of, or application for and receipt of such services (O.C.G.A. Section 15-21A 6(b)). However, this application fee may not be imposed if the payment of the fee is waived by the court in which you are appearing. The court shall waive this fee if it finds that you are unable to pay the fee or that hardship will result if the fee is charged. (O.C.G.A. Section 15-21A 6(b)). Attorney fees for court-appointed representation may also be imposed by the court at sentencing.

VERIFICATION AND RELEASE: BY MY SIGNATURE BELOW, I SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND BASED UPON MY PERSONAL KNOWLEDGE, AND I REQUEST THAT THE CIRCUIT PUBLIC DEFENDER'S OFFICE (CPD) REPRESENT ME, OR THE MINOR CHILD OR TAX-DEPENDENT PERSON I AM PARENT OR GUARDIAN OF, IN THE ABOVE STYLED CASE(S). FURTHER, I AGREE TO IMMEDIATELY REPORT ANY CHANGE IN MY FINANCIAL SITUATION TO THE CPD OR TO THE COURT. I HEREBY AUTHORIZE ANY PERSON OR AGENCY REQUESTED BY THE CPD OR ANY OF ITS EMPLOYEES TO RELEASE TO THE CPD ANY INFORMATION REQUESTED TO ASSIST IN CONSIDERATION OF MY APPLICATION. INFORMATION MAY INCLUDE INFORMATION ABOUT HOUSEHOLD INCOME, EMPLOYMENT, EXPENSES, LIABILITIES, OR OTHER INFORMATION REQUESTED TO ASSESS THE APPLICATION. I ALSO VERIFY THAT I HAVE READ THE NOTICE OF APPLICATION FEE. I UNDERSTAND THAT IF I HAVE MADE ANY FALSE STATEMENTS THAT I MAY BE CHARGED WITH A FELONY WHICH CARRIES A PENALTY OF FROM ONE TO FIVE YEARS to wit: § 16-10-20. False statements and writings; concealment of facts: A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

This Application is for _____ case(s). I understand that I will be assessed an application fee and any applicable attorney fees for each case.

I HEREBY SWEAR OR AFFIRM THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

This _____ day of _____, 20_____.

SIGNATURE: _____

Print Name: _____

ASSISTANCE: The understated person provided assistance to the defendant/child with the completion of this form due the defendant's inability to read and write.

Name: _____

Phone: _____

Address: _____

Interviewer Name: _____ (Print Name)

(rev. 06/2012)

Print

IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

_____,
DEFENDANT.

:
:
:
:
:
:
:

CASE NO. _____

PETITION FOR BOND HEARING

COMES NOW, _____, by and through his attorney Douglas
T. Kidd, and petitions this Court pursuant to O.C.G.A. §17-6-1 to set a reasonable bond.

-1-

_____ was arrested on _____ at approximately
_____ p.m. in Spalding County, Georgia on _____.

-2-

Spalding County has charged _____ with, on information and belief,
_____ denies these charges.

-4-

_____ has lived in Spalding County, Georgia for at least _____ years.
[Other facts about Defendant.]

-5-

_____ will likely lose his job and income if he stays in custody.

-6-

_____ lives in Spalding County and he is not a flight risk.

-7-



_____ poses no significant threat or risk to any person, to the community, or to any property in the community. Likewise, he poses no significant risk of committing any felony pending trial nor poses any significant risk or intimidating any witness or otherwise obstructing the administration of justice.

WHEREFORE, Defendant prays:

(a) that a Rule Nisi be issued instructing the Solicitor General, on behalf of the State of Georgia, to show cause why bond should not be granted;

(b) that bond be set in a reasonable amount for _____.

Respectfully submitted this _____ day of _____, 2020.

KIDD, CATO, EASOM, & ROQUEMORE

BY: _____

DOUGLAS T. KIDD
GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____
Griffin, GA 30224
Phone: _____
Fax: _____
douglas.terry.kidd@gmail.com

IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

_____,
DEFENDANT.

:
:
:
:
:
:
:

CASE NO. _____

ENTRY OF APPEARANCE

Douglas T. Kidd hereby enters his appearance as attorney of record for
_____, Defendant. This entry of appearance shall stand for Kidd,
Cato, Easom & Roquemore.

This ____ day of _____, 2020.

KIDD, CATO, EASOM, & ROQUEMORE

BY: _____

DOUGLAS T. KIDD
GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____
Griffin, GA 30224
Phone: _____
Fax: _____
douglas.terry.kidd@gmail.com



IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

DEFENDANT.

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:
:
:

CASE NO. _____

NOTICE OF DEFENDANT'S REQUEST FOR DISCOVERY
PURSUANT TO O.C.G.A. §17-16-20, ET SEQ.

COMES NOW, _____, by and through his attorney Douglas T. Kidd, in the above-styled matter and pursuant to O.C.G.A. Title 17, Chapter 16, Article 2, Sections 17-16-20, 17-16-21, 17-16-22, and 17-16-23, and request the discovery contained in the above code sections.

Therefore, Defendant, under this Article, makes this demand upon the State for disclosure to Defendant's attorney of record as identified below, within the allowable times set out in this Article, all written or recorded documents, papers, statements, memorandums, reports, recordings, transcriptions, audio or video tapes, films, books, tangible objects, or copies thereof in the possession, custody, or control of the State or Prosecution intended to be used by the Prosecution in its case-in-chief, or on rebuttal including but not limited to the following:

-1-

Pursuant to O.C.G.A. §17-16-21, a copy of the indictment or accusation and a list of witnesses that may be supplemented pursuant to other provisions of Article 2.

-2-

Pursuant to O.C.G.A. §17-16-22, any relevant written or recorded statements made by the Defendant, or copies thereof, and that portion of any written record containing the substance of

any relevant oral statements made by the Defendant, whether before or after arrest, in response to interrogation by any person then known to the Defendant to be a law enforcement officer or member of the Prosecuting attorney's staff.

-3-

Pursuant to O.C.G.A §17-6-23, a complete copy of any written scientific reports within the possession, custody, or control of the State or Prosecution.

Respectfully submitted this _____ day of _____, 2020.

KIDD, CATO, EASOM, & ROQUEMORE

BY:

DOUGLAS T. KIDD

GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____

Griffin, GA 30224

Phone: _____

Fax: _____

douglas.terry.kidd@gmail.com

IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

_____,
DEFENDANT.

:
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:
:

CASE NO. _____

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served a true and exact copy of the
within and foregoing Notice of Discovery for _____ upon the State by
serving its counsel of record at the following address:

Patrick M. Shepherd
Spalding County Solicitor
132 E. Solomon Street, 2nd Floor
Griffin, GA 30223

This ____ of _____, 2020.

KIDD, CATO, EASOM, & ROQUEMORE

BY: _____

DOUGLAS T. KIDD
GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____
Griffin, GA 30224
Phone: _____
Fax: _____
douglas.terry.kidd@gmail.com

IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

_____,
DEFENDANT.

:
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:
:
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CASE NO. _____

PRELIMINARY MOTION TO SUPPRESS

COMES NOW, _____, by and through his attorney Douglas
T. Kidd, in the above-styled matter and moves this Court to suppress any and all evidence
illegally seized by law enforcement agents during the investigation of this case: including, but
limited to, contraband, post-arrest statements and intercepted oral or wire communications, and
audio and/or video surveillance.

As the Defendant has not been furnished with full discovery at this time, he requests the
opportunity to particularize this motion within a reasonable time of receiving this information.

Respectfully submitted this _____ day of _____, 2020.

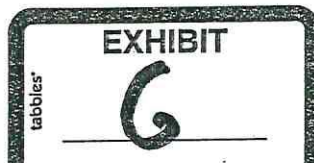
KIDD, CATO, EASOM, & ROQUEMORE

BY: _____

DOUGLAS T. KIDD
GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____
Griffin, GA 30224
Phone: _____
Fax: _____
douglas.terry.kidd@gmail.com



IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

v.

_____,
DEFENDANT.

:
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:
:
:
:

CASE NO. _____

MOTION TO SUPPRESS
OR, IN THE ALTERNATIVE, MOTION IN LIMINE

COMES NOW, _____, the Defendant in the above styled action, and moved this Honorable Court for an order excluding or suppressing all evidence obtained in violation of constitutional guarantees under the Georgia and United States Constitutions and shows the Court as follows:

-1-

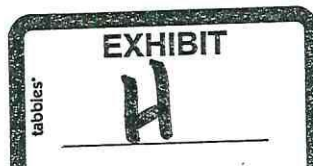
[Facts about the stop.]

-2-

The Defendant's driving on the night in question did not justify the traffic stop. The officer did not observe the Defendant drive in an erratic manner or commit a traffic offense. The stop of the Defendant constituted a mere pretextual traffic stop which was not based upon a reasonable articulable suspicion. Additionally, the arresting officer was not authorized to detain the Defendant for an extended investigatory stop.

-3-

Defendants seeks to suppress all evidence gathered after the stop of the Defendant since the seizure of the Defendant was based on a mere pretextual traffic stop and the officer did not subsequently develop probable cause to arrest Defendant for the offense of Driving Under the



Influence. As a result, the arrest of the Defendant for this offense was illegal and all evidence obtained following this arrest must be suppressed. Defendant seeks suppression either under the Georgia Constitution (Art. 1§1), O.C.G.A. § 17-5-30, O.C.G.A. § 17-4-1, and the U.S. Constitution.

-4-

The arresting officer did not have a warrant for the Defendant's arrest.

-5-

Defendant shows that she was directed to exit her vehicle and take self-incriminatory field sobriety tests. The field sobriety tests the Defendant was required to take were not administered correctly and were not scored in a standardized manner pursuant to the officer's training. The field sobriety tests were not performed in a manner consistent with State regulations and training procedures established by Georgia law enforcement training agencies. At no time was Defendant informed that her participation in such field sobriety tests was completely voluntary, and that Defendant was not required to take any field sobriety tests under Georgia implied consent law. Further, Defendant was in custody at the time of the field sobriety tests and at no time had Miranda rights read to her.

-6-

The Defendant moves to suppress all field sobriety tests on the grounds that such tests violated her right against self-incrimination under the U.S. Constitution. In addition, because (in complying with the officer's direction to "act") Defendant is being required to perform volitional acts, such procedures by the officers violates Ga. Const., Art §1, ¶XVI and O.C.G.A § 17-5-30.

-7-

Defendant moves to suppress the use of any statements made by Defendant and any field sobriety tests given to the Defendant after he was in custody and had been deprived of her freedom of movement, without having been given Miranda rights,. Such statements were not voluntary and were illegally obtained after the officer had deprived her of her freedom of movement and therefore must be excluded. Use of such statements violated the Defendant's rights under Ga. Const., Art 1, §I, ¶ VII, right to be free from unlawful seizure and dentation, and to due process of law under Ga. Const., Art I, § I, ¶ I.

-8-

Defendant moves to exclude the improperly administered chemical sobriety test. The arresting officer gave Defendant inaccurate, insufficient, coercive and confusing implied consent warnings and other information, contrary to O.C.G.A. §40-5-67.1. Additionally, the officer did not obtain actual consent to conduct a Fourth Amendment search of Defendant's blood. See generally Williams v. State, 296 Ga. 817 (2015).

-9-

Defendant seeks to suppress the results of the State administered test because Defendant's sample was the product of an unconstitutional search and seizure, which violated Defendant's rights under the Fourth Amendment of the United States Constitution and Art I, Sec I, Par. XII of the Georgia Constitution. Defendant was told the law required her to provide evidence against herself. The search and seizure of Defendant's sample as per se unreasonable. use of such evidence violates Defendant's constitutional guarantees under the Georgia and United States Constitutions and OCGA §17-5-30. See Williams v. State, 2015 WL 1393406 (Ga.).

-10-

Defendant seeks to suppress the results of the State administered chemical test because Defendant's consent was not freely and voluntarily given. Defendant's consent was submission to authority rather than an understanding and intentional waiver of constitutional rights. Defendant's purported consent was given after being placed in custody at the scene of the traffic stop. Defendant was not administered Miranda warnings prior to purportedly consenting to the chemical test. The officer gave Defendant an "incentive" to submit to the state-administered chemical test. Defendant was advised that a refusal of the state-administered chemical test could be used against Defendant and is, therefore, not protected as post-arrest interrogation response for the purposes of Miranda. Defendant was not informed of the admissibility of the results of the state-administrated chemical test results. The officer's coercion of Defendant prevented defendant from freely and voluntarily giving consent, which is in violation of Defendant's constitutional guarantees under the Georgia and United States Constitutions and O.C.G.A. § 17-5-30. Williams.

-11-

On the date and time referenced above, the Defendant's person and vehicle were searched by law enforcement officers without warrant, consent, exigent circumstances or other legal justification. All evidence obtained as a result of the illegal and improper search of the Defendant's person and vehicle should be suppressed as it was obtained in violation Georgia and U.S. Constitutions.

-12-

Defendant seeks to suppress the results of the State administered chemical test because consent garnered pursuant to the Implied Consent Warning is not valid consent for the purposes of the Fourth Amendment of the United States Constitution or Art. I, Sec. I, Par XII of the

Georgia Constitution. The State's attempt to secure a Fourth Amendment waiver or consent to search after the Defendant was informed that Defendant was being charged with DUI constituted a custodial interrogation and thus was subject to Miranda. Defendant was required to present evidence against herself to avoid a license suspension and to comply with the warning that Georgia law required her to provide this evidence. This was a violation of Defendant's constitutional guarantees under the Georgia and United States Constitutions and O.C.G.A. §17-5-30. Williams.

-13-

Defendant seeks to suppress the results of the State administered chemical test because no emergency existed that prevented or made it impractical to obtain a search warrant. There is no evidence that obtaining a search warrant would have substantially impaired the ability of the State to obtain a breath, blood, or urine sample from the Defendant. As a result, the failure to obtain a search warrant violated Defendant's constitutional guarantees under the Georgia and United States Constitutions and O.C.G.A. § 17-5-30. Williams.

-14-

In each instance where suppression is sought, the Court should consider Defendant's request for relief under the stated constitutional ground, or, in the alternative, under the statutory suppression provision shown therein where appropriate. In addition, these motions may be considered to motions in limine. State v. Johnston, 249 Ga. 413, 414 (3), 291 S.E. 2d 543 (1982); Smith v. State, 185 GA. App. 531 (2), 364 S.E. 2d 907 (1988).

WHEREFORE, Defendant requests:

- (a) That the Court conduct a hearing prior to trial to inquire into these matters;

(b) That the State be required to provide all requested discovery materials (filed before this motion) insofar as any of the requested discovery materials pertains to this motion. Defendant requests that such data be supplied to her counsel at least 10 days prior to the hearing date, so that counsel for Defendant may organize said evidence to support the motion to suppress; and

(c) That all illegally obtained evidence as enumerated above be suppressed.

Respectfully submitted this _____ day of _____, 2020.

KIDD, CATO, EASOM, & ROQUEMORE

BY:

DOUGLAS T. KIDD
GA BAR NO. 124770

ATTORNEY FOR DEFENDANT

P.O. Box _____
Griffin, GA 30224
Phone: _____
Fax: _____
douglas.terry.kidd@gmail.com

Client Satisfaction Survey

In an effort to improve our business, we would appreciate it if you would take a few minutes to give us your feedback based on your experience with our firm. If you prefer to remain anonymous, we can provide you with a self-addressed envelope so you can complete the survey in privacy. If you'd like to share your feedback with your lawyer in person or in a telephone conversation, we'd be happy to set a time for you to do so.

1. Overall, how satisfied were you with our firm's communication with you?
(1 means not satisfied at all and 5 means extremely satisfied.)

Circle one: 1 2 3 4 5

FEEDBACK: _____

2. How satisfied were you with the outcome of your case?

Circle one: 1 2 3 4 5

FEEDBACK: _____

3. Are you likely to refer us to a friend?

Circle one: YES or NO

FEEDBACK: _____

4. Based on your experience with us, what would you say are the strengths of our firm?

FEEDBACK: _____

5. Based on your experience with us, what would you say are the weaknesses of our firm?

FEEDBACK: _____





SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

For
Indigent Defense in State and Juvenile Court of Spalding County

ISSUE DATE: MAY 8, 2020

BID DUE DATE: Friday, MAY 22, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Thursday May 21, 2020 at 2:00 PM (EST).

All spaces below are to be filled in and the BID FORM must be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: Kidd, Cato, Eason & Roquemore
Contact Name: Doug Kidd
Address: 833 Grogan Street, P.O. Box 628, Lenoir, GA 30553
Telephone: 706-356-1778
Fax: 706-356-1805
Email: douglas.terry.kidd@gmail.com

STATE OF Georgia

COUNTY OF Franklin

Personally, appeared before me, the undersigned, Doug Kidd,
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this 15th day of May, 2020.

BY: [Signature]

Printed Name: Doug Kidd

Title: President

Contractor: Kidd, Gato, Eason & Associates

Address: PO Box 628

Lavonia, GA 30553

Phone: 706-356-1778

Email: douglas.terry.kidd@gmail.com

Sworn to and subscribed before me
this 15 day of May, 2020.

[Signature]
Notary Public
My commission expires: 2-27-21



GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter "Contractor") verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Spalding County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor's receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

Federal Work Authorization
User Identification Number

Kidd, Cato, Enson & Roquemore
Name of Contractor

Indigent Defense
Name of County Project

May 15, 2020
Date Affidavit Executed

Date of Authorization for Federal Work
Authorization User Identification Number

[Signature]
Signature of Authorized Officer or Agent

Doug Kidd
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent

Subscribed and sworn before me on this 15
day of May, 2020 in
Canton [city], GA [state].

Sandra E. Kidd
NOTARY PUBLIC
My Commission Expires 2-27-21



NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver's license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).

Updated 12/15/14

BRADLEY D. MOODY, ATTORNEY AT LAW, LLC

PROPOSAL FOR SERVICES

For Indigent Defense in State and Juvenile Court of Spalding County,

Bid 2020-00104

Contractor: Bradley D. Moody, Attorney at Law, LLC

Principal Owner: Bradley D. Moody

Address: 320 Corporate Center Court, Stockbridge, GA 30281 (subject to award of contract)

OVERVIEW

Bradley D. Moody, Attorney at Law, LLC is pleased to submit this proposal for services to support the underserved citizens and visitors of Spalding County. This proposal will allow Spalding County to achieve its goal of providing quality, professional representation to the community's indigent citizens and visitors with cases before the State and Juvenile Courts. Bradley D. Moody, Attorney at Law, LLC shall endeavor to promote understanding and amicable relations with the citizens and the public. We will be available and ready to assist our clients throughout the entire legal process. We will satisfy all requirements of the position and ensure compliance with the standards set for indigent defense counsel and criminal defense counsel in general thru training and transparency.

The Objective

- Need #1: Lower the cost for Spalding County to provide for indigent defense.
- Need #2: Provide quality, professional representation to indigent citizens and visitors.
- Need #3: Be available and transparent with inquiries into the legal process.

The Solution

- Proposal #1: Perform the service for a cost of \$325,000.00 per annum with Bradley D. Moody, Attorney at Law, LLC having the renewal option for up to two (2) years.
- Proposal #2: Dedicate four (4) experienced criminal defense attorneys to Spalding County
- Proposal #3: Operate an office in Griffin with a dedicated, experienced paralegal to handle the everyday dealings of the office and coordinate with the attorneys, clients, courts, and County.

OUR PROPOSAL

Bradley D. Moody, Attorney at Law, LLC is a full-service criminal defense firm that has been operating for more than a year. However, the owner and lead attorney, Bradley D. Moody, has been a practicing defense attorney since November 2010. The Butts County native has significant ties to Griffin and Spalding County. His brother is Coach Mickey Moody who formerly taught and coached baseball and football at both Spalding County and Griffin High Schools. His late father, Art Moody, was a pharmacist at Spalding Regional Hospital and Wynn's Pharmacy for decades. Mr. Moody presently resides in Stockbridge, GA with his wife (Jessica) and their two (2) children, Ella (age 5) and Maksym (age 2). Mr. Moody has practiced all over the state and represented his clients very well. He provides a strong yet approachable presence in court. He possesses a down-home demeanor that relates very well to the rural community.

During his decade-long career as a defense attorney, Mr. Moody has represented hundreds of clients in matters ranging from ordinance violations to murder. Mr. Moody has a tremendous reputation as trial lawyer and a success record to back up the reputation. Apart from his private practice, Mr. Moody has worked in public service throughout his career. Mr. Moody began his legal career as an assistant district attorney in the Towaliga Judicial Circuit. Since 2018, Mr. Moody has held a contract with the Georgia Public Defenders Council (GPDC) handling conflict indigent defense in the Flint and Towaliga Circuits. As part of the contract, Mr. Moody is assigned cases in Superior, State, Probate, and Juvenile Courts when a conflict arises. This contract has been instrumental in inspiring Mr. Moody to seek this position to further assist our community's poorest and most needy in what is in many circumstances, the lowest point in his or her life. The legal system can be very daunting, but Mr. Moody aspires to provide the client peace of mind by being responsible and providing quality and professional representation.

The team at Bradley D. Moody, Attorney at Law, LLC is comprised of the following:

- Attorney Darryl Scott, a Henry County native, has been in practice since 2011. Mr. Scott resides in Forsyth, GA with his wife, Ashley, and their three (3) children. Mr. Scott is quite familiar with Spalding County as his uncle, Jesse Bradley, served as school superintendent for many years. Mr. Scott practices criminal defense along with plaintiff's litigation in personal injury, medical malpractice, and workers compensation. Mr. Scott cut his teeth in the legal community under Matthew Tucker by handling federal civil rights and 1983 cases before venturing out on his own and teaming up with Mr. Moody.
- Attorney Joanna Hobgood, a Clayton County native, has been in practice since 2014. Ms. Hobgood resides in Riverdale, GA with her husband, David, and their two (2) daughters. Ms. Hobgood practices criminal defense exclusively. She is the daughter of Joe Arthur

who pastors the Harvest Tabernacle in Jonesboro, GA. She was put to the fire practicing under Ricky Morris before joining the team at Bradley D. Moody. Since joining, Ms. Hobgood has worked extensively with indigent clients under the GPDC contract held by Mr. Moody.

- Attorney James Boles, a Henry County native, has been in practice since 2016. Mr. Boles resides in Atlanta, GA with his wife, Leslie. Mr. Boles practices criminal defense along with some domestic and plaintiff's litigation. Mr. Boles teamed up with Bradley D. Moody directly from law school. Since joining, Mr. Boles has worked extensively with indigent clients under the GPDC contract held by Mr. Moody.
- Paralegal/Office Manager Jeremey Durham, a Fayette County native, has managed Bradley D. Moody, Attorney at Law, LLC since its creation. Previously, Mr. Durham worked as a paralegal for both Mr. Moody and Mr. Scott. Mr. Durham has extensive experience in client management having handled all cases from appointment to closure under the GPDC contract held by Mr. Moody. Mr. Durham will be the office manager at the Griffin office.
- Legal Assistant Tiffany Wilkins, a Henry County native, has ran the day-to-day operations for Mr. Scott since 2019. She is an experienced assistant with a great attitude and demeanor. She has built cases from the ground to completion and is a strong asset to the team.
- Paralegal Brianna Young, a Henry County native, came to Bradley D. Moody, Attorney at Law, LLC as an intern in 2017. She showed great promise and skill leading to her being asked to remain a part of the team. She, like Mr. Durham, has handled cases from appointment to closure under the GPDC contract held by Mr. Moody. She would remain in the Stockbridge office assuming a larger role after the opening of the Griffin office.

No member of our team, or our team as an entity, has any pending lawsuits in which he, she, or it is a named party. Further, we have no information regarding any potential claims or suits.

Execution Strategy

Bradley D. Moody, Attorney at Law, LLC has the experience and staff to handle all cases assigned by Spalding County. Mr. Moody has secured commitments from insurance to meet the requirements set forth in the conditions for seeking this contract. Further, Mr. Moody has secured a commitment for office space in Griffin. The documentation of these commitments is enclosed as part of this proposal. Upon an award of this contract, Bradley D. Moody, Attorney at Law, LLC will immediately act upon these commitments and begin operation. The Griffin office will open and commence operation at least a week prior to the contract start date.

The team is committed to providing the absolute finest representation to the indigent citizens and visitors of Spalding County throughout the legal process. Under Mr. Moody's present contract with GPDC, the team has developed a methodical approach to processing files commencing

upon assignment of the case. Our approach begins by filing an entry of appearance and standard motions within 24 hours of appointment. Then a client meeting is set within 48 hours of appointment. We learn the details of the client and the case. Thereafter, we investigate the case independently and in cooperation with the State in order to devise a defense strategy. Finally, we work to resolve the case in our clients' best interests through negotiations or trial depending upon the clients' unique needs.

In executing the process, conflicts between clients will certainly arise. However, our team is able to reduce that number as well as lower the costs associated with paying for conflict counsel. Given the nature of the cases and learning the number of conflicts assigned last year, our team estimates that the costs associated with such will be minimal compared to the overall value of our service. Further, we have developed a plan for handling assignment and payment of conflict counsel modeled after the plans implemented in Henry and Clayton Counties. Essentially, our plan would be to devote an amount of money to a separate account handled by the Court. The Court should assemble a list of attorneys willing to take conflict cases and then assign those cases off of that list. Once assigned, the attorney would be responsible for meeting the requirements and submitting the enclosed invoice for payment. The payment scale is predetermined and competitive to what appointed cases pay around the state. This method will save the County money and insure proper handling of conflict cases.

Our team strives to meet our clients' needs and exceed his or her expectations. As such, we have developed a feedback system. We will encourage our clients to fill out our intake questionnaire to detail their expectations. At the conclusion of the case, we will encourage our clients to fill out our exit questionnaire. This process will enable us to tailor our approach as well as gain greater insight into our clients as a whole. The legal process is tough especially when encountering criminal charges and juvenile deprivation proceedings. We have found that many clients have unreasonable expectations of the system and the role of the attorney. By having them complete the intake questionnaire, our team learns what the client wants. We can then attempt to educate the client on the system and temper his or her expectations. We will also use this information in crafting a defense strategy and advise the client on actions he or she should take to assist us in achieving his or her goal. In completing the exit questionnaire, our team will learn where we can improve. We can learn how the client perceives the system as a whole and how our team can better guide a client. Many attorneys would be weary of granting a client an open forum for airing his or her grievances against a professional. This fear is valid given the ability to bring malpractice suits and claims of ineffective assistance of counsel. Suits and claims raise premiums for professional insurance and greatly diminish an attorney's reputation. Despite these legitimate concerns, our team strives to care for the client. These questionnaires are essential to that process. The more we learn about our clients and their unique circumstances, the better we can hone our technique and approach to assist our clients. Our clients are our priority. By making the client the priority, the client feels better even when things didn't go as

he or she planned. This, in turn, improves our reputation and standing in the legal community and in the community as a whole.

PRICING

The following table provides details of what Bradley D. Moody, Attorney at Law, LLC bases the final amount:

Employee Wages	Price
Attorney wages with benefits	\$192,800.00
Staff with benefits	\$100,000.00
Conflict attorney allotment	\$25,000.00*
Total wages with benefits	\$317,800.00
Office Costs	
Rent and Utilities	\$10,500.00
Insurance (business related)	\$1,400.00
Office Supplies, equipment, and mailing	\$16,000.00
Training	\$2,500.00
Total Office Costs	\$32,200.00
Total	\$350,000.00

*Money not paid to Bradley D. Moody, Attorney at Law, LLC but held in an account managed by the Court for paying assigned conflict attorneys.

Key Differences in Our Proposal

- Bradley D. Moody, Attorney at Law, LLC has an earned reputation of exceptional service in the profession.
- Our team will insure compliance with state and federal law in handling indigent clients.
- Our team is efficient, transparent, and motivated.
- Our proposal provides a definite road map for navigating obstacles that will be encountered under the contract.

REFERENCES

Bradley D. Moody, Attorney at Law, LLC has continually proven itself as a leader in the profession. Accordingly, we provide the following professional references who can verify our earned reputation:

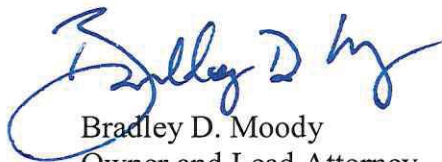
- Marie Broder, District Attorney, Griffin Judicial Circuit
 - One Center Drive, Fayetteville, GA 30214
 - Office: (770) 716-4250
 - Email: mbroder@pacga.org
- Pandora Palmer, Judge, Henry County State Court
 - 44 John Frank Ward Parkway, McDonough, GA 30253
 - Office: (770) 288-7367
 - Email: ppalmer@co.henry.ga.us
- Suesan Miller, Partner, Miller & Key, P.C.
 - 80 Macon Street, McDonough, GA 30253
 - Office: (770) 629-0004
 - Email: suesan@millerandkeylaw.com

CONCLUSION

We look forward to serving the underserved citizens and visitors of Spalding County. We are confident that we can meet the challenges ahead and exceed your expectations by providing for exceptional representation while saving Spalding County money.

If you have questions on this proposal, feel free to contact Bradley D. Moody at your convenience by email at bdmooddy7@gmail.com or by phone at (404) 597-6219. We look forward to a follow-up interview to further discuss our proposal and hopefully finalize a deal.

Thank you for your consideration,



Bradley D. Moody
Owner and Lead Attorney

Bradley D. Moody

HOME:

125 Windsong Drive
Stockbridge, GA 30281
(404) 597-6219
Bdmood7@gmail.com

OFFICE:

320 Corporate Center Court
Stockbridge, GA 30281
(770) 474-5646
Bdmood7@gmail.com

- SUMMARY:**
- Owner and lead attorney of Bradley D. Moody, Attorney at Law, LLC
 - Associate with Lee Sexton & Associates, P.C.
 - Internship under 3rd Year Practice Act at Towaliga Circuit District Attorney.
 - Valdosta State University Dean's List 2005-2007.

- EDUCATION:**
- Juris Doctorate, May 2010**
Atlanta's John Marshall Law School, Atlanta, GA.
GPA of 3.12 on a 4.0 scale. Top 10 percentile.

Bachelor of Arts in Criminal Justice, July 2007
Valdosta State University, Valdosta, GA
Graduated Magna Cum Laude with a GPA of 3.93 on a 4.0 scale

- EXPERIENCE:**
- Owner, Lead Attorney, Bradley D. Moody, Attorney at Law, LLC, January 2019-Present**
- Associate, Lee Sexton & Associates, P.C., November 2010- Present.**
- Handle everyday activities of being an attorney in a small firm.
 - Practice in primarily criminal defense and juvenile criminal defense.
 - Conducted multiple jury trials with a near perfect success rate.
 - Participated in multiple capital trials including four murder trials as first chair.
 - Practiced in counties all over the state. Primary practice counties include Metro Atlanta, Towaliga Circuit, Griffin Circuit, and Flint Circuit.
 - Sworn into Superior Courts of GA, GA Court of Appeals, GA Supreme Court, Northern District of GA, and 11th Circuit Court of Appeals.

Intern under 3rd Year Practice Act, May 2009-October 2010.
Towaliga Circuit District Attorney, Jackson, GA

- Actively participated in case preparation, presentation, and trial.
- Wrote appellate briefs, including one to the Georgia Supreme Court.
- Statutory and case law research, application, and interpretation.

- ACTIVITIES:**
- Georgia Association of Criminal Defense Lawyers 2010-Present (Area Vice President 2015-2020).
 - Valdosta State University Baseball 2005-2006.
 - Valdosta State University Debate and Forensics 2005-2007.
 - Several Honor Societies, 2004-Present, including:
 - Alpha Phi Sigma, Alpha Chi, Phi Kappa Phi, Alpha Lambda Delta, and National Society for Collegiate Scholars.

James Darryl Boles, Jr.
LAW OFFICE OF JAMES D. BOLES, LLC.
320 Corporate Center Court
Stockbridge, Georgia 30281
P: 770-474-5646 F: 770-474-5553
jamesdboles@gmail.com
GA Bar No. 576977

EDUCATION

ATLANTA'S JOHN MARSHALL LAW SCHOOL

JURIS DOCTORATE, MAY 2016

- Public Interest Law Society
- Trial Competition Team
- Phi Alpha Delta Law Fraternity

Kennesaw State University, College of Arts and Sciences

B.S., POLITICAL SCIENCE, CUM LAUDE, MAY 2013

- Golden Key International Honor Society
- *Mock Trial Team*

LEGAL WORK EXPERIENCE

THE LAW OFFICE OF JAMES D. BOLES, LLC

STOCKBRIDGE, GA

SOLE PROPRIETOR

FEBRUARY 2016 - PRESENT

- Felony Case Work
 - Arraignment, Probable Cause and Bond Hearings for Aggravated Assault, Armed Robbery, Burglary, Child Molestation, Drug Charges Ranging From Trafficking to Possession, and Other Felony Charges
- Misdemeanor Case Work
 - Arraignment, Bond Hearings, Suppression Hearings, Pleas and Trial For DUI, Fleeing And Eluding, False Statements, Possession Of Marijuana, Battery, Family Violence and Other Misdemeanor Charges
- Felony and Misdemeanor Violation Of Probation Hearings
- Represented Clients Entering Guilty Pleas, First Offender And Alford Pleas
- School Disciplinary Hearings and Juvenile Charges From Arraignment to Disposition
- Divorce And Child Custody Case Proceedings Including Mediation And Hearings
- Drafted Estate Plans and Probated Wills
- Drafted Demand Letters and Complaints for Various Civil Matters

OF COUNSEL TO BRADLEY MOODY

FLINT AND TOWALIGA CIRCUIT

APPOINTED CONFLICT DEFENSE

JANUARY 2018 - PRESENT

- Indigent Defense of Felony Criminal Cases
- Probable Cause and Bond Hearings
- Arraignment, Motions Hearings including Suppressions, Immunity and 404(b)
- Probation Violation Hearings
- Pleas and Trial

THE LOTTI LAW FIRM, LLC
STOCKBRIDGE, GA

LEGAL INTERN

MAY 2012 - DECEMBER 2016

- Case Law Briefing
- Drafting Entries, Settlements and Orders
- Maintain Professional Client Relations
- Administrative Duties in Court and Trial

NON-LEGAL WORK EXPERIENCE

TASTEFULLY YOURS CATERING

ATLANTA, GA

OFFICE ADMINISTRATOR

NOVEMBER 2011 - JULY 2013

- Marketing Development
- Accounting and QuickBooks Invoicing
- Client Communication

GAINESVILLE STATE COLLEGE

ATHENS, GA

STUDENT HELP DESK

AUGUST 2008 - JUNE 2010

- Information Technology Service
- Student Schedule Assistance

Darryl L. Scott

320 Corporate Center Court
Stockbridge, GA 30281
Office: (770) 474-5646; Cell (770) 846- 1121
Darryl@dscottlawoffice.com

EDUCATION

John Marshall Law School

Atlanta, Georgia

Juris Doctor

May 2011

- Class Standing: 11 out of 124
- Law Review Member: Articles Section
- CALI Award Winner: LWRA I & LWRA II

Anderson University

Anderson, South Carolina

Double Major: *Bachelors of Science in Accounting
and Business Administration/Management* : G.P.A.: 3.3/4.0

May 2006

Activities

- NCAA Division II Wrestling: Nationally Ranked Top 10 in 2005 and 2006
 - Anderson University Business Club: Treasurer
-

EMPLOYMENT

Law Office of Darryl L. Scott, LLC

Stockbridge, Georgia

Owner/Operator

March 2013-Present

- Began practicing with an excellent group of attorneys including Lee Sexton, Brad Moody, Vincent Lotti, James Boles and Joanna Hobgood
- Have handled and brought to a successful resolution numerous complex civil cases including federal Civil Rights claims under Section 1983, medical malpractice, wrongful death, catastrophic injuries and other serious injury case.
- Continued to develop trial advocacy skills via numerous jury trials, hearings and depositions and have also continued to develop my appellate advocacy skills having won multiple appeals in the 11th Cir. Court of Appeals
- Developed strong business management skills

Tucker and Associates Law Firm

Jonesboro, Georgia

Associate Attorney

May 2010- Feb 2013

- Worked approximately six months as a law clerk doing primarily legal research and writing until beginning criminal defense practice under the third year practice act.
- Joined as an associate attorney when I joined the bar in early 2012. I then began handling all types of criminal matters from start to finish including arraignments, bond hearings, evidentiary motions, bench trials and jury trials.
- Participated in several federal criminal trials setting second chair, which allowed me to gain valuable experience not only in trial practice but also in legal research and writing.
- Handled all personal injury matters for the firm from start to finish.

Law Office of W. Bryant Green, III, P.C

Law Clerk

Atlanta, Georgia

December 2008- August 2009

- Draft memoranda, briefs, and pleadings in areas of personal injury, medical malpractice, business law, and divorce law
-

PERSONAL LIFE/INTERESTs

- Married with three children
- ATVs riding and fast cars
- Mixed Martial Artist with Black Belt in Brazilian Jui-Jitsu
- Fitness and outdoor activities in general

Joanna Arthur Hobgood, Esq.
Georgia Bar No.: 691241
The Law Office of Joanna Hobgood, LLC
320 Corporate Center Court, Stockbridge, GA 30281
joannaarthuresq@gmail.com
Phone: 770-474-5646
Fax: 770-474-5553

EDUCATION

WALTER F. GEORGE SCHOOL OF LAW AT MERCER UNIVERSITY

JURIS DOCTORATE, MAY 2014

- Association of Women Lawyers
- Christian Legal Society
- Student Bar Association

Clayton State University, College of Arts and Sciences

B.A., HISTORY, CUM LAUDE, MAY 2011

Honors

- Golden Key International Honor Society
- *Phi Alpha Theta, Alpha Nu Si* Chapter- Historical Honor Society

LEGAL WORK EXPERIENCE

THE LAW OFFICE OF JOANNA HOBGOOD, LLC

STOCKBRIDGE, GA

SOLE PROPRIETOR

FEBRUARY 2016-PRESENT

- Represented clients on felony charges from Arraignment to Trial
 - Murder, Felony Murder, Aggravated Assault, Armed Robbery, Robbery, Child Molestation, drug cases from Trafficking to Possession, and other felony charges
- Felony case trials
 - Murder, Felony Murder, Aggravated Assault, Armed Robbery, Robbery, Child Molestation, drug cases from Trafficking to Possession, and other felony charges
- Represented clients at Preliminary Hearings on felony criminal matters
 - Murder, Felony Murder, Aggravated Assault, Armed Robbery, Robbery, Child Molestation, drug cases from Trafficking to Possession, and other felony charges
- Represented clients on misdemeanor charges from Arraignment to Trial
 - DUI, Fleeing and Eluding, False Statements, Possession of Marijuana less than one ounce, and other misdemeanor charges.
- Tried various misdemeanor cases
 - DUI, Fleeing and Eluding, False Statements, Possession of Marijuana less than one ounce, and other misdemeanor charges.
- Negotiated multiple Nolle Prosequi Orders
- Represented clients facing juvenile charges from Arraignment to Trial
- Represented client during school disciplinary hearings
- Argued Motions for Bond
- Argued Motions to Suppress
- Represented clients at Violation of Probation Hearings
- Represented clients entering guilty pleas
- Represented clients in child custody proceedings
- Represented clients in divorce proceedings
- Represented clients in various probate matters from Probate of Wills to Temporary Guardianship of Minors

- Drafted Wills, Powers of Attorney, and Health Care Directives for clients
- Drafted demand letters and complaints for various civil matters
- Settled various civil matters

RICKY W. MORRIS, JR., P.C.

LEGAL INTERN AND ASSOCIATE

MCDONOUGH, GA

AUGUST 2014-JANUARY 2016

- Drafted various motions in the criminal law field
- Represented clients at hearings
- Represented clients while entering guilty pleas
- Attended and assisted at Federal Debriefing of a client
- Interviewed new clients and day to day client correspondence
- Participated in Billing Clients

GIBBS LAW FIRM, P.A.

LEGAL INTERN

BARTONVILLE, TX

MAY 2013-JULY 2013

- Researched and drafted briefs, pleadings, and other correspondence
- Conducted legal research and drafted briefs on various issues
- Co-Drafted an Amicus Brief to The Supreme Court
- Interviewed new clients and day to day client correspondence
- Organized an intake system for wills and testamentary issues
- Drafted wills and trust
- Attended and assisted in a family law child relocation hearing

GIBBS LAW FIRM, P.A.

LEGAL INTERN

SEMINOLE, FL

MAY 2012-JULY 2012

- Updated and edited a legal publication
- Drafted memos on various issues including employment liability
- Conducted legal research on various constitutional and office management issues
- Drafted an article for *The Legal Alert* on National Federation of Independent Business et. al. v. Sebelius Secretary of Health and Human Services, et. al. and Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC

NON-LEGAL WORK EXPERIENCE

DEAL FOR GOVERNOR

VOLUNTEER

ATLANTA, GA

AUGUST 2010-NOVEMBER 2010

- Called constituents
- Compiled and mailed various correspondences with donors

**IN THE STATE COURT OF SPALDING COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA, :
 :
VS. : CASE NO. _____
 : DATE OF ARREST: _____
 : CHARGE(S): _____
_____, :
 :
Defendant. : _____

Judge: _____ Bond Set: _____

Sentence: _____

Date and Charges: (Circle Amount)	Date	Amount
1. Dismissal in Magistrate Court	_____	\$250.00
2. Administrative Dismissal (State Court)	_____	\$250.00
3. Plea/Sentencing	_____	\$300.00
4. Commitment Hearing/Plea/Sentencing	_____	\$350.00
5. Nolle Prosequi at Arraignment	_____	\$350.00
6. Bench Warrant	_____	\$300.00
7. Bench Warrant (3 or more appearances)	_____	\$350.00
8. Pre-trial Intervention	_____	\$300.00
9. Pre-trial Intervention (post arraignment)	_____	\$350.00
10. Withdrawal	_____	\$300.00
11. Withdrawal (3 or more appearances)	_____	\$350.00
12. Probation Revocation	_____	\$150.00
13. Extradition	_____	\$100.00
14. Bench Trial	_____	\$400.00
15. Jury Trial	_____	\$500.00

I certify that the foregoing information is true and correct and that no other payment has been requested or received and no other promise of payment has been requested or accepted for representing the above Defendant.

Date

Name:
Attorney for Defendant
Georgia Bar No. _____

Approved

Date

Date to A/P

NAME: _____ **DOB:** _____

ADDRESS: _____

LENGTH OF TIME AT ADDRESS: _____ **PHONE:** _____

CONTACT PERSON: _____ **PHONE:** _____

EMAIL: _____

CHARGES: _____

JURISDICTION: _____

ARREST DATE: _____ **COURT DATE:** _____

BOND AMOUNT: _____ **BONDSMAN:** _____

CRIMINAL HISTORY (LIST ALL PREVIOUS CONVICTIONS BY YEAR, COUNTY, AND CHARGE):

DO YOU HAVE ANY OTHER PENDING CHARGES? IF SO, CHARGE AND WHERE:

ARE YOU ON PROBATION? IF YES, PLEASE LIST WHAT COUNTY, WHAT YOU WERE CONVICTED OF, HOW MUCH TIME YOU HAVE REMAING, NAME OF PROBATION OFFICER, AND CONTACT NUMBER IF KNOWN:

HIGHEST GRADE LEVEL COMPLETED: _____

ARE YOU EMPLOYED? IF YES, NAME OF COMPANY AND BOSS' NAME AND #:

WHERE DOES YOUR FAMILY LIVE? LOCAL? IF NO, WHERE?:

**HAVE YOU EVER BEEN DIAGNOSED WITH A MENTAL ILLNESS? IF SO,
DIAGNOSIS AND ARE YOU PRESCRIBED MEDICATION?:**

**WERE YOU EVER IN THE MILITARY? IF SO, WHAT BRANCH AND WHAT WERE
YOUR YEARS OF SERVICE?:** _____

CIRCUMSTANCES OF CHARGE:

INTAKE QUESTIONNAIRE: **CLIENT NAME:** _____

HOW LONG WERE YOU IN JAIL? _____

IS THIS YOUR FIRST ARREST? IF NO, HOW MANY TIMES HAVE YOU BEEN ARRESTED? _____

ARRESTING AGENCY: _____ **ARRESTING OFFICER:** _____

HAVE YOU EVER HAD DEALINGS WITH THE ARRESTING OFFICER OR ARRESTING AGENCY BEFORE? IF SO, WHEN AND HOW MANY TIMES?

HAVE YOU EVER APPEARED BEFORE THIS COURT? IF SO, HOW MANY TIMES?

HAVE YOU EVER BEEN ON PROBATION? IF SO, HOW MANY TIMES AND FOR LONG EACH TIME? _____

HAVE YOU EVER BEEN REPRESENTED BY BRADLEY D. MOODY OR ANY OTHER ATTORNEY IN THE FIRM? IF SO, HOW MANY TIMES, WHEN, AND FOR WHAT? _____

HOW WERE YOU CONTACTED BY OUR FIRM AND ON WHAT DATE?

WHAT IS YOUR IDEAL OUTCOME FOR YOUR CASE?

WHAT IS THE MINIMUM YOU ARE WILLING TO ACCEPT IN YOUR CASE?

WHAT ARE YOUR EXPECTATIONS FOR CONTACT WITH OUR FIRM?

HOW LONG DO YOU EXPECT YOUR CASE WILL LAST? _____

DO YOU HAVE ANY QUESTIONS OR CONCERNS THAT HAVE NOT BEEN ADDRESSED? _____

IS THERE ANYTHING ELSE WE SHOULD KNOW ABOUT YOU OR YOUR CASE?

EXIT QUESTIONNAIRE: **CLIENT NAME:** _____

HOW LONG DID YOUR CASE LAST FROM START TO FINISH? _____

WHAT WAS THE OUTCOME OF YOUR CASE? _____

WERE YOU SENTENCED? IF SO, WHAT WAS THE SENTENCE? JAIL, PROBATION, FINE, A COMBINATION, OR NONE? PLEASE DETAIL:

HOW WOULD YOU RATE THE POLICE OFFICER?	1	2	3	4	5
HOW WOULD YOU RATE THE PROSECUTOR?	1	2	3	4	5
HOW WOULD YOU RATE THE COURT ROOM?	1	2	3	4	5
HOW WOULD YOU RATE THE JUDGE?	1	2	3	4	5
HOW WOULD YOU RATE YOUR ATTORNEY?	1	2	3	4	5

DO YOU FEEL YOUR ATTORNEY DID HIS/HER JOB? _____

DO YOU FEEL YOUR ATTORNEY WAS PREPARED? _____

DO YOU FEEL YOU HAD ENOUGH CONTACT WITH YOUR ATTORNEY? _____

DID YOUR ATTORNEY MEET YOUR EXPECTATIONS? _____

DID YOUR ATTORNEY ADVISE YOU ON YOUR BEST INTERESTS AND WHAT STEPS YOU SHOULD TAKE TO ASSIST? _____

DID YOU TAKE HIS/HER ADVICE? _____

OVERALL, WERE YOU SATISFIED WITH YOUR ATTORNEY? _____

WHAT, IF ANYTHING, DO YOU WISH YOUR ATTORNEY HAD DONE THAT HE/SHE DIDN'T DO? _____

WOULD YOU RECOMMEND YOUR ATTORNEY TO SOMEONE IN NEED OF AN ATTORNEY? _____

DO YOU HAVE ANY QUESTIONS, COMMENTS, OR CONCERNS FOR YOUR ATTORNEY THAT HAVE NOT BEEN ADDRESSED? _____



Bradley Moody <bdmood7@gmail.com>

228 E Poplar Street

1 message

Kathleen St. Germain <kathleen@taylormakingyourdream.com>

Thu, May 21, 2020 at 1:30 PM

To: bdmood7@gmail.com

Dear Mr. Moody

Thank You for your interest in our commercial leasing property . This letter is to confirm that 228 E Poplar Street Griffin Ga is a commercial office space and is currently available for lease with an available move in date of June 1st 2020 or later. We look forward to adding you to our commercial family. This building is zone for commercial office use.

Please feel free to contact me if you have any additional questions or concerns.

--

Warm Regards,

Kathleen St. Germain

Senior Property Manager

Cell: (470) 331-6065 | (770) 406-6614 | kathleen@taylormakingyourdream.com

Taylor Made Property Management 3645 Market Place Blvd Suite-130-618 East Point, GA 30344

Bradley D. Moody, Attorney at Law, LLC

Thank you for providing biBERK the opportunity to quote your professional liability insurance. Our mission is to protect your business so you have the peace of mind to do what you do best.

Professional Liability Quote: 2090988

\$136.60

10 monthly payments

Policy Start Date 07/01/2020 Coverage for one year.

Quote is valid for 10 days from the policy start date.

COVERAGES

🕒 Professional Liability

DEDUCTIBLE

Per Occurrence \$1,000

LIMITS

Per Occurrence \$2,000,000

Aggregate \$2,000,000

Questions?

Your licensed team is here to help.



expert@biberk.com



1-844-472-0967

Why biBERK insurance?

- World's largest A++ rated insurer
- Outstanding customer service
- Online certificates of insurance
- Affordable plans

Customer Reviews

★★★★★ 4.5 / 5

Calculated from customer reviews over the past 12 months.

Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Policy Details of Your Plan

Coverages

Specific events trigger coverage by this policy.

Professional Liability

Professional Liability, also called Errors & Omissions Insurance, covers lawsuits or claims made by your client that your services caused them to suffer financial harm through:

- Mistakes or alleged mistakes on your part (errors)*
- Failure or alleged failure to perform some service (omission)

Common claims for errors and omissions lawsuits include:

- Negligence or misrepresentation
- Violation of good faith and fair dealing
- Wrong advice
- Privacy violations

* Professional Liability Insurance covers the cost of defending a lawsuit even if the lawsuit is groundless.



A BERKSHIRE HATHAWAY COMPANY

1-844-472-0967

Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Benefits

This policy provides specific benefits in the event of a covered loss.

Professional Liability

- \$2,000,000 of coverage for any errors or omissions lawsuit
- \$10,000 of coverage for any disciplinary proceedings regarding a license or certification
- \$500/day up to \$10,000 of coverage if you are sued or disciplined and must make an appearance



Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Deductible

Your deductible per occurrence amount is what you are responsible for before your policy pays for each event that results in a covered loss.

Per Occurrence \$1,000

Limits

The per occurrence limit is the maximum amount paid out for a covered loss resulting from a single event. The limit includes claim expenses such as defense cost.

Per Occurrence \$2,000,000

The aggregate limit is the maximum amount paid out for all covered losses during the policy period. The limit includes claim expenses such as defense cost.

Aggregate \$2,000,000

Premium

The premium is the amount you pay monthly or yearly to purchase this policy.

Monthly \$136.60 10 monthly payments of \$136.60

Yearly \$1,366

Cancellation Policy

You are entitled to cancel your policy at any time with proper notice. However, an early cancellation penalty of no more than 10 percent of the premium for the remaining policy period may apply beginning on the day your policy becomes active. To learn more or cancel your policy, call 1-844-472-0967. Please note that policies cannot be cancelled by voicemail or email. Also be aware that state regulations or policy language may affect cancellation requirements.

Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Why You Need Professional Liability Insurance

Professional Liability insurance is also known as errors and omissions.

Substantiated Lawsuits

Professional Liability Insurance is highly recommended for Lawyers or Legal Services
- Criminal due to the possibility of costly professional services lawsuits in this industry.

Groundless Lawsuits

We provide legal counsel even if a lawsuit is groundless, saving you money and providing peace of mind.*

*SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Your Annual Premium is subject to change after coverage has been bound. Please be aware that the information submitted to us by you is subject to verification via an annual audit in accordance with the terms of your policy.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subject the person to criminal and [NY: Substantial] civil penalties. (Specific language not applicable in CO, FL, HI, MA, NE, OH, OK, OR, TN or VT; in DC, LA, ME, VA and WA, insurance benefits may also be denied).

For full terms and conditions, please visit biberk.com/#/terms-conditions

Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Coverage Details

Your policy should start:

July 1, 2020

You currently do not have a Professional Liability policy.

You have had 0 claim(s) in the last three years.

Your Services

Do you practice in these areas of law?

Criminal

Do you practice in Securities Law (financial transactions)?

No

Have any members of your firm been suspended or disbarred in the past 5 years?

No

Have any members of your firm engaged in mass tort or class action cases in the past 5 years?

No

Would you ever serve as a trustee or executor?

No



A BERKSHIRE HATHAWAY COMPANY

1-844-472-0967

Your Professional Liability Quote: 2090988

Quote Pricing Expires: 07/11/2020

Contact Details

Your name is

Bradley Moody

Your address is:

320 Corporate Center Court Stockbridge, GA 30281

We can contact you at:

bdmoody7@gmail.com

(404) 597-6219





SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

For
Indigent Defense in State and Juvenile Court of Spalding County

ISSUE DATE: MARCH 20, 2020

BID DUE DATE: Friday, April 17, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Friday, April 3, 2020 at 5:00 PM (EST).

All spaces below are to be filled in and the BID FORM must be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: THE JEWKES FIRM, LLC

Contact Name: JORDAN M. JEWKES

Address: 1155 SENDIA RD., STE. 202, TYRONE, GA 30290

Telephone: (770) 771-5130

Fax: (478) 202-7603

Email: jordan@jewkesfirm.com



***Proposal to Provide Indigent
Defense in the State and Juvenile
Courts of Spalding County***

**Board of Commissioners,
Spalding County, Georgia**

May 14, 2020

Submitted by

The Jewkes Firm, LLC
1155 Senoia Rd., Suite 202
Tyrone, GA 30290

Contact: Jordan Jewkes
jordan@jewkesfirm.com
(770) 771-5130 (office)
(478) 202-7603 (fax)

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Attachment A: Resumes of Jordan Jewkes, Drew Case, Terence Malloy, Ava Standard, and Elizabeth Chapman

Attachment B: Affidavit of Acknowledgment and Non-Collusion

Attachment C: Georgia Security & Immigration Compliance Act

I. APPROACH TO LEGAL SERVICES AND FIRM OVERVIEW

The Jewkes Firm, LLC, is pleased to submit this proposal to provide indigent legal defense in the State and Juvenile Courts of Spalding County, as requested by the Board of Commissioners of Spalding County, Georgia.

The Jewkes Firm was founded to provide effective, efficient, and creative legal services to meet the distinctive needs of our clients, particularly trial advocacy. Our philosophy is to provide “small firm” service with “big city” results. We seek to provide advice and representation that allows clients to achieve their goals while minimizing legal risk. Initially organized to represent injured individuals, The Jewkes Firm now represents persons and organizations in multiple trial settings, not just personal injury. We have extensive experience advising and representing clients in all manner of Georgia jurisprudence. The firm maintains an office in Tyrone but anticipates opening and expanding in Griffin and Newnan.

Attorneys on our Indigent Defense Team have diverse experience representing criminal and civil defendants, in addition to a variety of other trial settings.

Jordan Jewkes (Griffin High School, 1997) Prior to founding the Firm, Mr. Jewkes spent several years defending several of Atlanta’s largest corporations, including Perdue Farms, J.B. Hunt, and Home Depot, and represented several of the nation’s largest banks, including Chase and Bank of America. Mr. Jewkes won a national mock trial competition while at Georgia State University College of Law. Since leaving large-firm practice in Atlanta in 2010, Mr. Jewkes has focused on representing individuals on the south side of Atlanta. Since its inception in 2016, The Jewkes Firm has been one of the area’s most successful and rapidly growing law firms. He served as an officer and president of the Fayette County Bar Association from 2013 to 2016. He has successfully tried numerous cases across the State. He has four children.

E. Andrew “Drew” Case Since graduating from Emory Law School in 2015, Mr. Case has served as an Assistant District Attorney in the Coweta Judicial Circuit District Attorney’s Office, in Troup County. In this role, Mr. Case has successfully represented the State’s interest in over 700 felony matters, including murder, rape, and aggravated assault. His focus has been victims of domestic violence and child sexual abuse. He is also an adjunct professor at Clayton State University. While in law school, Mr. Case externed with the Office of the Georgia Attorney General and also clerked in the Juvenile Court in Coweta County. His parents are residents of Griffin. Mr. Case remains involved in high school mock trial and the local bar associations.

Terence Malloy A Marine Corp veteran, Mr. Malloy has nearly 10 years of experience trying criminal cases, both as a public defender in the Griffin Judicial Circuit (Georgia Public Defender Council, contract attorney) and as a prosecutor of misdemeanor offenses in Cobb and Fulton Counties. Mr. Malloy is also an adjunct professor at Clayton State University, where he instructs on Business Law and Ethics. Mr. Malloy is married with several grown children. He remains active in the local bar associations, VFW Posts, and has umpired youth baseball since 2013.

Ava Standard (Griffin High School, 1996) A long-time resident of Griffin, Ms. Standard began her professional career as a molecular geneticist with Piedmont Hospital. After serving as a juror in a criminal trial, Ms. Standard decided to pursue a law degree. She interned with the Public Defender's offices in Henry and Fulton County, gaining valuable insight into indigent defense. In addition to offering passionate representation of her clients at The Jewkes Firm, she continues to provide expertise and DNA consultation services in cases of capital murder, homicide, rape, and aggravated assaults, as well as seminars for legal professionals. She is the mother of two children.

Elizabeth Chapman Attended the University of West Georgia for her undergraduate studies and earned her Juris Doctorate from Atlanta's John Marshall Law School in May of 2020. She will sit for the Georgia Bar Exam in September of 2020. She has worked at The Jewkes Firm since August of 2019.

Our Indigent Defense Team brings together:

- Extensive experience in the practice of criminal law, including both State Court and Juvenile Courts in the south-Atlanta area;
- Extensive experience in litigation, including obtaining multiple verdicts, pleas, and settlements;
- Accountability to the Board of Commissioners on all aspects of indigent defense, including risks, budget, and satisfaction of clients;
- Expertise in litigation, motion practice, and appellate advocacy in state and juvenile courts;
- Extensive experience in leading local organizations, including holding key office positions with local bar associations;
- Proven ability to utilize technology to minimize budget and maximize results and client satisfaction;
- Recognition within the local and legal communities, all members in good standing;
- Extensive experience providing legal representation on behalf of public entities;
- Ability to develop and maintain critical relationships with clients, judges, prosecutors, political bodies, including the Board of Commissioners, other boards and commissions; and
- Proven ability to proactively solve legal issues for clients prior to reaching the litigation stage and to communicate risks and outcomes to clients and oversight committees.

II. PROPOSED LEGAL SERVICES FOR INDIGENT DEFENSE

Although we work as a team, providing a network of legal support for our public sector clients, we are pleased to propose **Drew Case** and **Terence Malloy** as the primary providers of legal counsel services for the Indigent Defense in State and Juvenile Court, as specified in the Board of Commissioners of Spalding County's Request for Proposal. Drew and Terence bring extensive experience in criminal law and procedure as a lead prosecutors and extensive knowledge of the various court systems. Between the two of them, they have tried to verdict numerous felony and misdemeanor cases. It is expected that **Jordan Jewkes**, **Ava Standard**, and **Elizabeth Chapman** will assist in strategy, client communications, hearings, and trials as needed. We have also secured conflict counsel, upon approval of an attorney designated by the County, who is unassociated with The Jewkes Firm to handle cases and matters where there is an actual conflict. The Jewkes Firm reserves the right to hire additional staff and counsel as necessary.

If awarded the bid, we anticipate opening a physical office within the City of Griffin limits and within close proximity to the Spalding County Courthouse. (We have already priced out options and availability for office leases.) We also anticipate immediately hiring at least one office staff / legal assistant from Spalding County to assist our Indigent Defense Team.

A. Accountability

The Jewkes Firm believes in accountability to its stakeholders, including its clients, the taxpayers of Spalding County, and the Board of Commissioners. We believe this allows us to constantly improve our efforts and efficiency and allow us to track and then report on our progress. In the past, The Jewkes Firm has provided its client an opportunity to review our services. These reviews have resulted in over 85 five-star public ratings on Google.

Regarding Indigent Defense services, The Jewkes Firm proposes a similar system. At the conclusion of every case, it is proposed that we offer every client an opportunity to complete a survey with the following questions: 1) Were you satisfied with the services provided by The Jewkes Firm?; 2) Were you able to effectively communicate with your attorney and staff at The Jewkes Firm?; and 3) How can we improve our services? We anticipate sharing the responses to this survey, along with the case results, with Board of Commissioners and collaborating with the Board of Commissioners and other County stakeholders on how to best collect, analyze, and distribute feedback from indigent defendants. The Firm reserves the right to revise their feedback collection system as necessary.

In addition, it is anticipated that **Jordan Jewkes**, **Terence Malloy**, and/or **Drew Case** will be available to attend regular meetings of the Board of Commissioners as well as meetings of other County stakeholders and be available to report on new cases, disposition of cases, case results, trials, etc.

III. PROPOSED FEES

The Firm will charge a flat fee to cover all services and expenses, as outlined in the Request for Proposal of the Spalding County Board of Commissioners, in the amount of Four Hundred Eighty-Nine Thousand (\$489,000.00) per fiscal year

You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The Firm reserves the right to withdraw from the representation for failure of the County to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this Proposal, or for any other reason permitted by the applicable Rules of Professional Conduct.

IV. REFERENCES

Hon. Christopher C. Edwards
Chief Judge, Superior Court
Griffin Judicial Circuit
Fayette County Justice Courthouse
1 Center Drive
Fayetteville, GA 30214
(770) 716-4275

Hon. Scott L. Ballard
Judge, Superior Court
Griffin Judicial Circuit
Fayette County Justice Courthouse
1 Center Drive
Fayetteville, GA 30214
(770) 716-4272

James H. Webb, Jr.
Webb & Taylor, LLC
400 Westpark Court, Ste. 220
Peachtree City, GA 30269
(770) 631-1811

Additional references can be made upon request. In addition, the resumes attached hereto contain additional references for the individual Indigent Defense Team members.

V. CONFLICT OF INTEREST

We know of no current or potential conflicts of interest that would prevent us from providing legal services to indigent defendants in the State and Juvenile Courts, as outlined by the Request for Proposal, Spalding County Board of Commissioners.

In the event a conflict arises, the Firm has secured conflict counsel who, at the approval of the County, can represent indigent defendants as needed.

VI. INSURANCE REQUIREMENTS

The Firm is able to meet the insurance requirements as outlined in the Request for Proposal.

ATTACHMENT A



Jordan Jewkes

Attorney & Managing Member

Experience

Mr. Jewkes advises and represents both private and corporate clients in all types of civil litigation, both state and federal, including appeals. Focusing on personal injury litigation the past 10 years, Mr. Jewkes brings to his clients over 13 years of trial experience.

He has represented many of Atlanta's largest corporations, some of the nation's largest financial institutions, as well as private citizens across the state. Designated as a "Georgia Rising Star" by *Super Lawyers* in 2018, Mr. Jewkes has successfully resolved numerous civil cases via settlement, alternative dispute resolution, and/or verdict, and he has represented multiple clients in misdemeanor actions. In 2017, he was appointed by Chief Judge Christopher Edwards of the Griffin Judicial Circuit to monitor the early tabulation of votes for a general and referendum election. In 2016, he facilitated a judicial panel from the Georgia Court of Appeals to conduct oral arguments at Whitewater HS. Mr. Jewkes served as an officer of the Fayette County Bar Association from 2012 to 2016, completing his service as President in 2016.

After working at Hamilton, Westby, Antoniwich & Anderson, LLC and then Adorno & Yoss, LLC, two "large" defense firms in Atlanta, Mr. Jewkes returned to his roots on the south side of Atlanta and joined Webb & Taylor, LLC, a boutique litigation firm specializing in medical malpractice. In 2016, Mr. Jewkes formed The Jewkes Firm, LLC, with the goal of representing seriously injured individuals with commitment and integrity. He continues to represent private citizens and corporations in all aspects of litigation.

Professional Activities

Fayette County Bar Association, 2010 – present

Georgia Trial Lawyers Association, 2010 – present

Officer / President of Fayette County Bar Assoc., 2012 – 2016

Board Member, Verdict Magazine, 2013 – 2015

Atlanta Bar Association, 2016 – present

Northgate HS Mock Trial Coach, 2012 – 2015

Personal

Mr. Jewkes and his wife of 17 years, Amanda, are the proud parents of four children. In his spare time, he enjoys fishing, exercising, and cheering and coaching his children in sports. He has completed four marathons. His favorite food is BBQ. Mr. Jewkes is an Eagle Scout.

TYRONE OFFICE

t: 770.771.5130

f: 478.202.7603

jordan@jewkesfirm.com

BAR ADMISSION

Georgia

Florida

Georgia Court of Appeals

Northern District of Georgia

EDUCATION

Georgia State University College of
Law, J.D.

Brigham Young University, Provo
B.A.

Griffin High School

Edward Andrew Case III
148 Glazier Farms Way
Senoia, GA 30276
(404)-936-6166

Edwardcase928@hotmail.com

Active Member of the State Bar of Georgia // Bar No.307829

EDUCATION

Emory University School of Law, Atlanta, GA

Juris Doctorate

May 2015

Editor-in-Chief, Emory Corporate Governance and Accountability Review

Clayton State University, Morrow, GA

Bachelor of Science, Legal Studies, *summa cum laude*

EXPERIENCE

Clayton State University – Adjunct Professor

August 2019 – Present

Peachtree City, GA

- Teach an introductory course on American Government with an emphasis on the structure and processes of the American political system compared to other types of international political systems.

Coweta Judicial Circuit District Attorney's Office – Assistant District Attorney

June 2015—Present

LaGrange, GA

- Negotiation experience including working with defense counsel to negotiate a fair disposition for both parties including negotiating periods of incarceration, fine, and periods of probation for more than 700 felony cases.
- Successfully researched, written, and defended appellate level briefs to the Georgia Court of Appeals and the Georgia Supreme Court.
- Extensive trial experience including opening and closing arguments, witness preparation, direct examination and cross examination leading to criminal convictions in cases including murder, rape, and aggravated assault.
- Enjoy an ongoing and collegial relationship with the Coweta Judicial Circuit judges and well versed in presenting arguments with bond issues, evidentiary disputes, and asset forfeiture hearings.
- Speaking engagements representing the District Attorney's Office detailing how to better serve victims of domestic violence and children of sexual abuse.

Office of the Georgia Attorney General—Extern

August 2013—December 2013

Atlanta, GA

- Drafted various briefs and responses to habeas corpus petitions.

Honorable Judge Joseph A. Wyant Jr. Coweta Juvenile Court—Judicial Clerkship

June 2013—August 2013

Newnan, GA

- Drafted various orders and researched various issues with termination of parental rights, child deprivation, and child delinquency.

COMMUNITY INVOLVEMENT

Coach for Mock Trial, Troup County High School

Panel Judge for Mock Trial Competitions

Founding member of BackPacks4Kids

Active Member of the Troup County Bar Association

Active Member of the Coweta County Bar Association

Terence Malloy, Esq.

ATTORNEY, ENTREPRENEUR & LECTURER

(678) 818-9727 • terencepm510@gmail.com

PROFESSIONAL PROFILE

Highly motivated and effective leader with excellent analytical and decision-making abilities, accustomed to operating in high-pressure, fast-paced environments. Dynamic and savvy legal professional with 20 years' experience particularly in the areas of litigation, contracts and negotiations. An accomplished teacher and lecturer, challenging undergraduate and graduate students to achieve academic success and receiving glowing student evaluations. A successful entrepreneur and business owner, adaptable to new situations and challenges, who continually demonstrates high ethical standards, integrity, and a superior work ethic.

- **Successful attorney in both private and public practice, with high conviction and success rates**
- **Experienced teacher and lecturer in business, criminal justice, and legal studies in college and university environments**
- **Successful business owner, operated a profitable legal practice for 8 years**

AREAS OF EXPERTISE

- | | | |
|-----------------------------|-----------------------------------|-------------------------------|
| ▪ Litigation | ▪ Contract Law & Negotiations | ▪ Resource Management |
| ▪ Ethics & Codes of Conduct | ▪ Organizational Leadership | ▪ Process Improvement |
| ▪ Evaluating Progress | ▪ Lecturing, Teaching & Mentoring | ▪ Business Management |
| ▪ Criminal Law | ▪ Customer Service Excellence | ▪ Integrity & Professionalism |
| ▪ Constitutional Law | ▪ Prison Law | ▪ Relationship Building |

UNIVERSITY / COLLEGE TEACHING EXPERIENCE & ACCOMPLISHMENTS

CLAYTON STATE UNIVERSITY, Adjunct Faculty, Morrow, GA	January 2016 to Present
SAUDI ELECTRONIC UNIVERSITY (via FRANKLIN UNIVERSITY), Columbus, OH	September 2017 to Present
AMERICAN INTERCONTINENTAL UNIVERSITY ONLINE, Faculty, Schaumburg, IL	January 2016 to January 2017
SANTA BARBARA BUSINESS COLLEGE, Adjunct Faculty, Ventura, CA	March 2012 to August 2012
UNIVERSITY OF THE ROCKIES, Online Faculty, Denver, CO	February 2011 to August 2012
KENNESAW STATE UNIVERSITY, Support Faculty, Kennesaw, GA	August 2007 to December 2010

- Lectured and instructed undergraduate business majors at Clayton State University and Kennesaw State University in Business Law & Ethics.
- Facilitated and instructed undergraduate and graduate students in Business Law & Ethics, Legal Studies, Constitutional Law, Prison Law, Law & Society, and Advanced Analysis of the Criminal Justice Process in various online platforms like Adobe Connect, D2L & BVT Labs.
- Provided key support as a lecturer and instructor in basic English & English composition to create proficient, responsible and accountable Santa Barbara Business College graduates.
- Implemented civil trial observation to make course materials more alive to students and applied online teaching tools such as WebCtVISTA, Respondus, Blackboard Learning, and Cengage Learning to reinforce chapter topics.
- Received glowing, positive student evaluations after each course taught.

LEGAL/PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GEORGIA PUBLIC DEFENDER COUNCIL, Zebulon, Georgia	October 2018 to Present
Contract Attorney	

- A Criminal Defense Attorney, as needed, to be lead trial counsel of indigent criminal defendants in the Griffin Judicial Circuit.

LEGILITY, INC., Brentwood, TN
Project/Contract Attorney

November 2015 to Present

- An Attorney on call as needed to review and analyze documents for responsiveness and privilege in response to discovery requests.

AMERITRUST LAW GROUP, LLC, Jacksonville, FL
Local Associate for Georgia

June 2015 to January 2016

- An Associate in Family Law to a National law firm for the purpose of providing representation to Firm clients who are based in the Attorney's local jurisdiction. Successfully litigated matters for clients in various trial courts throughout the state.

HUMANOMICS INSURANCE SERVICES, INC., Granada Hills, CA
West Region Account Executive

October 2011 to August 2015

- Provide exceptional client service, business marketing and administration support to a family owned benefits consulting firm whose major client is a national labor union of security professionals. Obtained a California Insurance producer license.
- Marketing Team Field Agent who plans, prepares and attends benefits enrollment/re-enrollment meetings to consult with new and current plan members, answer questions, and provide information on benefits packages offered.

LAW OFFICES OF TERENCE P. MALLOY, P.C., Marietta, GA
Solo Practitioner

February 2004 to April 2011

- Opened a litigation law firm emphasizing criminal defense, domestic and family, sports & entertainment, personal injury, and contract law. Successfully litigated matters for clients in various trial courts throughout the state.
- Operated and maintained a profitable small business with annual revenues over five figures.
- Consistently obtained satisfactory resolution of client matters through alternative dispute resolutions (ADR) methods such as negotiation and mediation.

Stay-at-Home Dad, Tuscaloosa, AL

June 2002 to February 2004

COBB COUNTY SOLICITOR GENERAL
FULTON COUNTY DISTRICT ATTORNEY, Atlanta Metro Area, GA
Assistant Solicitor General/ Sr. Assistant District Attorney

December 1996 to June 2002

- Successfully prosecuted misdemeanor & felony criminal offenses with more than 90% conviction rate as lead trial counsel.
- Highly efficient, tracked and disposed of thousands of cases in an environment where the original case count exceeded 500 open cases on a regular basis.
- Managed all aspects of a case: from drafting the charging document to writing and arguing appellate issues resulting in convictions being upheld by the state appellate courts.
- Supervised and trained junior courtroom ADA's on courtroom procedures and techniques including presenting legal documents to the courts to increase case completion efficiency.

Stay-at-Home Dad, Virginia Beach, VA

January 1996 to December 1996

U.S. ATTORNEY'S OFFICES (EDVA/EDNC)
Norfolk-VA Beach, Virginia/Raleigh, North Carolina
Legal Clerk/Intern/Extern

June 1994 – December 1995

- Assisted federal prosecutors prepare witnesses for trials; researched and wrote legal briefs; prosecuted misdemeanor cases in federal magistrate courts unassisted, achieving a perfect conviction record.

Stay-at-Home Dad, Virginia Beach, VA

January 1993 to January 1994

UNITED STATES MARINE CORPS

Okinawa, Japan, Cherry Point, North Carolina and Norfolk, Virginia

May 1987 to December 1992

Captain (O-3)

- Commanded a platoon of reserve Marines in combat during the Gulf War, with no loss of life or limb to any platoon member. Ranked #1 of contemporaries in training personnel for combat.

EDUCATION & CREDENTIALS**Certified Contract Advisor** [Inactive], NFL Players Association, Washington, DC

August 2007

Basic Litigation Course, Prosecuting Attorney's Council of Georgia, Forsyth, GA

June 1997

Juris Doctorate, Regent University School of Law, Virginia Beach, VA

May 1996

Bachelor of Science in English, United States Naval Academy, Annapolis, MD

May 1987

Affiliations:

Fayette County Bar Association, Treasurer/Secretary/Vice President (2016-2019)

Veterans of Foreign Wars Post 3650, Fayetteville, GA, 2016

American Legion Post 105, Fayetteville, GA, 2016

American Legion Post 826, Woodland Hills, CA, 2015

Georgia High School Association (GHSA) Certified Umpire, 2017

USSSA Certified Umpire, 2017

Central Georgia Officials Association, 2017

Tara Umpire Association, 2016

Umpire, Los Angeles City Municipal Sports, 2013-2015

Academy of Legal Studies in Business, 2010

Board Member/Legal Advisor, Rhapsody's Revue Performing Arts Troupe, Marietta, GA, 2005-2011

Cobb County Bar Association, 2004-2011

Alabama State Bar, 2003

State Bar of Georgia, 1996

AVA STANDARD, MS., JD.

770.356-1301 • ava@jewkesfirm.com • [LinkedIn](#)



DNA EXPERT & ATTORNEY-AT-LAW

Molecular geneticist with a fifteen year career in the molecular laboratory field, and personal work experience at various technical and managerial roles within a molecular laboratory. Past work experience includes; assisting with the formation and validation of the HLA laboratory in Piedmont Hospital's transplant department; Quality Control and Assurance for compliance under FDA, CDC, and ASHI other governing accreditation agencies; Protocol validation and author of numerous molecular testing procedures; Testing, analysis, reporting of, and data auditing of test results associated with research, clinical and pharmaceutical manufacturing laboratories. Currently certified with the American Board of Histocompatibility and Immunogenetics (ABHI), CHT #1155, specializing in HLA genotyping. In 2016, after serving jury duty, I left the work force to pursue a law degree. Since beginning law school in 2017, I have provided and continue to provide expert witness and DNA consultations services in cases of capital murder, homicide, rape, and aggravated assaults, as well as educational seminars for legal professionals about the forensic applications of DNA. After graduation and becoming of a member of the Georgia State Bar, I returned to The Jewkes Law Firm because of the honesty, commitment, and compassion with which Jordan Jewkes serves the community.

CAREER NARRATIVE

THE JEWKES FIRM, LLC, Peachtree City, Georgia
Staff Attorney; Jordan M. Jewkes (770) 771-5130

Dec 2019 - Current
June 2016 – Dec 2016

Georgia Office of Public Defender, Flint Judicial Circuit, McDonough, Georgia
Internship; Jennifer Lewis, Circuit Public Defender (770) 288-7460

Jan - Mar 2019

Georgia Public Defender, Metro Conflict Defender, Fulton County, Georgia
Internship; Colin Bellair, Assistant Conflict Defender (404) 795-2477

Feb – Dec 2018

Piedmont Hospital, Atlanta, Georgia
Senior Histocompatibility Specialist, PT
Supervisor: Evan Matthews (404) 605-4404

Dec 2014 - Current
July 2010 - April 2011

Dendreon, a Division of Valeant Pharmaceuticals, Union City, Georgia
Quality Control Senior Research Scientist I
Supervisor: Brian Jaczko (908) 451-2633

May 2011 – May 2016

Battelle/ Centers for Disease Control, Atlanta, Georgia
Biologist, Newborn Screening and Molecular Biology Branch.
Supervisor: Frank Pasztor- (404) 460-1451

October 2009 - June 2010

Emory University Hospital, Atlanta, Georgia
Medical Technologist II, Histocompatibility & Immunogenetics Laboratory
Directors: Dr. Robert Bray- (404) 712-7317 & Dr. Howard Gebel-(404) 712-8199

January 2003 - October 2009



AVA STANDARD, M.Sc., JD

770.356-1301 • ava@jewkesfirm.com • [LinkedIn](#)

EDUCATION

Atlanta's John Marshall School of Law
Juris Doctor, Class 2019

May 2019

Georgia State University, Atlanta Georgia
Masters, Biology, Molecular Genetics and Biochemistry

August 2002

Georgia State University, Atlanta, Georgia
Bachelor of Science, Biology

May 2000

PROFESSIONAL REFERENCES

Allan Sincox, Esq

Georgia Capital Defender
Southwest Georgial Regional
Tifton, GA
(708) 953-2616

Keith Johnson, Esq.

Keith B. Johnson, LLC
1450 Greene Street, Suite 226
Augusta, GA 30901
(706) 426-4233

Judge Chris Edwards

Fayette County Justice Center
1 Center Drive
Fayetteville, GA 30214
(770) 716-4275

ELIZABETH G. CHAPMAN, JD
FRANKLIN, GA

elizabeth@jewkesfirm.com

t: (770) 771-5130

f: (478) 202-7603



Education

Atlanta's John Marshall Law School

Juris Doctor, May 2020

- Student Ambassador, 2018-2020
- Member of Phi Alpha Delta
- Member of Phi Alpha Delta's Society of Scholars

University of West Georgia

B.B.A., Business Management, April 2015

- Member of Sigma Kappa Sorority

Work Experience

The Jewkes Firm, LLC, Tyrone, GA

Law Clerk

August 2019 – present

- Conduct legal research as assigned
- Meet with prospective clients to conduct intake interviews
- Create client's paper file, Dropbox folder, and enter into Casepeer
- Contact insurance companies to set up claims for clients
- Send letters of representation and all other types of correspondence
- Scan and file incoming documents
- Speak with clients regarding their case status
- Draft and review demand packages
- Complete page line summaries of depositions
- Attend mediations
- Perform other administrative duties as assigned

Carroll Electric Membership Cooperative, Carrollton, GA

Member Service Representative II

September 2010 – August 2019

- Maintain security of the cashier and member service areas by making sure the doors remain locked at all times and that only approved employees and guests enter the area
- Respect the confidentiality of member information
- Make clear and concise notes on member accounts
- Process applications for service along with obtaining other supporting documents needed for the establishment of electric service

- Discuss and explain electric bills
- Work in district offices as directed
- Process right of way easement paperwork

Awards

- Carroll EMC Member Service Representative Star Recipient, 2017

Licenses and Certifications

Notary Public, Georgia

Lexis Nexis Legal Research Certification

Lexis Nexis Professional Research Certification

ATTACHMENT B

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF GEORGIA

COUNTY OF FAYETTE

Personally, appeared before me, the undersigned, JORDAN M. JEWKES, who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.


I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.


Further, Affiant sayeth not.

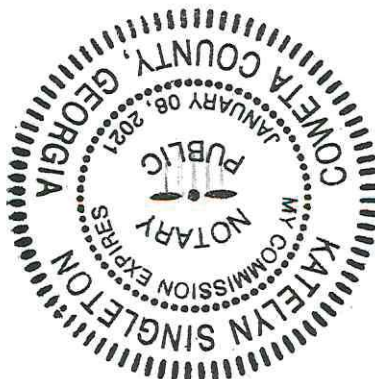
Under seal this 14th day of May, 20 20.

BY:


Printed Name: JORDAN M. JEWKES
Title: ATTORNEY / OWNER
Contractor: THE JEWKES FIRM, LLC
Address: 1155 SENDIA RD., STE 202
TYRONE, GA 30290
Phone: (770) 771-5130
Email: jordan@jewkesfirm.com

Sworn to and subscribed before me this 14 day of May, 2020.


Notary Public
My commission expires:



ATTACHMENT C

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter "Contractor") verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Spalding County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor's receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

1249980
Federal Work Authorization
User Identification Number

The Jewkes Firm, LLC
Name of Contractor

Indigent Defense in State and Juvenile Court
Name of County Project

May 14, 2020
Date Affidavit Executed

Subscribed and sworn before me on this 14
day of May, 2020 in
[city], GA [state].

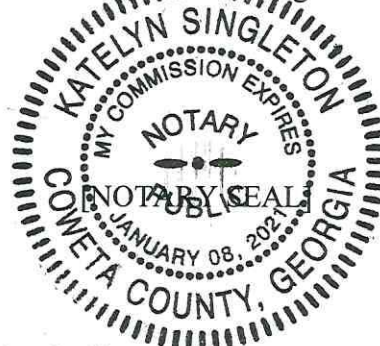
Katelyn Singleton
NOTARY PUBLIC
My Commission Expires 1/8/2021

11-28-2017
Date of Authorization for Federal Work
Authorization User Identification Number

[Signature]
Signature of Authorized Officer or Agent

Jordan M. Jewkes
Printed Name of Authorized Officer or Agent

Attorney/Owner
Title of Authorized Officer or Agent



NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver's license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).

Updated 12/15/14



SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

**For
Indigent Defense in State and Juvenile Court of Spalding County**

ISSUE DATE: MAY 8, 2020

BID DUE DATE: Friday, MAY 22, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Thursday May 21, 2020 at 2:00 PM (EST).

All spaces below are to be filled in and the BID FORM **must** be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS
FOR
INDIGENT DEFENSE IN THE STATE AND JUVENILE COURTS OF
SPALDING COUNTY

Description of Project: The Board of Commissioners of Spalding County, Georgia (hereafter “Spalding County”) is requesting proposals for Indigent Defense in the State and Juvenile Courts of Spalding County.

General Conditions and Specifications: General Conditions and Specifications may be obtained by contacting Terri Bass at tbass@spaldingcounty.com or on the Spalding County website at www.spaldingcounty.com. No phone calls.

Time and Place for Submission of Proposals: Proposals must be received by Friday, May 22, 2020 at 2:00 p.m. EST at the Spalding County Annex located at 119 E Solomon Street, Room 104, Griffin, GA 30223, or via U.S. Mail to Spalding County Board of Commissioners, Attn: Purchasing, 119 E Solomon Street, Room 104, Griffin, GA 30223.

Presentation to Board of Commissioners: The Board of Commissioners have requested brief presentations (15 minutes maximum) **by** each qualified bidder. Presentations will be made to the Board on Thursday, May 28, 2020 between the hours of 8:00 AM – 6:00 PM. Administrative Staff will schedule presentations and advise qualified bidders of their presentation times on Monday, May 25, 2020. It is suggested that all perspective bidders view the County Commissioners’ Meeting of May 4, 2020 where the Indigent Defense Contract was discussed before making their presentation.

INDEX

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Specifications	8
Affidavit of Acknowledgment and Non-Collusion.....	11
Contractor Affidavit & Agreement Pursuant to O.C.G.A. § 13-10-91(b)(1).....	12

GENERAL CONDITIONS

All proposals must comply with the following general conditions:

1. The proposal should be delivered to:

For hand delivery:

Spalding County
Courthouse Annex
Attn. Purchasing
119 E Solomon Street, Room 104
Griffin, Georgia 30223

For U.S. Mail:

Spalding County
Board of Commissioners
Attn: Purchasing
119 E Solomon Street, Room 104
Griffin, GA 30223

2. All proposals and supporting documents shall be submitted in a sealed envelope clearly labeled:

Sealed Proposal for Indigent Defense in the State and Juvenile Courts of Spalding County

Spalding County will not be responsible for the premature opening of a proposal which is not properly addressed, marked, and sealed.

3. The party submitting the proposal is solely responsible for ensuring delivery to the designated location within the designated time.
4. All proposals submitted shall become the property of Spalding County and will not be returned to the party submitting the proposal (hereafter "contractor" or "proposer").
5. Spalding County is not responsible for any costs incurred by the contractor in the preparation of proposals or presentations related thereto. All such expenses shall be borne solely by the contractor.
6. All questions should be directed in writing to the Spalding County Purchasing Department, Terri Bass, via email to: tbass@spaldingcounty.com. No phone calls.

No other person is authorized to provide information related to this Request for Proposals, and reliance on information from any other individual may result in any proposal being deemed non-responsive and rejected.

7. Spalding County reserves the right to reject any and all proposals, including, but not limited to, any and all non-conforming, non-responsive, or conditional proposals, and to

reject any and all proposals that it believes in its sole judgment would not be in the best interest of the project, whether because such proposal is not responsive, the contractor is unqualified, of doubtful financial ability, was previously unfaithful or delinquent in a contract with Spalding County, or fails to meet any other relevant standard or criteria. Spalding County further reserves the right to waive any technicalities, irregularities, or informalities, to seek clarification of any information contained in any or all proposals, and to request additional information from the contractor or a third-party.

8. The contractor may be required, upon request, to prove to the reasonable satisfaction of Spalding County that the contractor has the skill, experience, facilities, and financial resources to timely perform all obligations related to the project in a satisfactory manner. A contractor that does not meet said criteria may be rejected.
9. The contractor warrants that its proposal is not fraudulent, collusive, or made in the interest of or on behalf of any person not therein named. The contractor further warrants that it has not directly or indirectly induced or solicited any other responding contractor to submit a fraudulent proposal or any other person, firm, or corporation to refrain from submitting a proposal, and that contractor has not in any manner sought by collusion to secure any undue advantage over any other responding contractor. The contractor shall submit a properly executed "Affidavit of Acknowledgment and Non-Collusion," a copy of which is attached hereto, with its proposal.
10. The contractor warrants that no member of the Spalding County Board of Commissioners has a direct or indirect interest of any nature in its proposal or any contract that may be entered pursuant to it, or in any expected profits which might arise therefrom.
11. All provisions of the Request for Proposals, including any amendments thereto, shall be incorporated in the successful responding contractor's contract, unless otherwise stipulated by written agreement of the parties.
12. At the discretion of Spalding County, contractors submitting proposals may be requested to make one or more oral presentations or to be interviewed as part of the selection process at the expense of the contractor.
13. The contractor shall submit proof of:
 - a. Professional Liability Insurance (Malpractice Insurance): The contractor shall provide, at its sole expense, professional liability insurance in the minimum amount of \$2,000,000 per claim.
 - b. Workers' Compensation: Unless otherwise agreed by the County, the contractor shall provide, at its sole expense, workers' compensation coverage with limits of no less than \$1,000,000 per occurrence, regardless of whether the contractor is subject to the Georgia Workers' Compensation Act or otherwise required by law to have such coverage.

- c. Comprehensive General Liability: The contractor shall submit proof of comprehensive general liability insurance for a combined single limit for bodily injury and property damage in the minimum amount of \$1,000,000 for each occurrence or a combined single limit of \$2,000,000.
 - d. Physical Location: The main physical office location for the provision of Indigent defense shall be located within the city limits of Griffin, GA.
14. The contractor shall be bound by the following indemnification provision, which shall be included in the performance contract:

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter “Work”) rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as “Local Government Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense (hereinafter “Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers’ compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

15. The written specifications contained in this Request for Proposals may not be altered except by written addendum from Spalding County.
16. The contractor shall furnish a list of three references in the legal field, and the following:
 - a. Principal Owner(s).
 - b. Business Address.
 - c. Description of any experience in criminal law.
 - d. List of any other government agencies with whom you or your law firm currently has or has had contracts for representation within the last five years.
 - e. Resumes of all attorneys to be assigned to this project.
 - f. Statement listing any and all differences between your proposal and the work specified in this Request for Proposals.
17. The contractor shall identify and describe any pending lawsuits in which it is a named party and shall disclose the names of all other parties, the county and court in which it is pending, and the current status of the lawsuit.
18. During the process of performing the work, the contractor shall endeavor to promote understanding and amicable relations with citizens and the public. For key positions, including any managers or supervisors, the contractor will provide experienced employees at least 21 years-of-age, of good character, neat appearance, and an adequate number of employees to perform the work in an accurate and timely manner.
19. Proposals must be typed. Any corrections made by the contractor prior to opening must be initialed and dated by an authorized representative of contractor. No changes or corrections will be allowed after proposals are opened.
20. The contractor must furnish Spalding County with two complete copies of the proposal. Each copy must contain a manual signature of an authorized representative of the contractor.
21. No proposal may be withdrawn for a period of 90 calendar days after the closing date for receipt of proposals.
22. Unless otherwise agreed by Spalding County in writing, no payment will be rendered for any work which has not been completed to the reasonable satisfaction of Spalding County.
23. If the contractor or any of its principal owners have outstanding financial obligations to Spalding County, including, but not limited to ad valorem taxes, Spalding County may apply any or all the contractor's compensation for the work to be performed hereunder to the outstanding obligation or indebtedness.
24. The contractor must certify that there are no known circumstances which will cause a conflict of interest in performing the services required.

25. It is the policy of Spalding County that no person or entity shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract on the grounds of race, color, creed, national origin, age, sex, or membership in any other protected class.
26. By submitting a proposal, the contractor verifies its compliance with O.C.G.A. § 13-10-91 and agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time it is retained to perform services.
27. The contractor shall be familiar with and have a strong working knowledge of all federal and state laws and regulations related to the work performed. The contractor shall provide any other information or documents as required by applicable federal or state laws for the successful completion of the project.

(The remainder of this page is intentionally left blank)

SPECIFICATIONS

All proposals must comply with the following specifications:

1. Spalding County (hereafter “County”) wishes to contract with a law firm with at least four attorneys to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations to private interests, to indigent defendants in criminal cases in the State and Juvenile Courts of Spalding County.
 - a. The Contractor shall furnish Spalding County with the number of Attorneys that will be assigned to the Indigent Defense for the State and Juvenile Courts.
 - b. The Contractor shall be required to provide each client they represent with a Customer Satisfaction survey, that will be presented to the Board of Commissioners semi-annually.
2. The successful proposer(s) must be licensed by and in good standing with the State Bar of Georgia. The successful proposer(s) must be admitted to practice before the appellate courts of the State of Georgia within thirty days following execution of a contract with the County. The successful proposer(s) must also be competent in criminal law and have sufficient legal experience to successfully perform the requested representation.
3. The successful proposer(s) will commence work on or about July 01, 2020. The term of the initial contract (FY 2021) will be one year beginning July 01, 2020 and ending on June 30, 2021. The County requests proposals for three fiscal years of each contractor: FY 2021, FY 2022 (July 1, 2021 – June 30, 2022 and FY 2023 (July 1, 2022 – June 30, 2023).
4. The successful proposer(s) will assume responsibility for representing all indigent defendants in the State and Juvenile Court of Spalding County.
5. The successful proposer(s) will provide representation to indigent defendants in the following cases:
 - a. Misdemeanor cases prosecuted in the State Court of Spalding County under the laws of the State of Georgia or the County’s ordinances in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged, as well as the initial direct appeal of said cases in the event of a conviction at trial;
 - b. Hearings in the State Court of Spalding County on a revocation of probation; and
 - c. Appear in the Magistrate Court of Spalding County for misdemeanor hearings including, but not limited to, misdemeanor probable cause hearings, bond hearings, bond revocation hearings, bond modification, and other related hearings for misdemeanor cases that have not yet been accused in the Spalding County State Court.

This paragraph pertains to our existing system where State Court Pre-Accusation cases that are still technically in the custody of the Magistrate Court qualify for representation as the cases work their way from Magistrate to State Court.

This does NOT include “Magistrate Only” cases such as ordinances.

The successful proposer(s) will attend every State Court calendar call and trial calendar and will provide representation for arraignments, entry of guilty pleas, and trial, and shall provide consultation with defendants as necessary to adequately prepare for the scheduled proceedings or defense of the case.

In any case in which the indigent defendant is unable to post bond, the successful proposer(s) assigned to the case will file a bond motion within three business days of receiving notice of the appointment and will set the bond motion for a hearing on the next available court calendar within the next two weeks.

- d. Dependency actions pending in the Juvenile Court of Spalding County. Contractor shall provide services for both indigent defense of Parents, as well as, supply of Guardian Ad Litem services in dependency matters.
 - e. In the event of a “conflict of interest” situation where it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local Counsel to serve.
 - f. Contractor will be required to act as, or provide, an attorney guardian ad litem to act as the “plan manager” as defined by OCGA 15-11-381 in delinquent competency hearings as described in Article 7 of Chapter 11 of Title 15 of the Georgia Code.
- 6. The proposer agrees to provide legal representation by an attorney who is not associated with the successful proposer(s) in cases in which all the successful proposer(s) have actual (not just potential) conflicts of interest.
 - 7. It shall be the responsibility of the successful proposer(s) to evaluate all submitted applications for indigent representation for State Court and Juvenile Court. Unless otherwise directed by the County, applications will be available and accepted at the successful proposer(s)’ place of business. The successful proposer(s) will timely investigate each application and determine whether the applicant qualifies as indigent as provided by Georgia law. The successful proposer(s) will then notify the applicant of said determination. If a State Court or Juvenile Court defendant is deemed indigent as defined by Georgia law because of his or her financial condition, legal services as provided herein will be timely rendered to the defendant.
 - 8. The successful proposer(s) must be able to enter a contract with Spalding County within fifteen (15) days from the date of award.

9. Proposers shall submit a proposal to cover all of the non-conflicting indigent defense caseload for the Spalding County State Court and Juvenile Court for a flat fee. All incidental or other expenses shall be incorporated into the flat fee, including, but not limited to copy charges, office supplies, research fees, expert witness fees, transcripts, investigators, and miscellaneous expenses of investigation.

The County will make monthly payments to the successful proposer(s). The successful proposer(s) will be independent contractors and shall not be entitled to any benefits, nor shall any withholdings be made.

10. Upon request by the County, the successful proposer(s) shall provide reports or information regarding the number or type of active cases and any other pertinent information required by the County, such as the dates present in State Court and Juvenile Court and the disposition of each case handled.
11. The successful proposer(s) shall comply with the applicable policies and standards adopted by the Georgia Public Defender Council for the representation of indigent persons.
12. The successful proposer(s)' contract will acknowledge that the contract may need to be revised periodically to address new or unforeseen matters. Each party will agree to cooperate with the other party to effectuate and carry out the intent of the contract.
13. The contract and the rights and obligations of the parties shall be governed by and subject to and interpreted in accordance with the laws of the State of Georgia. The parties will acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the County is the Superior Court of Spalding County, Georgia. The contract, including any attachments thereto, will constitute the entire agreement between the parties with respect to the subject matter of the contract and may be altered or amended only by a subsequent written agreement of equal dignity. The contract will contain a provision that the contract may be terminated by the County for cause, in whole or in part, at any time for failure by the successful proposer(s) to perform any of the duties under the contract. Upon termination or expiration of the proposed contract, the parties will agree to cooperate to effectuate the smooth and reasonable transition of services of existing clients.

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF _____

COUNTY OF _____

Personally, appeared before me, the undersigned, _____,
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this _____ day of _____, 20____.

BY:

Printed Name: _____

Title: _____

Contractor: _____

Address: _____

Phone: _____

Email: _____

Sworn to and subscribed before me
this _____ day of _____, 2020.

Notary Public
My commission expires: _____

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter “Contractor”) verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Spalding County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor’s receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

Federal Work Authorization
User Identification Number

Date of Authorization for Federal Work
Authorization User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent

Name of County Project

Printed Name of Authorized Officer or Agent

Date Affidavit Executed

Title of Authorized Officer or Agent

Subscribed and sworn before me on this ____
day of _____, 20____ in
_____ [city], _____ [state].

[NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires _____

NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver’s license or state issued identification card and a copy of the state issued driver’s license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver’s license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver’s license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).

Updated 12/15/14



SPALDING COUNTY BOARD OF COMMISSIONERS Rosenwald School Design

Requesting Agency

County Clerk

Requested Action

Consider approval of revised Rosenwald School Renovation project concept and authorize solicitation of bids for construction.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

2016 SPLOST funding was approximately \$1M. As discussed at the 2020 retreat 2008 SPLOST funds of \$2.3M can be used for funding this project and the 2016 funds can be used for other Heritage Park projects.

STAFF RECOMMENDATION

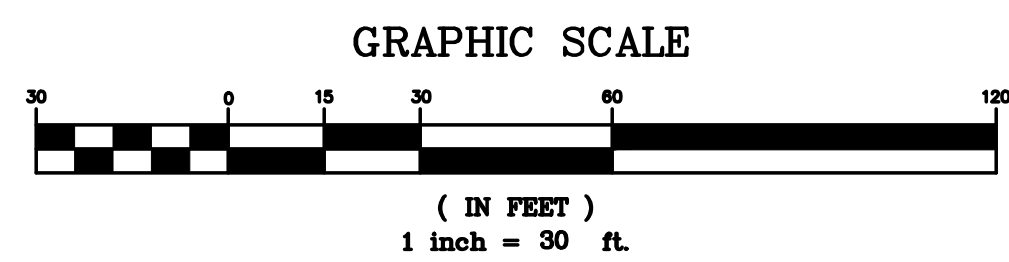
Approval of concept and authorization to move forward with completing plans and specifications and bid project for construction.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Rosenwald Concept Plan	5/27/2020	Backup Material
<input type="checkbox"/> Rosenwald floorplan	5/27/2020	Backup Material
<input type="checkbox"/> Roasenwald Cost Estimate	5/27/2020	Backup Material



CONCEPTUAL MASTERPLAN



No.	Revisions:	Date
1.	DRAFT	3/7/2019



118 n. expressway griffin, georgia 30223
 phone (770) 412-7700 fax (770) 412-7744

CONCEPTUAL MASTERPLAN FOR

HERITAGE PARK

The client acknowledges that these documents are the work papers of Paragon Consulting Group, Inc. and are their instruments of professional service.
 These documents shall not be reused or modified in any way without the prior written authorization of Paragon Consulting Group, Inc.

SHEET:
 CONCEPTUAL
 MASTERPLAN

PE #: PEF004167

DRAFT

GSWCC LEVEL II CERT. # 0000010472

Project No. 18156.00	Issue Date: MARCH 2019
Drawn By: JLB	Checked By: CNP

1

SHEET 1 OF 4

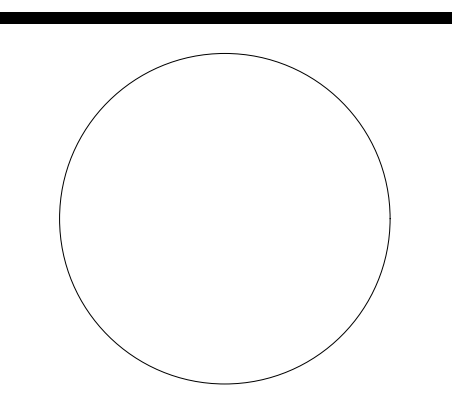
CONCEPTUAL

M. TODD ALBRITTON

ARCHITECT

202 EAST MAIN STREET
THOMASTON, GEORGIA
30286
PH 770-550-3275
mtoddalbrittonarchitect@gmail.com

COPYRIGHT:
THESE DESIGNS AND DRAWINGS AS INSTRUMENTS OF
SERVICE ARE THE PROPERTY OF THE ARCHITECT AND
SHALL NOT BE COPIED OR REUSED IN ANY FORM
WITHOUT THE WRITTEN PERMISSION OF THE
ARCHITECT.
THESE DRAWINGS SHALL BE USED ON THE ORIGINAL
PROJECT LOCATION ONLY AND SHALL NOT BE REUSED
AT OTHER LOCATIONS.



Master Plan
Fairmont Heritage
Park

North 3rd Street &
Jefferson Street
Griffin Georgia
30224

OWNER:
Spalding County
Parks and
Recreation

843 Memorial Drive Griffin
Georgia 30223

MARK	DATE	DESCRIPTION
------	------	-------------

SHEET TITLE
FLOOR PLAN -
ROSENWALD
SCHOOL BUILDING

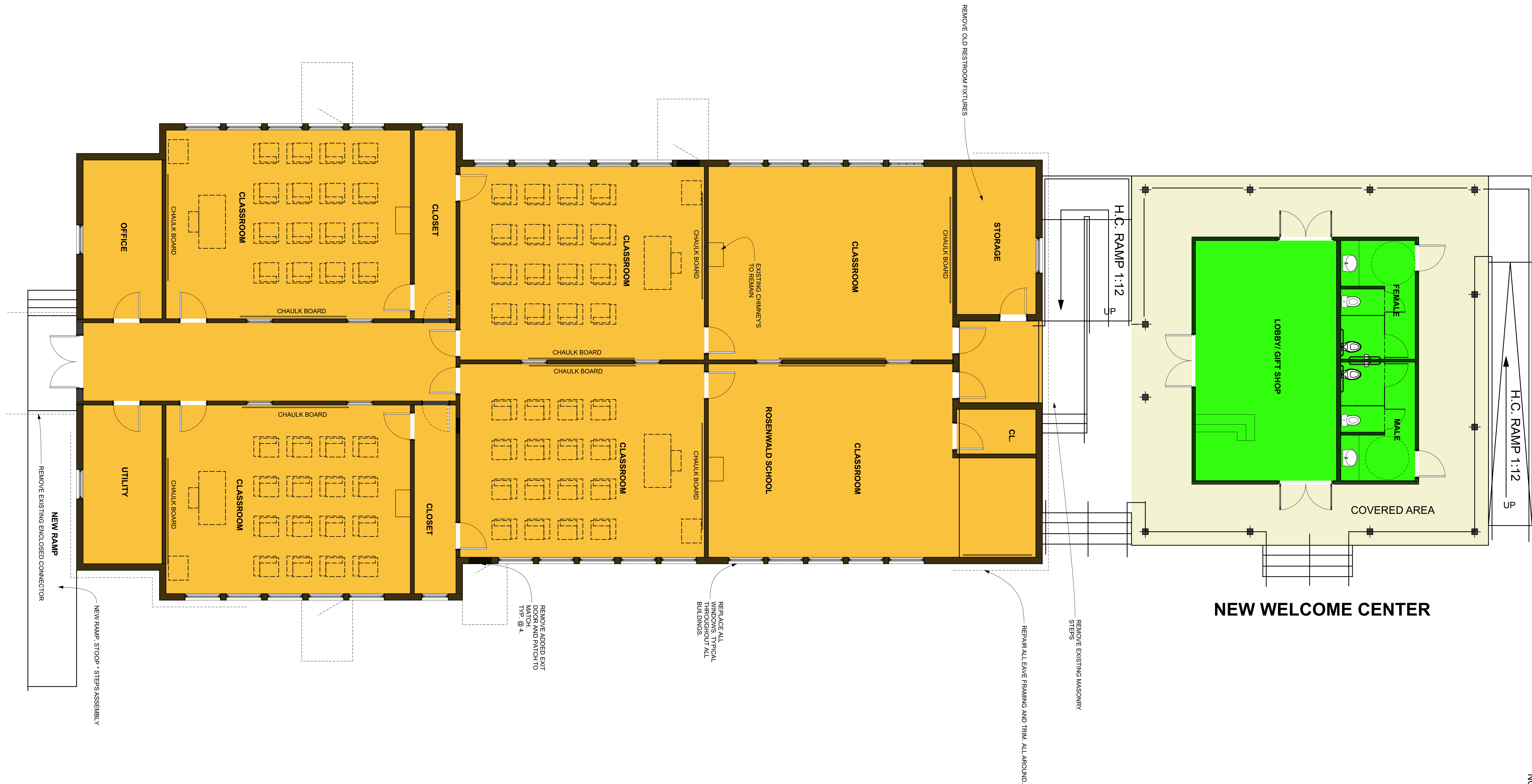
PROJECT DATE: ###

PROJECT NUMBER: ##

DRAWN BY: Name

A1.3

NOT RELEASED FOR CONSTRUCTION



**HERITAGE PARK
ROSENWALD SCHOOL BUILDING RENOVATION
COST ESTIMATE
MAY 27, 2020**

ITEM DESCRIPTION	ITEM TOTAL
SITWORK	\$250,000.00
RENOVATE EXISTING ROSENWALD SCHOOL BUILDING INTERIOR AND EXTERIOR	\$1,600,600.00
ARCHITECTURAL FEES/ENGINEERING FEES/CONSTRUCTION MANAGEMENT	\$130,000.00
<i>SUBTOTAL</i>	<i>\$1,980,600.00</i>
10% CONTINGENCY (BASED ON CONSTRUCTION / SITWORK ITEMS ONLY)	\$185,060.00
<i>TOTAL CONSTRUCTION</i>	<i>\$2,165,660.00</i>

* This estimate conforms to local contracting prices and local standards. Federal historic preservation standards based on Section 106 of the National Historic Preservation Act were not used as a basis for this estimate.

CONCEPT ESTIMATE

MAY 27, 2020



SPALDING COUNTY BOARD OF COMMISSIONERS New Animal Shelter

Requesting Agency

County Clerk

Requested Action

Consider approval of concept and plan for the new Spalding County Animal Shelter and authorize solicitation of bids for construction.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The 2016 SPLOST included funds for the renovation of the existing animal shelter. Once an architect was consulted on this project it was determined that it would be more cost effective to construct a new shelter than to renovate the existing shelter. The BOC approved utilizing the site of the old RYDC building and authorized demolition of that building to make way for the new shelter. The amount budgeted in the SPLOST would not provide for construction of a shelter footprint equivalent to the existing shelter which does not currently meet our needs therefore a new larger shelter is proposed.

Fiscal Impact / Funding Source

Estimated cost of new shelter is \$2M and the estimated amount included in the 2016 SPLOST was \$1.185M. Additional funds to come from excess collections.

STAFF RECOMMENDATION

Approval of concept and authorize solicitation of bids for construction.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Animal Shelter Concept Presentation	5/27/2020	Backup Material
<input type="checkbox"/> Animal Shelter Plans	5/27/2020	Backup Material
<input type="checkbox"/> Animal Shelter Cost Estimate	5/27/2020	Backup Material
<input type="checkbox"/> Revised Shelter Plan	5/28/2020	Backup Material
<input type="checkbox"/> Revised concept plan	5/28/2020	Backup Material



POND

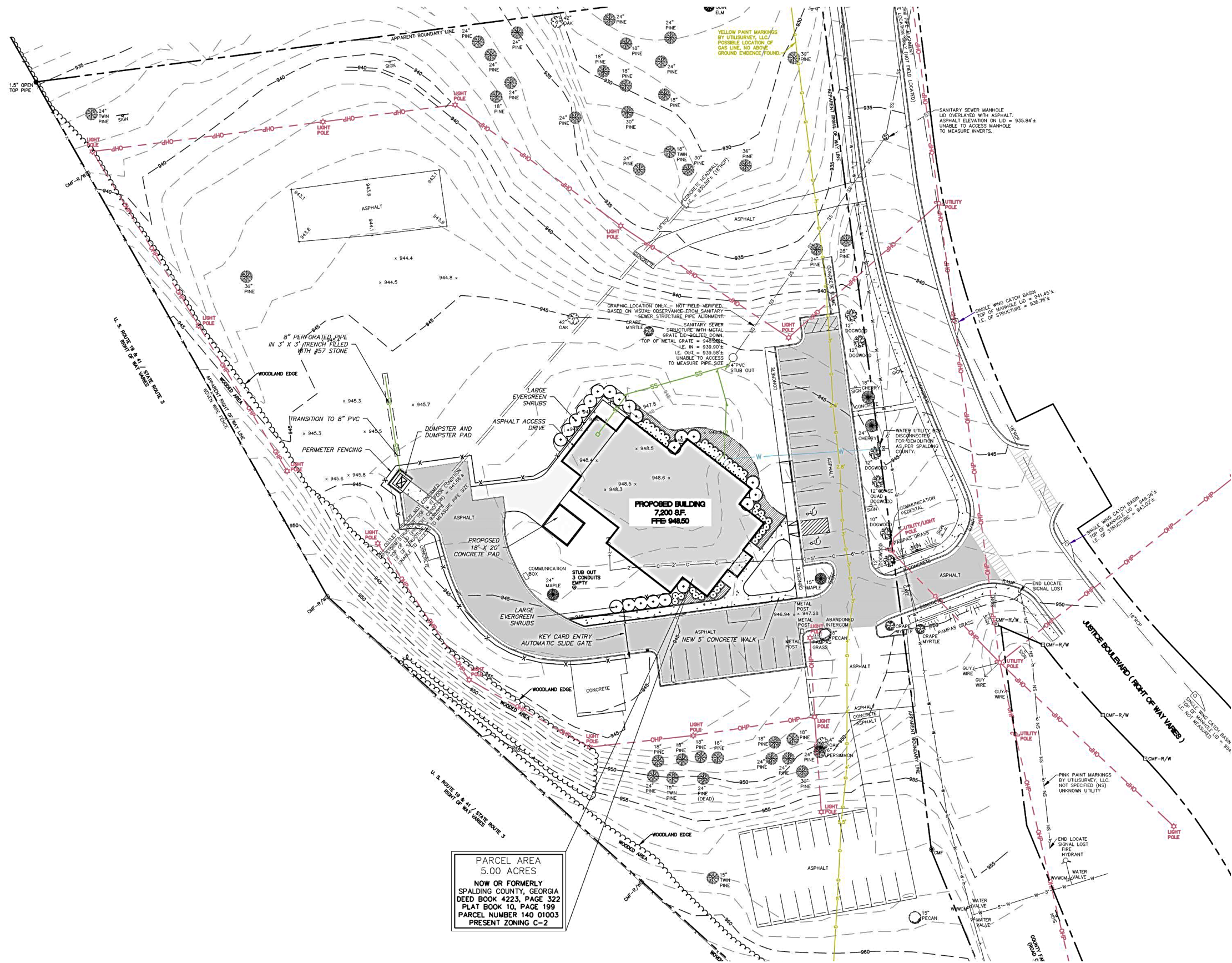
Spalding County, GA - New Animal Shelter

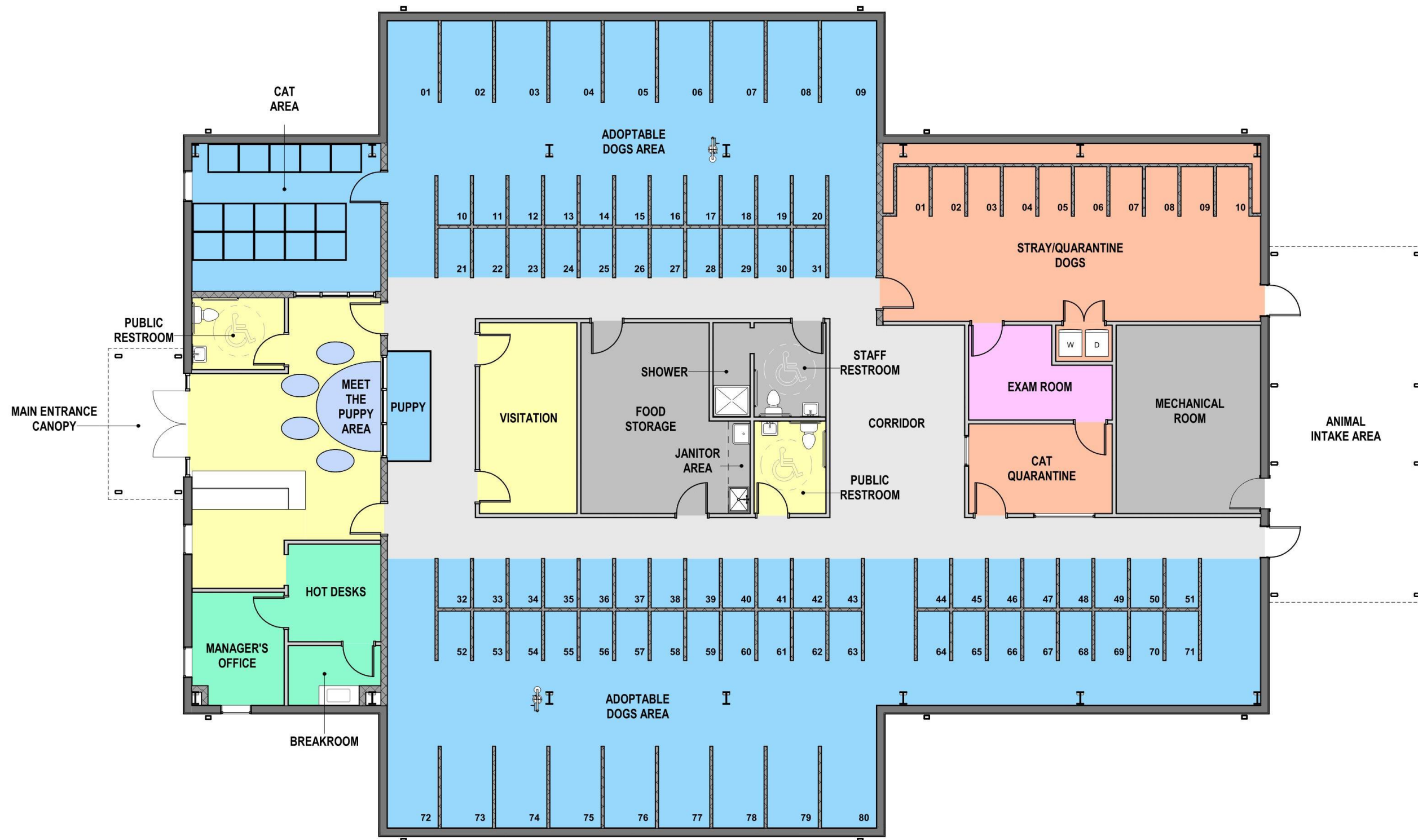
Spalding
COUNTY

Sheet
Cover









DEPARTMENT LEGEND

- ADMINISTRATION
- ADOPTION AREAS
- CIRCULATION
- EXAM AREA
- PUBLIC AREAS
- QUARANTINE AREAS
- SUPPORT AREAS

New Animal Shelter Building Description:

- 7,180 Gross Square Feet
- 1 story
- Pre-Engineered Metal Building (PEMB)
- Concrete Slab on Grade
- Insulated – Hygienic Metal Wall Panels
- Standing Seam Metal Roof

Building & System Priorities:

- Meet State Guidelines
- Strategic Floor Drain System w/Flushing
- Separation by Guillotine Doors
- Dedicated HVAC Zones + Exhaust Fans
- Dedicated HVAC for Isolation Area
- High Pressure Water Washdown
- Meet Energy Codes

Building Finishes:

- Durable | Hygienic Materials
- Easy on Paws
- Bright and colorful interior color palette
- Inviting to individuals and families

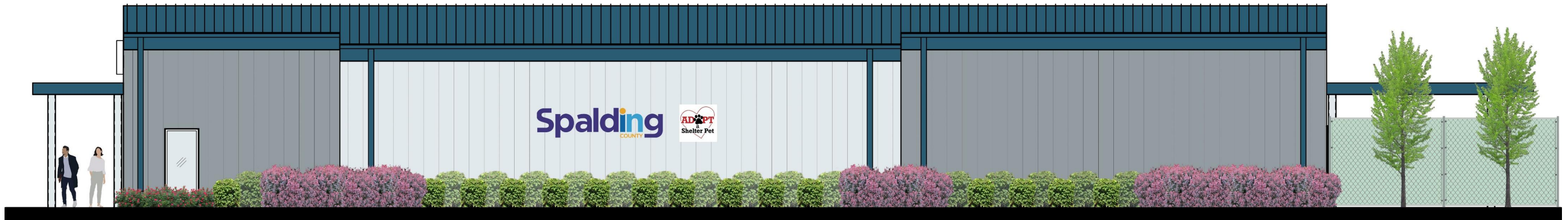
7,180 Square Feet



FRONT ELEVATION



REAR ELEVATION



JUSTICE BLVD. ELEVATION



PARKING ELEVATION

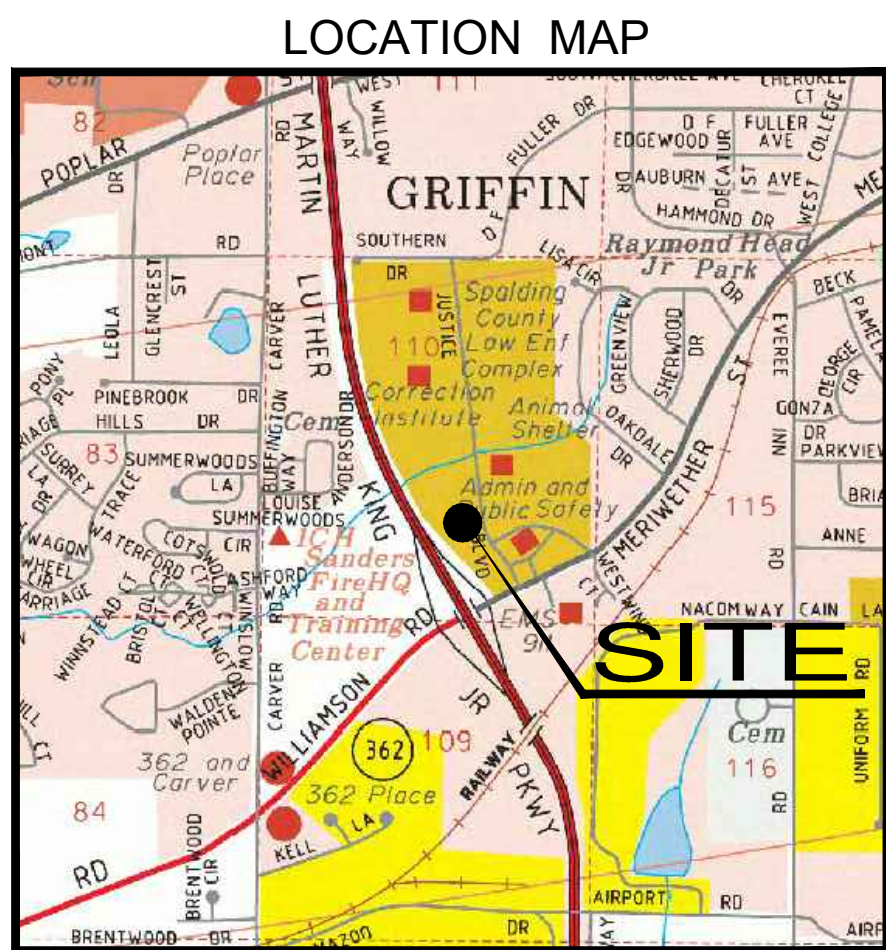


POND

Community + Art at Work

Spalding
COUNTY

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7



TOTAL SITE AREA= 5.0 ACRES
IMPERVIOUS SURFACE AREA= 0.86 ACRES
IMPERVIOUS AREA PERCENTAGE= 17%
DISTURBED AREA= 0.64 ACRES

SITE DEVELOPMENT PLANS FOR THE SPALDING COUNTY ANIMAL SHELTER

I HEREBY CERTIFY THAT THE ENGINEERING REQUIREMENTS FOR THESE CONSTRUCTION DOCUMENTS AS PRESCRIBED BY THE COMMERCIAL/ INDUSTRIAL DEVELOPMENT ORDINANCE OF SPALDING COUNTY HAVE BEEN FULFILLED.

REGISTERED PROFESSIONAL ENGINEER
NO. _____
DATE: _____

I HEREBY CERTIFY THAT THIS CONSTRUCTION PLAN WAS APPROVED BY SPALDING COUNTY ON _____

ADMINISTRATIVE OFFICER

I HEREBY UNDERSTAND THAT APPROVAL OF THIS CONSTRUCTION PLAN IS VALID FOR A PERIOD OF TWO YEARS. ANY APPLICATION FOR A BUILDING PERMIT SUBMITTED AFTER THE TIME HAS LAPSED WILL NOT BE ACCEPTED. CONSTRUCTION PLANS SHOULD BE RESUBMITTED AND SHOULD CONFORM TO THE CURRENT ADOPTED STANDARDS (AS OF THE DATE OF RE-SUBMITTAL) OF THE SPALDING COUNTY UNIFIED DEVELOPMENT ORDINANCE. REVIEW FEES WILL APPLY. (#A-01-02, 04/02/01)

PROPERTY OWNER

DATE: _____

LOCATED AT
105 JUSTICE BOULEVARD
SPALDING COUNTY

APRIL 2020

PREPARED BY
PARAGON CONSULTING GROUP

350 AIRPORT ROAD GRIFFIN, GA. 30224
PH. (770) 412-7700 FAX (770) 412-7744

24 HOUR CONTACT:
BRENT FOSTER
PH: (770) 467 - 4772
SPCO ANIMAL SHELTER
208 JUSTICE BOULEVARD
GRIFFIN, GEORGIA 30224



DRAWING LIST

1. Cover Sheet
2. General Notes
3. Existing Conditions/Demo Plan
4. Site Plan
5. Utility Plan
6. Grading Plan
7. Erosion and Sediment Control Plan
8. Erosion Control Details and Notes
9. Erosion Control Details
10. Construction Details
11. Landscape Plan
12. Landscape Details

No.	Revisions:	Date



SITE DEVELOPMENT PLANS FOR THE
**SPALDING COUNTY
ANIMAL SHELTER**

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

*The client acknowledges that these documents are the work papers of Paragon Consulting Group, Inc. and are their instruments of professional service.
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SHEET:

COVER

LICS #: PEF004167

NOT FOR
CONSTRUCTION
PRINTED:
March 30, 2020

GSWCC LEVEL II CERT. # 0000010472

Project No. 19138.00	Issue Date: APRIL 2020
Drawn By: JLB	Checked By: CNP

1

SHEET 1 OF 12

STORM DRAINAGE NOTES

1. STORM DRAINAGE PIPE SHOWN HEREON SHALL BE HIGH DENSITY POLYETHYLENE PIPE.
2. PIPE CONNECTIONS AT C.B.'S, J.B.'S, ETC. SHALL BE GROUTED ON THE OUTSIDE AND INSIDE OF THE STRUCTURES.
3. TRENCH BACKFILL MATERIAL SHALL BE FREE OF ROOTS, STUMPS, OR OTHER DEBRIS AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR OR AS PER SPECIFICATIONS.
4. CATCH BASINS, DROP INLETS, AND JUNCTION BOXES SHALL HAVE PAVED INVERTS. MATCHING LOWEST INVERT & SLOPING UP TO 1/4 PIPE DIA.
5. CONTRACTOR TO NOTIFY ENGINEER FOR ASSISTANCE IN LOCATING OUTFLOW HEADWALLS IF STAKED LOCATION IN THE FIELD DOES NOT ALIGN WITH NATURAL FEATURES AS INDICATED ON THE PLANS.

GRADING NOTES

1. SPOT ELEVATIONS ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.
2. CONTOURS ON PAVEMENT ARE TOP OF PAVEMENT.
3. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL UTILITIES BEFORE CONSTRUCTION AND VERIFYING LOCATION OF ALL UTILITIES SHOWN OR NOT SHOWN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND COST OF THE RELOCATION OF ALL UTILITIES, ALONG THE RIGHT-OF-WAY AND ON SITE, ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT. SUCH AS, BUT NOT LIMITED TO, SIGNAL POLES, SIGNAL CONTROLS, DRAINAGE STRUCTURES, TRAFFIC SIGNS, UTILITY POLES, GUY WIRES, ETC.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AS ACCEPTABLE TO THE OWNER AND ENGINEER AND IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
7. SOIL FROM FOOTINGS IS THE SITE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR IS TO USE THE SOIL ON SITE OR REMOVE IT FROM SITE.
8. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL PLANS AND SPECIFICATIONS.
9. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDINGS.
10. SLOPES AND DISTURBED AREAS NOT COVERED BY BUILDING OR PAVEMENT SHALL BE GRADED SMOOTH AND RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR TO PROVIDE TOPSOIL IF NOT AVAILABLE ON SITE. THE AREAS SHALL BE SEEDED AND COVERED WITH MATING AS DESIGNATED ON PLANS. FERTILIZED AND WATERED TO PROVIDE A HEARTY, MOWABLE STAND OF GRASS. SMALL ROCKS MUST BE REMOVED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
11. FILL USED TO INCREASE THE ELEVATION OF THE FLOOR SLAB OR ANY FILL TO BE USED AS BACKFILL SHALL BE CLEAN, GRANULAR MATERIAL. PRIOR TO THE USE OF ANY GRANULAR FILL GRADATION, ANALYSIS SHALL BE PERFORMED ON REPRESENTATIVE SAMPLES OF THE FILL MATERIAL TO DETERMINE WHETHER THE MATERIAL IS SUITABLE AS FILL. COMPACTED FILL SHALL BE PLACED IN LAYERS OF NOT MORE THAN EIGHT INCHES IN THICKNESS, AT MOISTURE CONTENTS WITHIN THREE PERCENT OPTIMUM, AND COMPACTED TO MINIMUM DENSITY OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR METHOD, ASTM D-1557.
12. EARTHWORK SHALL BE ON AN UNCLASSIFIED BASIS.
13. CONTRACTOR TO NOTIFY ENGINEER IF INVERTS ON OUTLET PIPES DO NOT MATCH EXISTING ELEVATIONS AS INDICATED ON PLANS.
14. MAXIMUM SLOPES ON CUT OR FILL SECTIONS SHALL NOT EXCEED 3:1.

GENERAL NOTES

1. CONTRACTOR IS TO COMPLY WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHICH ARE PRESENTLY IN EFFECT.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED ABOUT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES SHOWN ON THIS DRAWING. THEY ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. THIS INFORMATION IS NOT TO BE TAKEN AS EXACT NOR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 24 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF RESPECTIVE UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS. UPC# 1-800-282-7411
3. CONTRACTOR TO COORDINATE WITH POWER COMPANY PROVIDING TEMPORARY SERVICE FOR CONSTRUCTION FACILITIES DURING CONSTRUCTION IF REQUIRED.
4. CONTRACTOR SHALL ASSURE THAT ALL FINAL INSPECTIONS ARE MADE.
5. SIGNS SHALL BE PERMITTED THROUGH THE CITY/COUNTY AND ARE NOT PART OF THESE DOCUMENTS
6. A COPY OF THE APPROVED CONSTRUCTION PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES THAT CONSTRUCTION IS UNDER WAY.
7. IT IS THE DEVELOPER'S RESPONSIBILITY TO COMPLY WITH ALL STATE AND FEDERAL LAWS AND REGULATIONS THAT APPLY TO THE PROJECT.
8. PRIOR TO ISSUANCE OF A CLEARING AND GRUBBING PERMIT, THE DEVELOPER IS REQUIRED TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH SPALDING COUNTY. THE PROJECT DEVELOPER, DESIGN PROFESSIONAL, AND CONTRACTOR ARE REQUIRED TO ATTEND THE PRE-CONSTRUCTION CONFERENCE.
9. INFORMATION REGARDING UNDERGROUND UTILITIES ON THESE PLANS IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL REQUEST A FIELD LOCATION THROUGH THE UTILITY PROTECTION CENTER AND ANY UTILITY OWNERS THOUGHT TO HAVE FACILITIES IN THE AREA. THE CONTRACTOR SHALL PROMPTLY COMPARE THESE FIELD-MARKED LOCATIONS WITH THE PROJECT PLANS AND THEN NOTIFY THE DESIGN PROFESSIONAL AND, IF NECESSARY, THE CITY OF ANY ANTICIPATED PROBLEMS OR NEED FOR CHANGES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXCAVATE OR CAUSE THE UTILITY OWNER TO EXCAVATE FOR THE PURPOSE OF DETERMINING EXACT ELEVATIONS OR LOCATIONS AT UTILITY CROSSINGS AND OTHER CRITICAL LOCATIONS WELL IN ADVANCE OF THE WORK.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPALDING COUNTY SPECIFICATIONS.
11. IT IS THE DEVELOPER'S RESPONSIBILITY TO NOTIFY COUNTY OFFICIALS FOR ALL REQUIRED INSPECTIONS. A 48 HOUR ADVANCE NOTIFICATION IS REQUIRED PRIOR TO INSPECTION BY THE COUNTY.
12. GRADING SHALL BE DONE TO SUBGRADE ELEVATION. IT SHOULD BE NOTED THAT FINISH WITH SURFACE GRADES ARE SHOWN ON THIS PLAN, AND THE CONTRACTOR SHALL MAKE ALLOWANCES FOR PAVEMENT, STONE, AND SLAB THICKNESSES.
13. ALL FINISHED GRADING AND PAVING SHALL HAVE POSITIVE DRAINAGE.
14. REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
15. EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES WILL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTION.
16. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSION ELEMENTS SHALL BE KEPT TO A PRACTICABLE MINIMUM. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING CONSTRUCTION.
17. PERMANENT VEGETATION SHALL BE ESTABLISHED AS SOON AS PRACTICABLE.
18. STREAM BUFFERS ARE MEASURED FROM THE POINT WHERE THE VEGETATION HAS BEEN WRESTED BY THE NORMAL STREAM FLOW. THE BUFFER AREA SHALL REMAIN UNDISTURBED.
19. ALL CONSTRUCTION SHALL COMPLY WITH THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
20. MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.

SITE NARRATIVE

1. BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM INFORMATION PREPARED BY S.L.COLWELL AND ASSOCIATES 265 CRAWFORD ROAD, BARNESVILLE, GEORGIA 30204
2. PROPERTY OWNER: SPALDING COUNTY
CONTACT: BRENT FOSTER
SITE ZONED: INST.
SITE USAGE: ANIMAL SHELTER
BUILDING SETBACKS: FRONT YARD - 70'
SIDE YARD - 30'
REAR YARD - 35'
3. ADJACENT PROPERTIES ARE ZONED INST.
4. TOTAL AREA OF SITE = 5.0 ACRES
IMPERVIOUS SURFACE OF CURRENT SITE = 46,347 SQ.FT.
IMPERVIOUS SURFACE OF PROPOSED DEVELOPMENT = 37,458.30 SQ.FT.
PERCENTAGE OF IMPERVIOUS SURFACE = 17%
MAXIMUM IMPERVIOUS SURFACE ALLOWED = 80%
5. PROPOSED BUILDING = 7,200 SQ. FT.
PROPOSED PARKING = 0 SPACES
REQUIRED PARKING -EXISTING PARKING WILL BE UTILIZED BY THE PROPOSED DEVELOPMENT.
6. ALL CONSTRUCTION SHALL CONFORM TO THE SPALDING COUNTY STANDARD SPECIFICATIONS AND REGULATIONS.
7. PERSONS USING THIS DRAWING SHOULD CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
8. ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING (WHERE APPLICABLE) TO FACE OF CURB, OR AS OTHERWISE NOTED. SEE ARCH. DWGS. FOR BUILDING DIMENSIONS AND VERIFY WITH SITE PLAN.
9. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
10. OWNER/DEVELOPER CONTACT: BRENT FOSTER
SPALDING COUNTY ANIMAL SHELTER
208 JUSTICE BOULEVARD
GRIFFIN, GEORGIA 30224
11. ALL PROPOSED ELEVATIONS ARE FINISHED GRADE ELEVATIONS.
12. THESE DOCUMENTS ARE FOR CONSTRUCTION PURPOSES ONLY AND ARE NOT INTENDED TO BE UTILIZE IN ANY WAY AS RECORD DOCUMENTS. AS-BUILT DRAWINGS REQUIRED BY GOVERNMENT AGENCIES MUST BE PROVIDED FROM FIELD RUN DATA PER THE SPECIFICATIONS OF THE GOVERNMENT AGENCY.

UTILITY NOTES

1. THE SPALDING COUNTY STANDARD SPECIFICATIONS AND DETAILS SHALL GOVERN ALL WATER AND SANITARY SEWER MAIN CONSTRUCTION.
2. THE BUILDING CONTRACTOR IS RESPONSIBLE FOR LOCATION, SIZE AND SPECIFICATIONS OF ALL ELECTRICAL TRANSFORMER PADS FROM THE LOCAL POWER COMPANY AND PROVIDING SERVICE FROM THE TRANSFORMER TO THE BUILDING.
3. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS AND IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION AT NO EXTRA COST TO THE OWNER.
4. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OR OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
5. SANITARY SEWER LATERAL PIPE SHALL BE SDR 26.
6. SEWER SERVICE LATERALS SHALL BE COORDINATED WITH BUILDING PLANS. ANY DISCREPANCIES SHOULD BE CLARIFIED BEFORE INSTALLATION. SEWER SERVICE LATERALS ARE TO BE PERMANENTLY MARKED ON THE CURB.
7. 6" AND LARGER SANITARY SEWER LINES ARE TO BE LOCATABLE, INCLUDING LATERALS.
8. WATER PIPE 4" DIAMETER AND LARGER SHALL BE C900 PVC WATER PIPE WITH 150 PSI PRESSURE RATING CONFORMING TO AWWA, AND UNIBELL PLASTIC PIPE STANDARD SPECIFICATIONS.
9. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 4' OVER ALL WATER LINES.
10. CONTRACTOR SHALL COORDINATE INSTALLATION OF WATER SERVICE WITH WATER DEPARTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PURCHASE, AND/OR FEES ASSOCIATED WITH ALL APPARATUS INCLUDING WATER METERS, BACK FLOW PREVENTERS, POST INDICATOR VALVES, AND ENCLOSURES.
11. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF WATER AND SEWER LINE IS TEN FEET (10'). THE MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINES IS EIGHTEEN INCHES (18").
12. WATER SERVICE LEADS SHALL HAVE REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTOR AS INDICATED ON THE PLANS.
13. EXISTING UTILITIES LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED FOR LOCATION AND NUMBER BY THE CONTRACTOR.
14. ELECTRIC, TELEPHONE AND GAS LINES, INCLUDING SERVICE LINES, ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE APPROPRIATE UTILITY COMPANIES SPECIFICATIONS.
15. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITIES BY OTHERS WITH HIS WORK.
16. PRIMARY ELECTRIC SERVICE IS PROVIDED BY THE POWER COMPANY. THIS INCLUDES THE TRANSFORMER, TRENCHING, AND BACKFILL. TRANSFORMER PAD AND FINAL COMPACTION OF THE TRENCH IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND FEES ASSOCIATED WITH POWER SERVICE AS WELL AS SECONDARY SERVICE.
17. GAS LINES ARE INDICATED FOR COORDINATION ONLY. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND FEES ASSOCIATED WITH GAS SERVICE. EXACT LOCATION WILL BE FIELD DETERMINED DURING CONSTRUCTION.



350 airport road griffin, georgia 30224
phone (770) 412-7700 www.pcgeng.com

SITE DEVELOPMENT PLANS FOR THE

SPALDING COUNTY
ANIMAL SHELTER

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

The client acknowledges that these documents are the work papers of Paragon Consulting Group, Inc. and are their instruments of professional service. These documents shall not be reused or modified in any way without the prior written authorization of Paragon Consulting Group, Inc.

SHEET:

GENERAL NOTES

LICS #: PEF004167

NOT FOR
CONSTRUCTION
PRINTED:
March 30, 2020

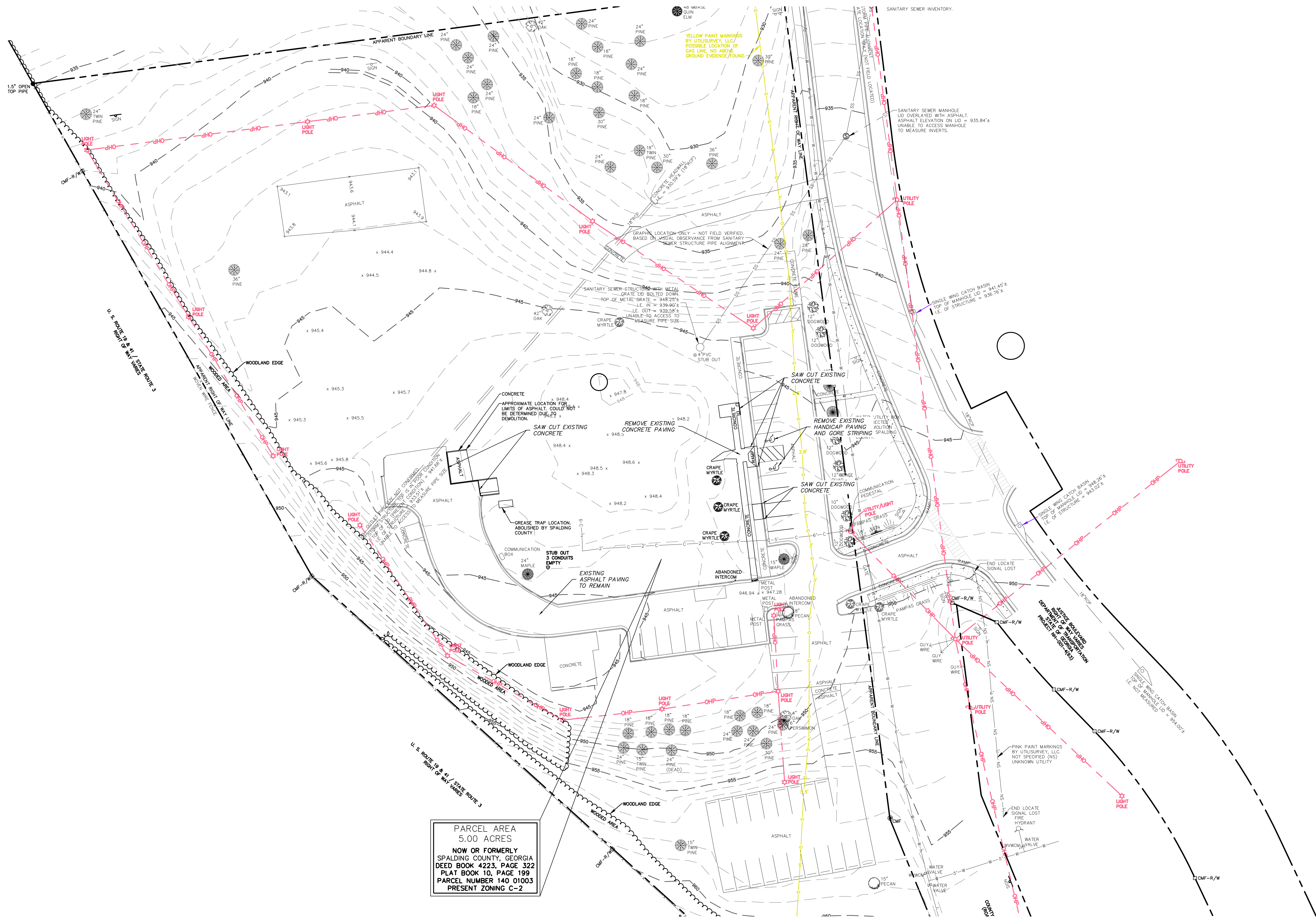
GSWCC LEVEL II CERT. # 0000010472

Project No. 19138.00	Issue Date: APRIL 2020
Drawn By: JLB	Checked By: CNP

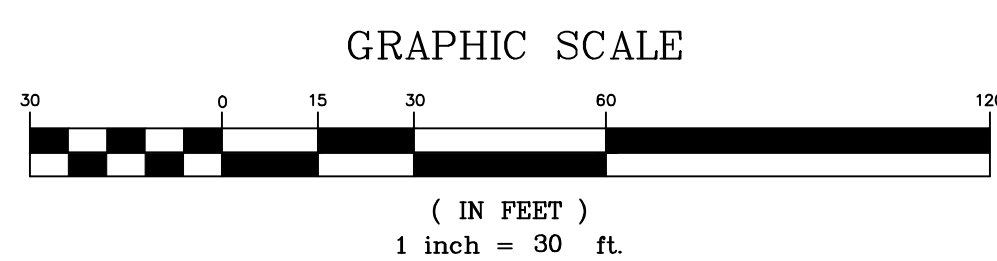
2

SHEET 2 OF 12

No.	Revisions:	Date



EXISTING CONDITIONS / DEMOLITION PLAN



No.	Revisions:	Date

SITE DEVELOPMENT PLANS FOR THE

SPALDING COUNTY ANIMAL SHELTER

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

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SHEET:
EXISTING CONDITIONS/
DEMOLITION PLAN

LICS #: PEF004167

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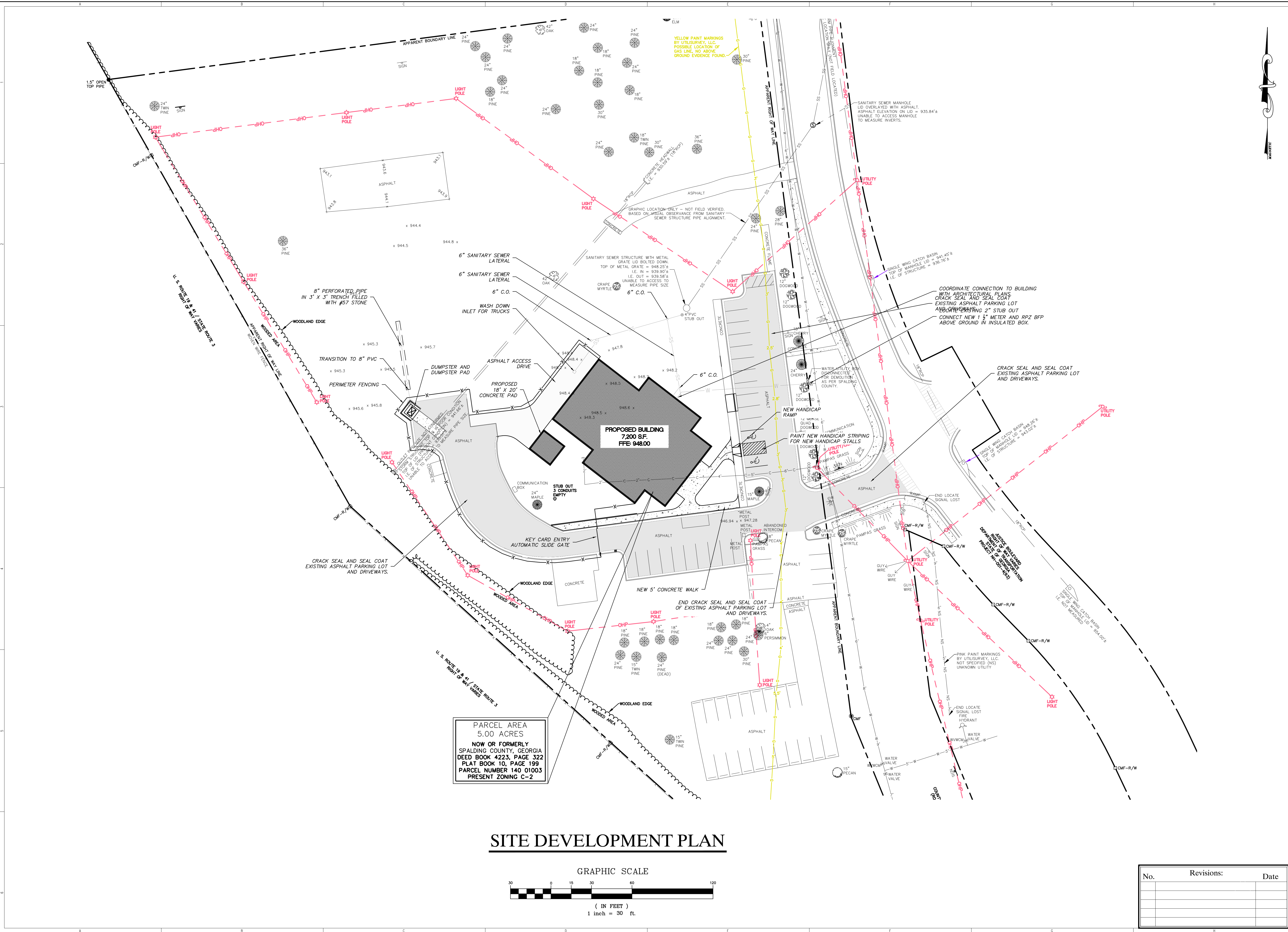
Project No. 19138.00	Issue Date: APRIL 2020
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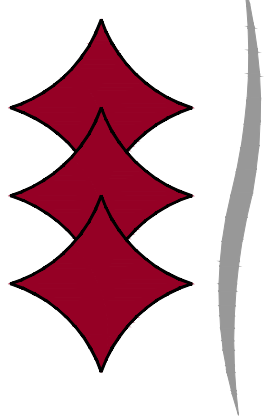
3

SHEET 3 OF 12



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PARAGON
CONSULTING GROUP

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SITE DEVELOPMENT PLANS FOR THE

SPALDING COUNTY ANIMAL SHELTER

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

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SHEET:

SITE PLAN

LICS #: PEF004167

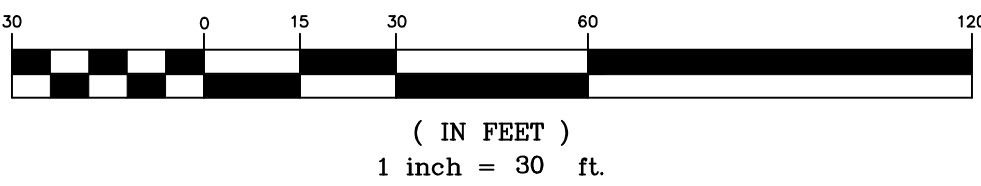
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GSWCC LEVEL II CERT. # 0000010472

Project No.	19138.00	Issue Date:	APRIL 2020
Drawn By:	JLB	Checked By:	CNP

4

SHEET 4 OF 12



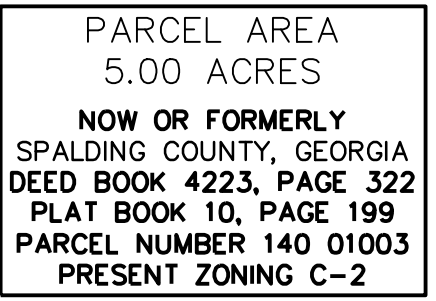
GRAPHIC SCALE

(IN FEET)
inch = 30 ft.

PARCEL AREA
5.00 ACRES
NOW OR FORMERLY
SPALDING COUNTY, GEORGIA
DEED BOOK 4223, PAGE 322
PLAT BOOK 10, PAGE 199
PARCEL NUMBER 140 01003
PRESENT ZONING C-2

SHEET 5 OF 12

No.	Revisions:	Date



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

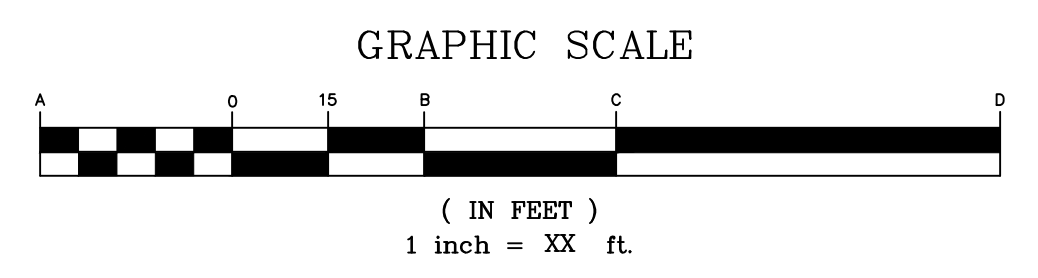
No.	Revisions:	Date

6
SHEET 6 OF 12



- DESCRIPTION OF EROSION CONTROL MEASURES
- INITIAL PHASE:
1. CONTRACTOR TO INSTALL A CONSTRUCTION EXIT PER THE DETAIL WITHIN THIS DRAWING SET.
 2. INSTALL PERIMETER SILT FENCING.
 3. DURING THE INITIAL PHASE OF CONSTRUCTION SHOULD ANY AREAS BE LEFT DISTURBED FOR MORE THAN 14 DAYS THEY SHOULD BE MULCHED AND TEMPORARILY GRASSED.
 4. PROVIDE PERIODIC WETTING OF THE SITE DURING DRY MONTHS TO PREVENT DUST FROM LEAVING THE SITE.
 5. INSTALL HAY BALE INLET PROTECTION ON EXISTING CURB CUTS AND FLUMES.
 6. REMOVE SILT FENCE, INLET SEDIMENT TRAPS, SLOPE STABILIZATION AND CONSTRUCTION ENTRANCE AFTER CONSTRUCTION IS COMPLETE AND ONCE PAVING IS INSTALLED AND FINAL GRASSING IS ESTABLISHED.

EROSION & SEDIMENT CONTROL PLAN



BMP NOTES:
1. REMOVE SILT FENCE WHEN FINAL GRASSING IS ESTABLISHED.

No.	Revisions:	Date

PARAGON CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 www.pcgeng.com

SITE DEVELOPMENT PLANS FOR THE

SPALDING COUNTY ANIMAL SHELTER

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

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SHEET:
FINAL EROSION CONTROL PLAN

LICS #: PEF004167

NOT FOR CONSTRUCTION
PRINTED:
March 30, 2020

GSWCC LEVEL II CERT. # 0000010472

Project No. 19138.00	Issue Date: APRIL 2020
Drawn By: JLB	Checked By: CNP

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SHEET 7 OF 12

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)																	
SPECIES	BROADCAST RATES 2/ - PLS 3/ PER ACRE 1000 SQ. FT.		RESOURCE AREA	PLANTING RATES BY RESOURCE AREA PLANTING DATES												REMARKS	
				OPTIMUM PERMISSIBLE BUT MARGINAL													
				J	F	M	A	M	J	J	A	S	O	N	D		
MILLET, PEARL (PENNESETUM GLAUCUM) ALONE	50 LBS	1.1 LB	M-L P C														88,000 SEED PER POUND. QUICK DENSE COVER. MAY REACH 5 FEET IN HEIGHT. NOT RECOMMENDED FOR MIXTURES.
RYEGRESS, ANNUAL (LOLIUM TEMULENTUM) ALONE	40 LBS	0.9 LB	M-L P C														227,000 SEED PER POUND. DENSE COVER. VERY COMPETITIVE AND IS NOT TO BE USED IN MIXTURES.
SUDANGRASS (SORGHUM SUDANESE) ALONE	60 LBS	1.4 LB	M-L P C														55,000 SEED PER POUND. GOOD ON DROUGHTY SITES. NOT RECOMMENDED FOR MIXTURES.
MILLET, BROWNTOP (PANICUM FASCICULATUM) ALONE IN MIXTURES	40 LBS 10 LBS	0.9 LB 0.2 LB	M-L P C														137,000 SEED PER POUND. QUICK DENSE COVER. WILL PROVIDE TOO MUCH COMPETITION IN MIXTURES IF SEEDED AT HIGH RATES.

SPECIFICATIONS

A. GRADING AND SHAPING

1. EXCESSIVE WATER RUNOFF MUST BE CONTROLLED BY PLANNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, SEDIMENT BASINS AND OTHERS.

B. SEEDBED PREPARATION

1. WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED.

2. WHEN USING CONVENTIONAL OR HAND-SEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL.

3. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH UNDISTURBED CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED, OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

C. LIME AND FERTILIZER

1. AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. ALL GRADED AREAS REQUIRE LIME APPLICATION.

2. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED IF VERIFIED BY SOIL ANALYSIS .

3. ON SOILS OF VERY LOW FERTILITY, USE 500 TO 700 POUNDS 10-10-10 FERTILIZER OR THE EQUIVALENT PER ACRE (12-16 LBS/1000 SQ. FT.). IF THE SITE WILL PERMIT, APPLY BEFORE LAND PREPARATION AND DISK, RIP, OR CHISEL TO INCORPORATE.

D. SEEDING

1. SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR.

2. APPLY SEED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER-SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTIPACKER-SEEDERS SHOULD NORMALLY PLACE SEED ONE-HALF TO ONE INCH DEEP.

E. MULCHING

1. TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. SEE Ds1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY).

F. IRRIGATION

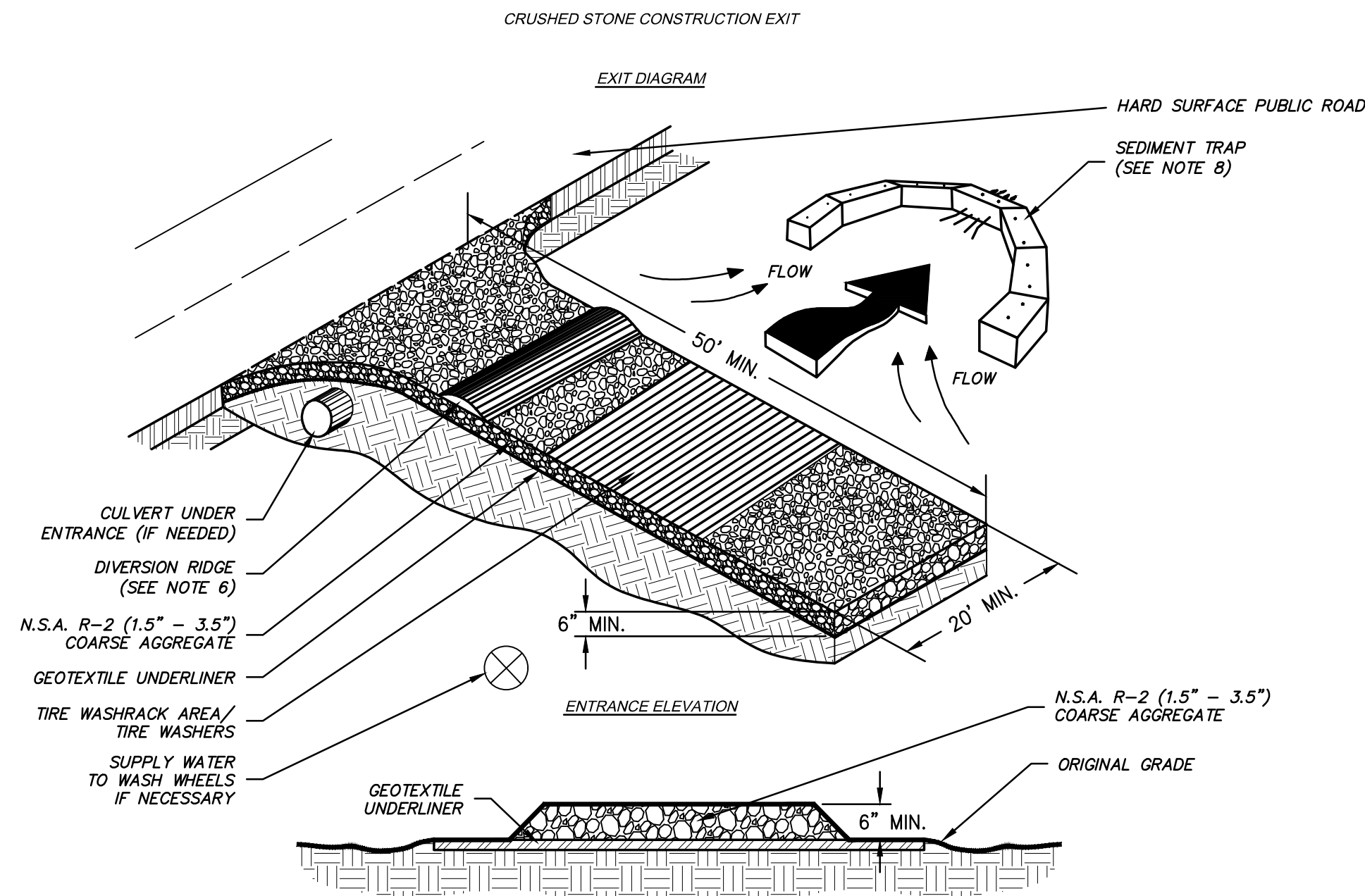
1. IF WATER IS APPLIED, IT MUST BE AT A RATE NOT CAUSING RUNOFF AND EROSION. THOROUGHLY WET THE SOIL TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

* REVISED 7/01 PER 5TH EDITION OF MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA.

FERTILIZER RATES						
SPECIES	YEARS TO APPLY FERTILIZE	FERTILIZER RATES - POUNDS PER ACRE				
		N	P ₂ O ₅	K ₂ O	N TOP- DRESSING	
WEeping LOVEGRASS AND VIRGATA OR SERICEA LESPEDEZA ¹⁹ SCARIFIED	FIRST	60-90	120-180	120-180	50	
	SECOND	0	70-100	70-100	-	
SERICEA LESPEDEZA SEEDBEARING HAY WITH OVERSEEDED WEeping LOVEGRASS	FIRST	60-90	120-180	120-180	50	
	SECOND	0	70-100	70-100	-	
HULLED COMMON BERMUDAGRASS AND VIRGATA OR SERICEA LESPEDEZA ¹⁹	FIRST	60-90	120-180	120-180	50	
	SECOND	0	70-100	70-100	-	
UNHULLED COMMON BERMUDAGRASS ¹⁸ AND SERICEA LESPEDEZA SEED HAY	FIRST	60-90	120-180	120-180	50	
	SECOND	0	70-100	70-100	-	
TALL FESCUEGRASS AND CLEAN COMBINE RUN VIRGATA OR SERICEA LESPEDEZA ¹⁹	FIRST	60-90	120-180	120-180	0-50 IN SPRING	
	SECOND	0	70-100	70-100	-	
HULLED COMMON BERMUDAGRASS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	36-48	72-96	72-96	50-100 ¹⁴	
UNHULLED COMMON BERMUDAGRASS	FIRST	60-90	120-180	120-180	50-100	
	SECOND	36-48	72-96	72-96	50-100	
PENSACOLA BAHAGRASS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	36-48	72-96	72-96	50-100 ¹⁴	
WILMINGTON BAHAGRASS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	36-48	72-96	72-96	50-100 ¹⁴	
COASTAL OR COMMON BERMUDAGRASS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	36-48	72-96	72-96	-	
SPRIGS OR SOD PLUGS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	60	120	120	-	
TALL FESCUE GRASS (USE ON BETTER SITES)	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	60	120	120	-	
MIDLAND OR COMMON BERMUDAGRASS	FIRST	60-90	120-180	120-180	50-100 ¹⁴	
	SECOND	36-48	72-96	72-96	-	
SPRIGS OR SOD PLUGS	FIRST	10 LB OF 6-12-12 PER 100' OF ROW				
SHRUB LESPEDEZA PLANTS	SECOND	3 LB OF 0-14-14 PER 100' OF ROW				
AGRICULTURAL LIME RATES						
ONE OR TWO TONS PER ACRE OR AS INDICATED BY SOIL TESTING.						
MULCHING						
DRY STRAW MULCH AT A RATE OF TWO TONS PER ACRE FOR PERMANENT VEGETATION WITHIN 24 HOURS AFTER SEEDING.						

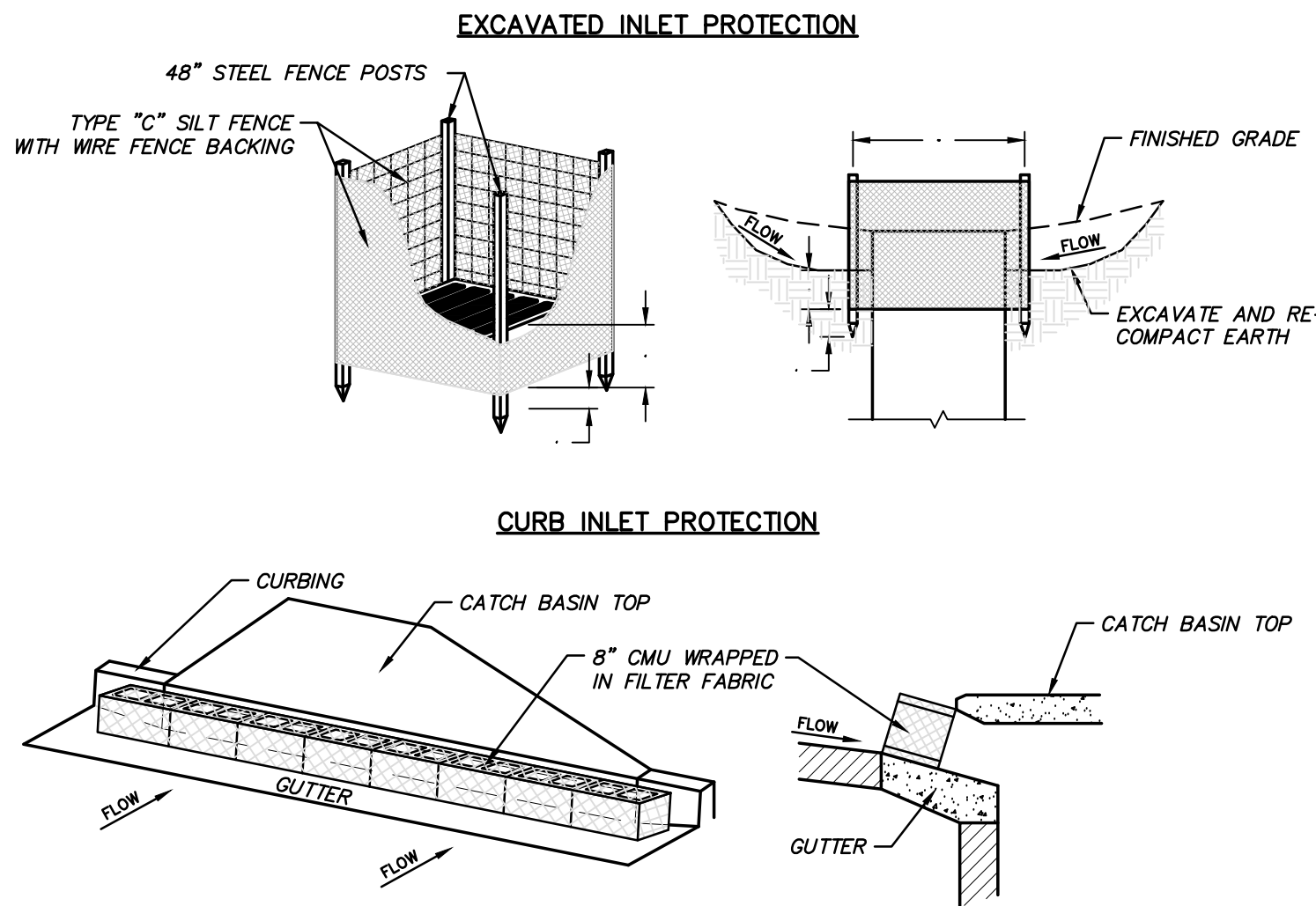
Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)	
MATERIAL	DEPTH
1. DRY STRAW OR GRASS HAY	2" TO 4"
2. WOOD WASTE (SAW DUST, BARK, CHIPS)	2" TO 3"
3. COMPLETELY COVER AREA WITH BLACK POLYETHYLENE FILM AND HOLD IN PLACE BY PLACING SOIL ON THE OUTER EDGE. (SOIL STOCKPILES)	
SEE DS1 SPECIFICATIONS IN MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.	
* REVISED 7/01 PER 5TH EDITION OF MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA.	

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING)																
SPECIES	BROADCAST RATES 2/ - PLS 3/ PER ACRE 1000 SQ. FT.		RESOURCE AREA	PLANTING RATES BY RESOURCE AREA PLANTING DATES												REMARKS
				OPTIMUM PERMISSIBLE BUT MARGINAL												
				J	F	M	A	M	J	J	A	S	O	N	D	
BERMUDA, COMMON (CYNODON DACTYLON) HULLED SEED			P C													1,787,000 SEED PER POUND. QUICK COVER. LOW GROWING AND SOD FORMING. FULL SUN. GOOD FOR ATHLETIC FIELDS.
ALONE	10 LBS	0.2 LB														
WITH OTHER PERENNIALS	6 LBS	0.1 LB														
BERMUDA, COMMON (CYNODON DACTYLON) UNHULLED SEED			P C													
WITH TEMPORARY COVER	10 LBS	0.2 LB														PLANT WITH WINTER ANNUALS.
WITH OTHER PERENNIALS	6 LBS	0.1 LB														PLANT WITH TALL FESCUE.
CENTPEDE (EREMOCHLOA OPHIUROIDES)	BLOCK SOD ONLY		P C													DROUGHT TOLERANT. FULL SUN OR PARTIAL SHADE. EFFECTIVE ADJACENT TO CONCRETE AND IN CONCENTRATED FLOW AREAS. IRRIGATION AS NEEDED UNTIL FULLY ESTABLISHED. DO NOT PLANT NEAR PASTURES. WINTERHARDY AS FAR NORTH AS ATHENS AND ATLANTA.
FESCUE, TALL (FESTUCA ARUNDINACEA)			M-L P													
ALONE	50 LBS	1.1 LB														227,000 SEED PER POUND. USE ALONE ONLY ON BETTER SITES. NOT FOR DROUGHTY SOILS. MIX WITH PERENNIAL LESPEDEZAS OR CROWN VETCH. APPLY TOPDRESSING IN SPRING FOLLOWING FALL PLANTINGS. NOT FOR HEAVY USE AREAS OR ATHLETIC FIELDS.
WITH OTHER PERENNIALS	30 LBS	0.7 LB														
LESPEDEZA, SERICEA (LESPEDEZA CUNEATA)			M-L P C													
SCARIFIED	60 LBS	1.4 LB														350,000 SEED PER POUND. WIDELY ADAPTED. LOW MAINTENANCE. MIX WITH WEEPING LOVEGRASS, COMMON BERMUDA, BAHIA, OR TALL FESCUE. TAKES 2 TO 3 YEARS TO BECOME FULLY ESTABLISHED. EXCELLENT ON ROAD BANKS. INOCULATE SEED WITH EL INOCULANT.
UNSCARIFIED	75 LBS	1.7 LB	M-L P C													MIX WITH TALL FESCUE OR WINTER ANNUALS.
SEED-BEARING HAY	3 TONS	138 LB	M-L P C													CUT WHEN SEED IS MATURE. BUT BEFORE IT SHATTERS. TALL FESCUE OR WINTER ANNUALS.
LOVEGRASS, WEEPING (ERAGROSTIS CURVULA)			M-L P C													
ALONE	4 LBS	0.1 LB														1,500,000 SEED PER POUND. QUICK COVER. DROUGHT TOLERANT. GROWS WELL WITH SERICEA LESPEDEZA ON ROADBANKS.
WITH OTHER PERENNIALS	2 LBS	0.05 LB														
SPECIFICATIONS																
A. GRADING AND SHAPING																
1. GRADING AND SHAPING IS NOT NORMALLY REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENTS.																
B. SEEDBED PREPARATION																
1. SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED.																
2. WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:																
A. BROADCAST PLANTING																
1. TILLAGE AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEVATE COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL; ALLOW FOR THE PROPER PLACEMENT OF SEED SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.																
C. LIME AND FERTILIZER -- RATES AND ANALYSIS																
1. WHERE PERMANENT VEGETATION IS TO BE ESTABLISHED, AGRICULTURAL LIME SHALL BE APPLIED AS INDICATED BY SOIL TEST OR AT THE RATE OF 1 TO 2 TONS PER ACRE. AGRICULTURAL LIME SHALL BE WITHIN THE SPECIFICATIONS OF THE GEORGIA DEPARTMENT OF AGRICULTURE.																
2. LIME SPREAD BY CONVENTIONAL EQUIPMENT WILL BE "GROUND LIMESTONE". GROUND LIMESTONE IS CALCITIC OR DOLOMITIC LIMESTONE GROUND SO THAT 90 PERCENT OF THE MATERIAL WILL PASS THROUGH A 10-MESH SIEVE AND NOT LESS THAN 25 PERCENT WILL PASS THROUGH A 100-MESH SIEVE.																
3. AGRICULTURAL LIME SPREAD BY HYDRAULIC SEEDING EQUIPMENT WILL BE "FINELY GROUND LIMESTONE". FINELY GROUND LIMESTONE IS CALCITIC OR DOLOMITIC LIMESTONE GROUND SO THAT 98 PERCENT OF THE MATERIAL WILL PASS THROUGH A 20-MESH SIEVE AND NOT LESS THAN 70 PERCENT WILL PASS THROUGH A 100-MESH SIEVE.																
D. LIME FERTILIZER -- APPLICATION																
1. WHEN HYDRAULIC SEEDING EQUIPMENT IS USED:																
A. THE INITIAL FERTILIZER WILL BE MIXED WITH SEED, INOCULANT (IF NEEDED) AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH AND APPLIED IN A SLURRY. THE SLURRY WILL BE AGITATED DURING APPLICATION TO KEEP THE INGREDIENTS THOROUGHLY MIXED. THE MIXTURE WILL BE SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER BEING PLACED IN THE HYDROSEEDER.																
B. FERTILIZER LIME WILL BE MIXED WITH WATER AND APPLIED IMMEDIATELY AFTER MULCHING IS COMPLETED OR IN COMBINATION WITH THE TOP DRESSING.																
2. WHEN CONVENTIONAL PLANTING IS TO BE DONE, LIME AND FERTILIZER WILL BE APPLIED UNIFORMLY IN ONE OF THE FOLLOWING WAYS:																
A. APPLY BEFORE LAND PREPARATION SO THAT IT WILL BE MIXED WITH THE SOIL DURING SEEDBED PREPARATION; OR,																
B. MIX WITH THE SOIL USED TO FILL THE HOLES, DISTRIBUTE IN FURROWS; OR,																
C. BROADCAST AFTER STEEP SURFACES AND SCARIFIED, PITTED OR TRENCHED.																
D. A FERTILIZER PELLET WILL BE PLACED AT ROOT DEPTH.																
* REVISED 7/01 PER 5TH EDITION OF MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA.																

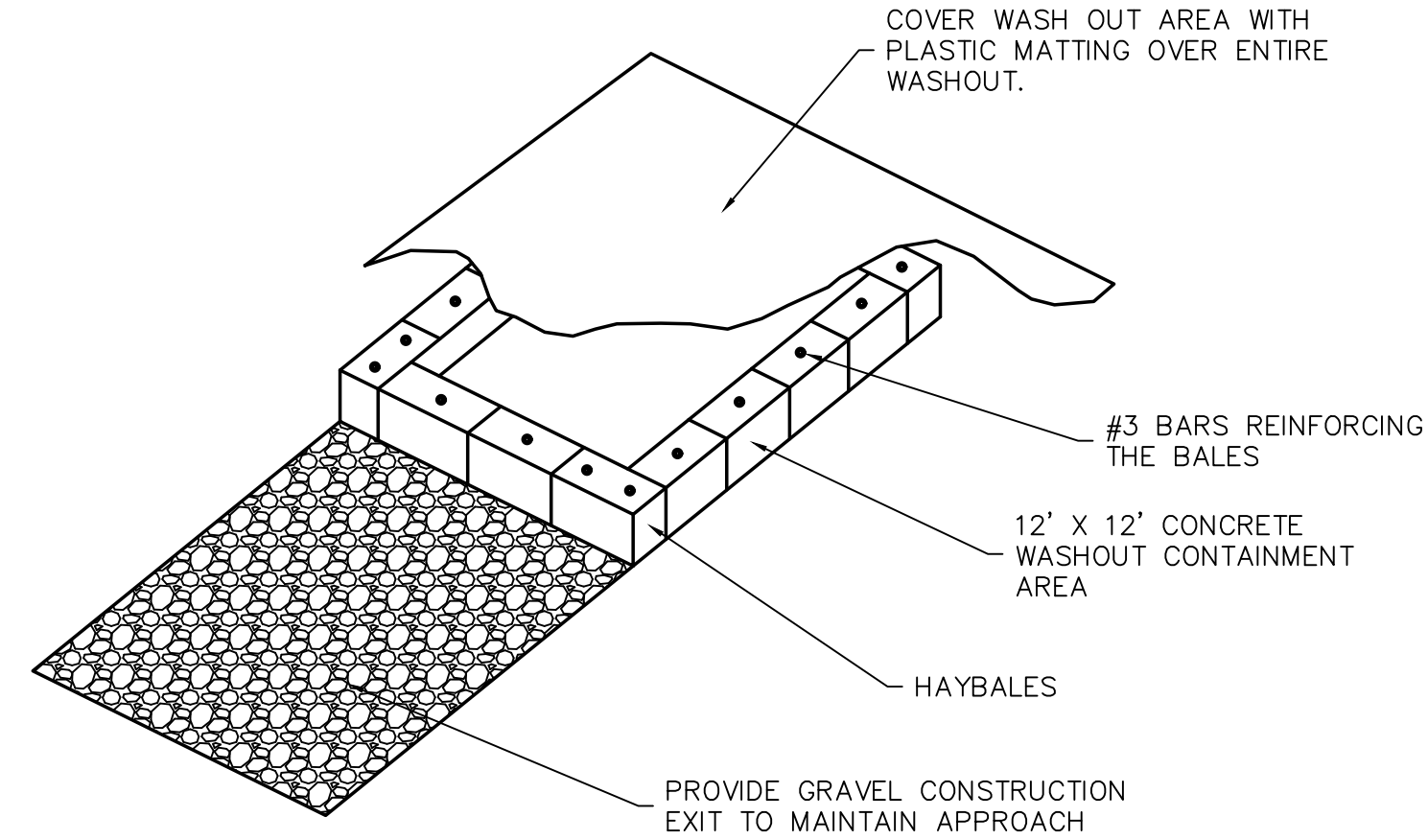


- NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

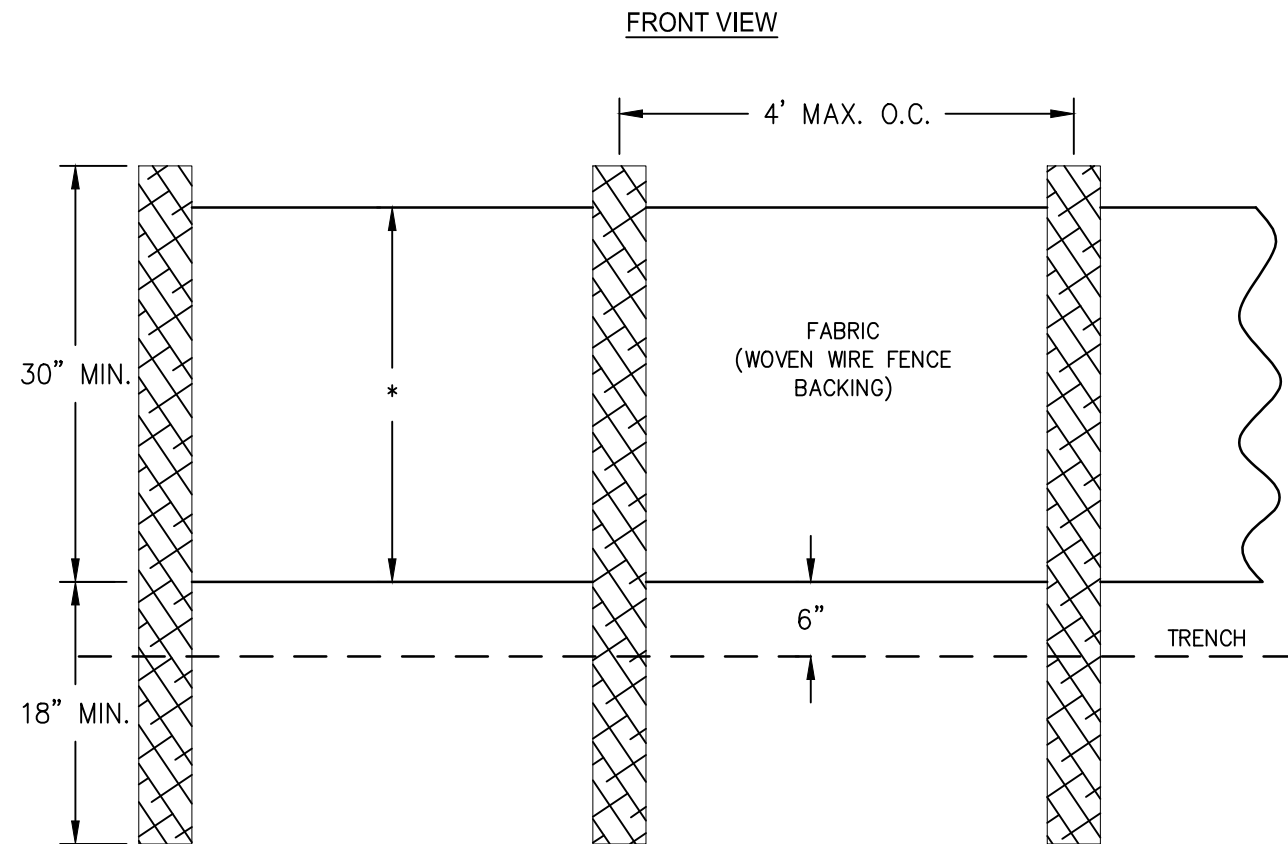
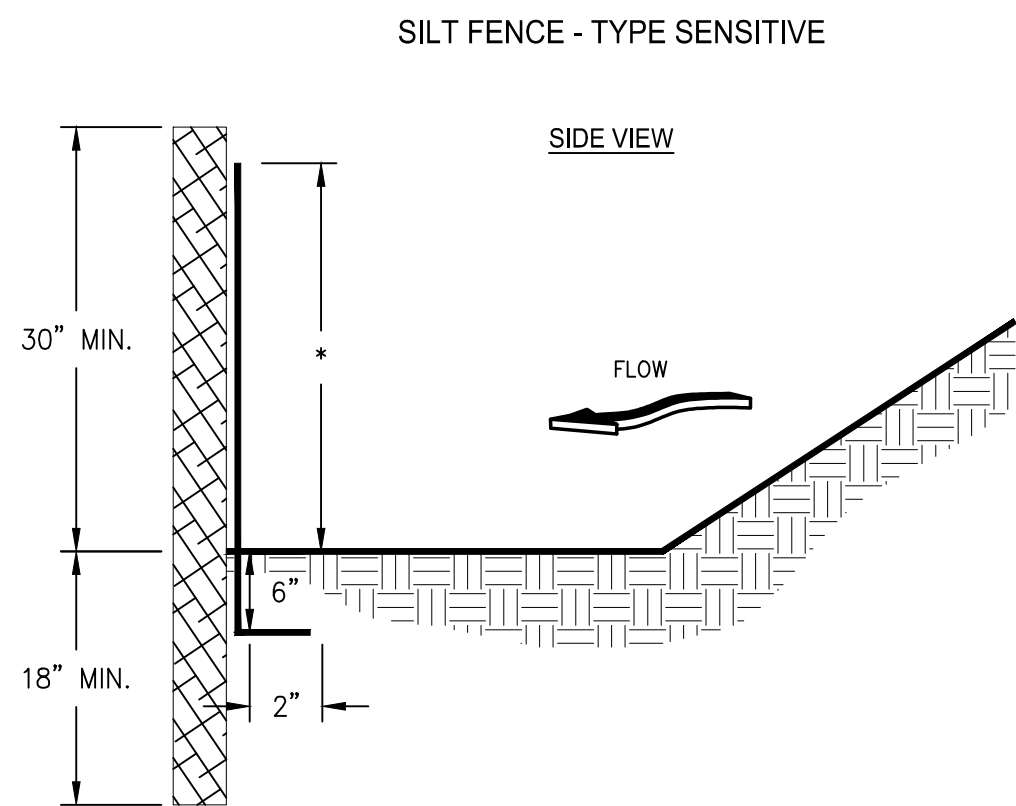
Co CONSTRUCTION EXIT N.T.S.



Sd2 INLET SEDIMENT TRAP N.T.S.



CONCRETE WASHOUT DETAIL N.T.S.



- NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
 2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Sd1 SEDIMENT BARRIER DETAIL N.T.S.

PARAGON
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SITE DEVELOPMENT PLANS FOR THE

**SPALDING COUNTY
ANIMAL SHELTER**

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

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SHEET:
EROSION CONTROL
DETAILS

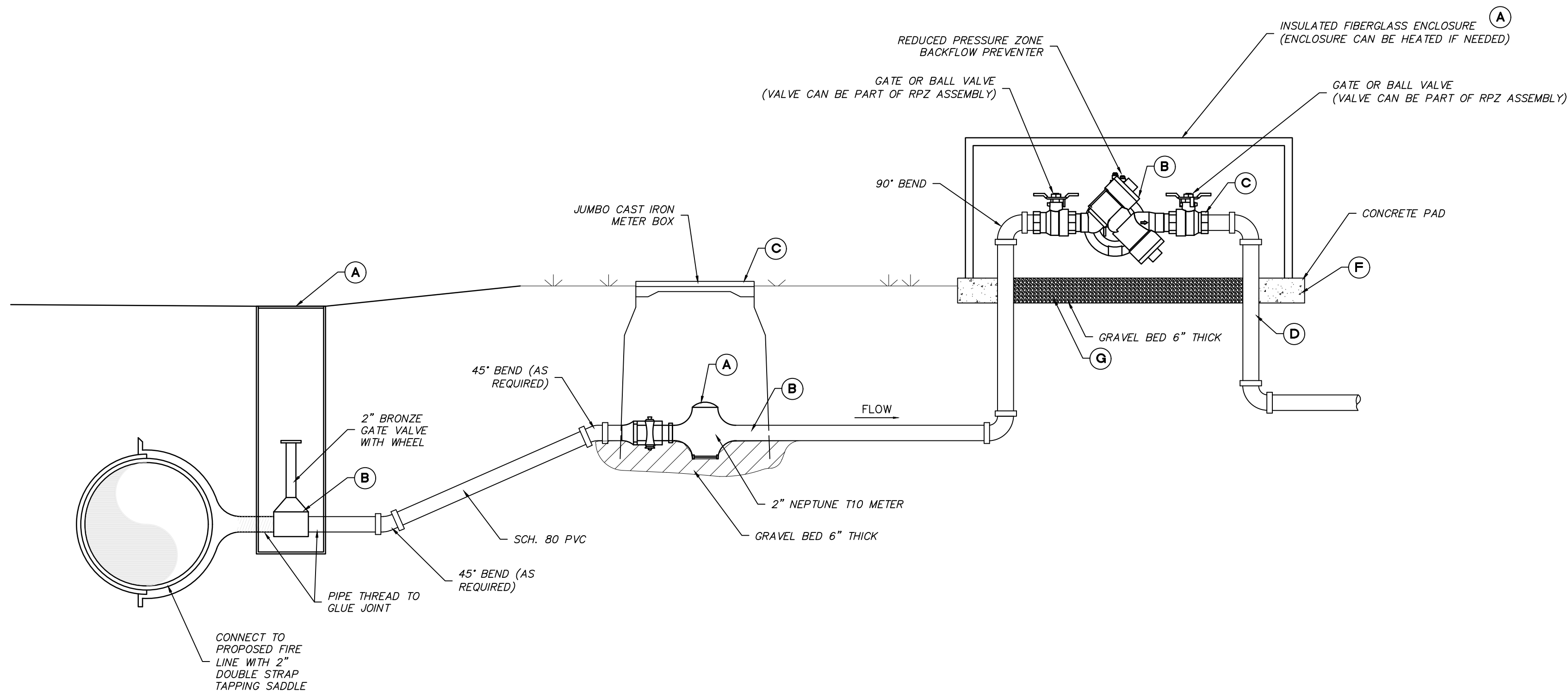
LICS #: PEF004167

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PRINTED:
March 30, 2020

GSWCC LEVEL II CERT. # 0000010472

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No.	Revisions:	Date

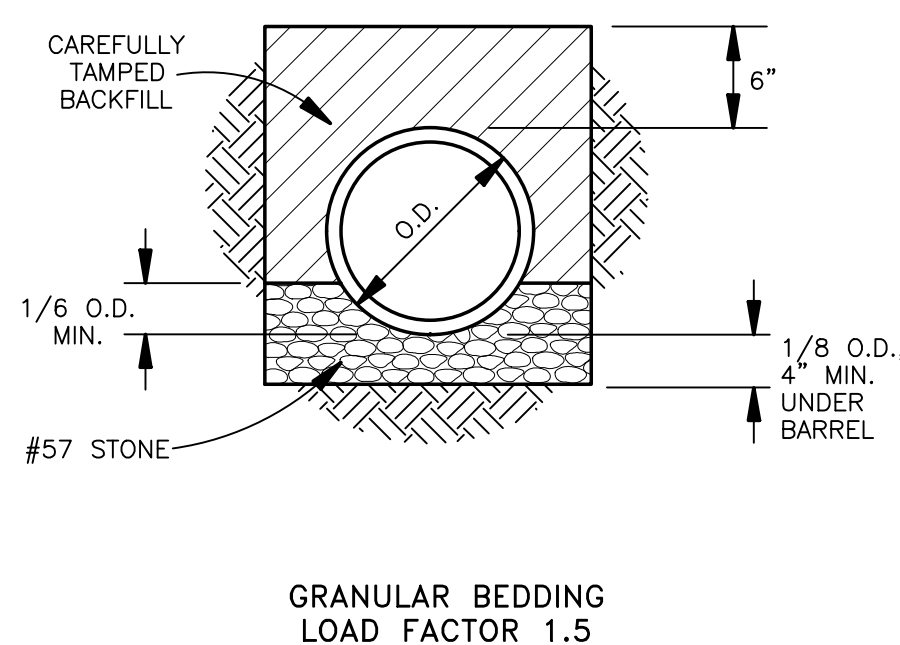


- VALVE BOX NOTES:
- A. STANDARD CAST IRON VALVE BOX
 - B. 2" GATE VALVE WITH 2" SQUARE NUT CAST IRON OR BRONZE BODY.

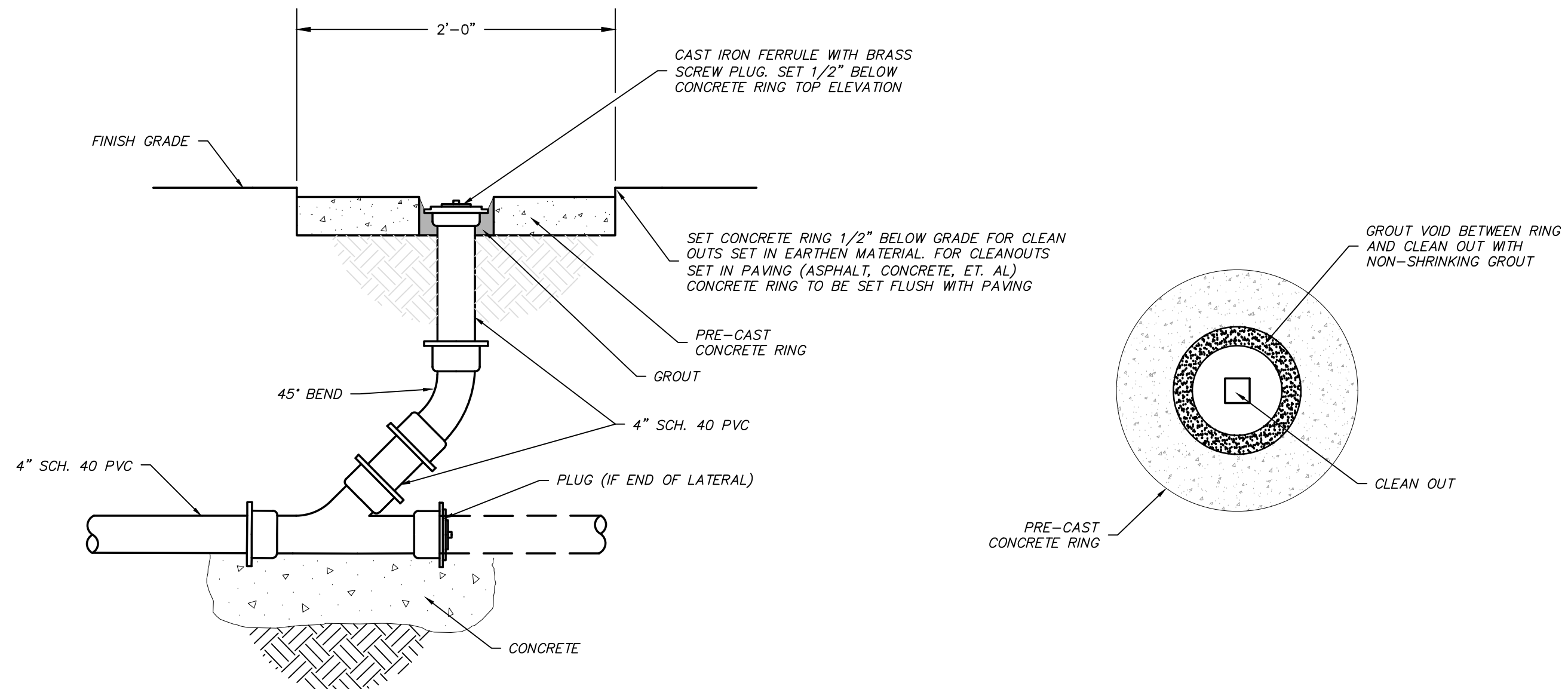
- METER ASSEMBLY NOTES:
- A. 2" NEPTUNE T10 METER
 - B. SCH. 80 PVC.
 - C. 48" X 28" X 20.5" I.D. CONC METER BOX WITH 2 PIECE LID (OLDCASTLE OR EQUAL)

- RPZ ASSEMBLY NOTES:
- A. FIBERGLASS BOX. MAY BE HEATED AS NEEDED.
 - B. RPZ ASSEMBLY.
 - C. BALL VALVE
 - D. SCHEDULE 80 PVC
 - E. SCHEDULE 80 GLUE JOINT BELOW GRADE.
 - F. CONCRETE PERIMETER PAD - 12" WIDE X 6" DEEP WITH 2 - #3 BARS CONTINUOUS.
 - G. FILL CENTER WITH 6" OF #57 STONE

2" METER AND RPZ ASSEMBLY DETAIL
N.T.S.



PIPE CLASS 'C' BEDDING
N.T.S.



CLEANOUT DETAIL
N.T.S.

No.	Revisions:	Date



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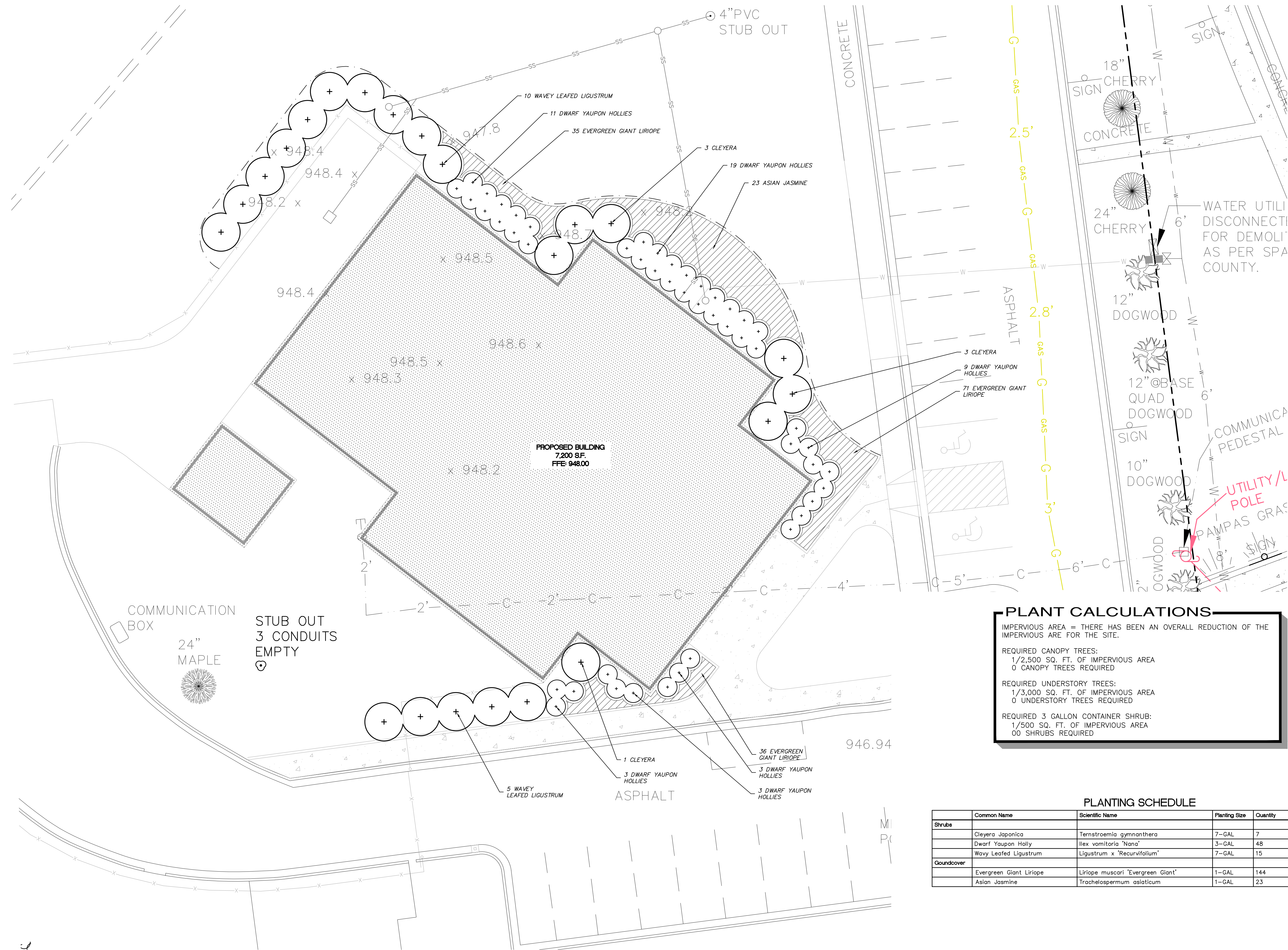
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PLANT CALCULATIONS

IMPERVIOUS AREA = THERE HAS BEEN AN OVERALL REDUCTION OF THE IMPERVIOUS ARE FOR THE SITE.

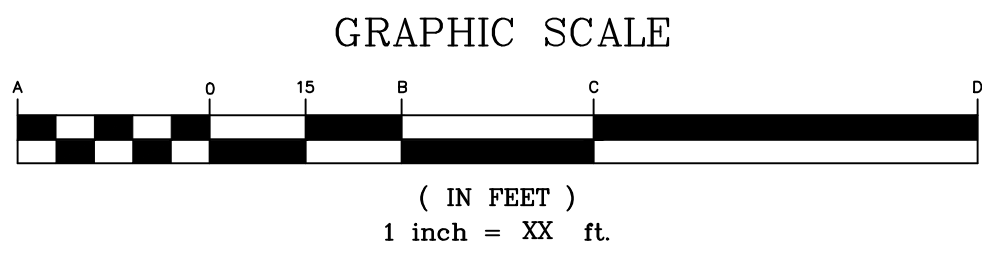
REQUIRED CANOPY TREES:
1/2,500 SQ. FT. OF IMPERVIOUS AREA
0 CANOPY TREES REQUIRED

REQUIRED UNDERSTORY TREES:
1/3,000 SQ. FT. OF IMPERVIOUS AREA
0 UNDERSTORY TREES REQUIRED

REQUIRED 3 GALLON CONTAINER SHRUB:
1/500 SQ. FT. OF IMPERVIOUS AREA
00 SHRUBS REQUIRED

PLANTING SCHEDULE					
	Common Name	Scientific Name	Planting Size	Quantity	Spacing
Shrubs	Cleyera Japonica	Ternstroemia gymnanthera	7-GAL	7	6' o.c.
	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3-GAL	48	3' o.c.
	Wavy Leafed Ligustrum	Ligustrum x 'Recurvifolium'	7-GAL	15	6' o.c.
Groundcover	Evergreen Giant Liriope	Liriope muscari 'Evergreen Giant'	1-GAL	144	18" o.c.
	Asian Jasmine	Trachelospermum asiaticum	1-GAL	23	4' o.c.

LANDSCAPE/ TREE PROTECTION PLAN



No.	Revisions:	Date

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SITE DEVELOPMENT PLANS FOR THE

**SPALDING COUNTY
ANIMAL SHELTER**

LOCATED IN LANDLOT 110 OF THE 2nd DISTRICT, SPALDING COUNTY

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LANDSCAPE PLAN

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11

SHEET 11 OF 12

LANDSCAPE SPECIFICATIONS

1. SCOPE OF WORK

THE WORK SHALL CONSIST OF SOIL PREPARATION,FINISH GRADING, AND PLANTING, INCLUDING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, NECESSARY FOR THE COMPLETION OF THIS PROJECT.THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PERMITTING AND LICENSING NECESSARY TO COMPLETE THIS WORK.

2. GENERAL

A. QUALITY

1. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT PLANT MATERIAL AT ANY POINT OF THE LANDSCAPING OPERATION.
2. PLANTS SHALL MEET OR EXCEED QUALIFICATIONS SET FORTH BY THE AMERICAN STANDARD NURSERY STOCK'S LATEST EDITION.

B. DELIVERY, STORAGE, HANDLING

1. REASONABLE CARE SHALL BE TAKEN TO ASSURE HEALTHY PLANT MATERIAL.
2. PLANTS THAT SUFFER IN DELIVERY, STORAGE, OR HANDLING WILL BE REJECTED.

C. PROJECT CONDITIONS

1. COORDINATE LANDSCAPING OPERATIONS WITH WORK OF OTHER TRADES.
2. PRIOR TO COMMENCING WORK. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO HAVE UTILITY LOCATOR SERVICE LOCATE AND MARK LINES.
3. COORDINATE SITE SPECIFIC LINES (UTILITY PIPES) WITH GENERAL CONTRACTOR.
4. GENERAL CONTRACTOR SHALL BACK FILL ALL CURBS, WALKS, AND PARKING LOT ISLANDS.

3. MATERIAL

A. TOPSOIL/BACKFILL

1. TOPSOIL/BACKFILL MATERIAL SHALL BE FERTILE, FRIABLE SOIL THAT IS REASONABLY FREE OF SUBSOIL, CLAY LUMPS, ROOTS, STUMPS, DEBRIS, STONES OR LARGER THAN 3" OR OTHER EXTRANEIOUS MATERIAL HARMFUL PLANT GROWTH.

B. PLANTING BACKFILL MIXTURE

1. PLANT MIX SHALL BE 70% EXISTING SOIL AND 30% COMMERCIAL COMPOSTED PLANT MIX.
2. DO NOT USE PEAT MOSS AS A PLANT MIX.

C. SOD

1. EITHER CUT OR ROLLED IS ACCEPTABLE
2. SOD SHALL BE WELL GROWN AND HOLD TOGETHER WHEN SUSPENDED IN AIR AND HELD FROM ONE END.

D. FERTILIZER

ADJUST LEVEL OF NITROGEN BASED ON SEASON, RATES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

E. PRE-EMERGENT

GRANULAR TYPE FOR BED AREAS ONLY, RATES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

F. STAKES AND GUYS

1. STAKES SHALL BE 2X2 HARDWOOD IN LENGTHS OF 2' AND 5'.
2. WIRE FOR GUYING SHALL BE GALVANIZED, DOUBLE STRANDED 14 GAUGE.
3. HOSE OR PROTECTIVE VINYL SHALL BE USED AT THE POINT OF CONNECTION WITH THE TREE.
4. LOCATE ALL WOOD STAKES IN MULCHED AREA.
5. STAKES TO BE REMOVED ONE (1) YEAR AFTER FINAL ACCEPTANCE BY THE MAINTENANCE CONTRACTOR.

4. EXECUTION

A. PLANTING

1. POSITION TREES AND SHRUBS AS PER PLANS AND SECURE THE APPROVAL OF THE OWNER'S REPRESENTATIVE BEFORE EXCAVATING PITS, MAKING NECESSARY ADJUSTMENTS AS DIRECTED.

2. PLANT PITS--TREES AND SHRUBS

- A. DIG HOLE MINIMUM 12" BEYOND THE WIDTH OF THE BALL AND 8" BEYOND WIDTH OF CONTAINER.
- B. FOLD DOWN WIRE BASKETS AT LEAST 1/2 DEPTH
- C. REMOVE ALL OF NYLON STRAPS AND TWINE.
- D. DEPTH SHALL NOT EXCEED DEPTH OF CONTAINER OR BALL.

NOTE: SCARIFY ROOTS OF CONTAINER PLANTS. E. NO SYNTHETIC BURLAP ALLOWED.

3. FULLY PREPARE SOIL AROUND BALL OF PLANT. COMPLETE BACK FILLING AND WATER THOROUGHLY TO ELIMINATE AIR POCKETS AROUND ROOT.

4. ALL PLANTS SHALL BE SET SO THAT WHEN SETTLED, THEY BEAR

THE SAME RELATION PLUS 2" TO THE REQUIRED GRADE AS THEY BORE TO THE NATURAL BEFORE BEING TRANSPLANTED.

5. IMMEDIATELY AFTER PLANTING, STAKE ALL TREES TO PREVENT DAMAGE FROM THE WIND.

6. PREPARE RAISED EARTH BASIN AS WIDE AS PLANTING HOLE OF EACH TREE.

7. WATER IMMEDIATELY AFTER PLANTING, WATER SHALL BE APPLIED TO EACH TREE AND SHRUB IN SUCH A MANNER AS NOT TO DISTURB BACK FILL AND THE EXTENT THAT ALL MATERIALS IN THE PLANTING HOLE ARE THOROUGHLY SATURATED.

8. ALL SHRUBS AND GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT AFTER MULCHING

B. BED AREA

1. ROTOTILL EXISTING SOIL.
2. ADD THE FOLLOWING AMENDMENTS 100SQ.FT. AND ROTOTILL INTO SOIL.
 - A. 10 BAGS NATURE'S HELPER SOIL CONDITIONER.
 - B. 40# COMPOSTED COW MANURE
 - C. 5 CUPS FERTILIZER 10-10-10
 - D. SULFUR OR LIME (AS NEEDED TO ACHIEVE OPTIMUM PH).

C. PRUNE

1. LIGHTLY HAND PRUNE PLANTS FOR OPTIMUM APPEARANCE AND DESIGN INTENT.
2. MULTI-TRUNK TREES SHALL HAVE SUCKERS REMOVED.

5. FINISH GRADING

- A. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN, AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE.
- B. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER.

6. SEEDING

- A. APPLY IN SUCH A MATTER THAT IS UNIFORM IN COVERAGE.
- B. APPLY MATERIAL PER MANUFACTURER'S RECOMMENDATIONS.
- C. WATER HYDROSEEDED AREAS AS REQUIRED TO INSURE A 95% MINIMUM GERMINATION AND COVERAGE.
- D. SEED TYPE ACCORDING TO SEASON.

7. GUARANTEE

- A. CONTRACTOR SHALL GUARANTEE ALL NEW TREES FOR A PERIOD OF ONE (1) YEAR.
- B. CONTRACTOR SHALL GUARANTEE ALL OTHER NEW MATERIAL FOR A PERIOD OF 120 DAYS.
- C. GUARANTEE SHALL NOT INCLUDE THEFT OF PLANTS AFTER NSTALLATION, IMPROPER WATERING, AND/OR MAINTENANCE PRACTICES BY OTHERS.

8. MAINTENANCE

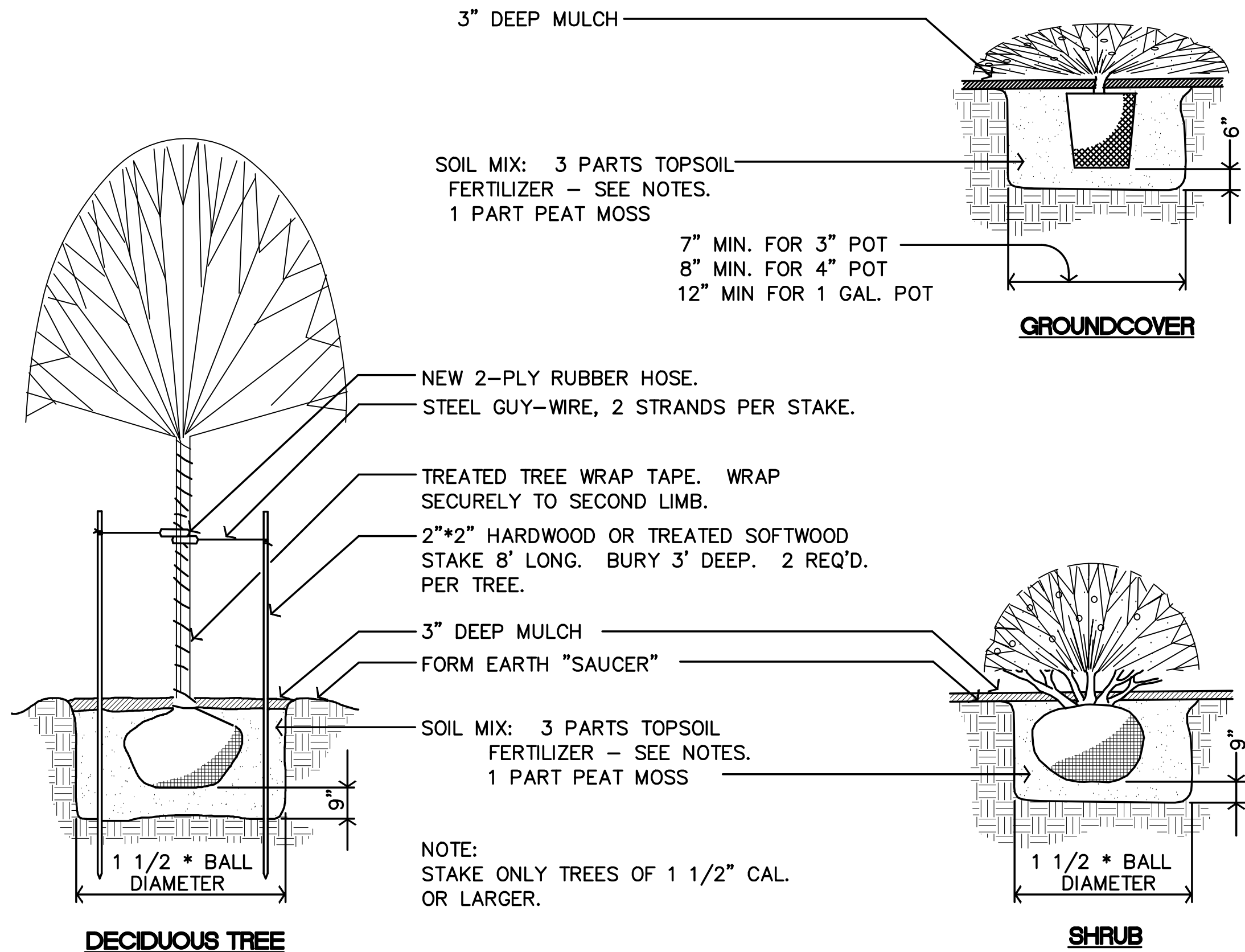
MAINTAIN SITE WEEKLY BY MOWING, WATERING, AND REPLACING DEAD PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND ACCEPTANCE.

9. SUBSTANTIAL

- A. SUBSTANTIAL COMPLETION SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE.
- B. THE FOLLOWING ITEMS MUST BE COMPLETE PRIOR TO WRITTEN APPLICATION FOR SUBSTANTIAL COMPLETION:
 1. ALL SPECIFICATIONS STRICTLY ADHERED.
 2. 100% OF PLANT MATERIAL INSTALLED (LESS ANY PLANTS THAT MAY BE PLANTED IN ANOTHER SEASON FOR HORTICULTURAL OR AVAILABILITY REASONS UPON APPROVAL BY OWNER'S REPRESENTATIVE).
 3. SEEDED AREAS GERMINATED (95%).
 4. SOD AREAS SHALL DISPLAY UNIFORM COLOR, QUALITY, AND COVERAGE.

10. CLEAN UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS. RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A APPROVED CONDITION BY THE OWNER'S REPRESENTATIVE.



PLANTING DETAILS
NOT TO SCALE

No.	Revisions:	Date

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GENERAL STRUCTURAL NOTES:

A. GENERAL:

1. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS BEFORE THEY ARE PROVIDED TO THE OWNER AND STRUCTURAL ENGINEER. THE CONTRACTOR'S REVIEW SHALL BE DOCUMENTED WITHIN THE SUBMITTAL. THE OWNER AND STRUCTURAL ENGINEER RESERVE THE RIGHT TO REJECT SUBMITTALS THAT HAVE NOT BEEN FIRST REVIEWED BY THE CONTRACTOR. THE ACCURACY AND COMPLETENESS OF THE SUBMITTALS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING ALL ERRORS AND OMISSIONS. IN ADDITION, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MEANS, METHODS, AND SEQUENCING OF CONSTRUCTION.
2. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE EXPERIENCED AND QUALIFIED TO PERFORM THE TYPE OF CONSTRUCTION REQUIRED TO COMPLETE THE WORK PRESCRIBED BY THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS WERE PREPARED AS A COMPLETE SET OF PROJECT DRAWINGS AND SPECIFICATIONS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL INFORMATION PROVIDED IN THE CIVIL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ARCHITECT/ENGINEER IMMEDIATELY OF ANY CONFLICTS, OMISSIONS, OR DISCREPANCIES. THIS COORDINATION SHALL BE PERFORMED BEFORE THE PROCUREMENT OF MATERIALS AND/OR FABRICATION OF ANY PROJECT COMPONENTS.
3. WHERE SECTION IS SHOWN AND DETAILED, OTHER SECTIONS OF SIMILAR CONDITION SHALL BE DETAILED THE SAME OR OPPOSITE HAND, WHETHER SPECIFICALLY NOTED OR NOT.
4. CONTRACTOR SHALL VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE BEGINNING CONSTRUCTION. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES.
5. COORDINATE SIZES AND LOCATIONS OF ALL FLOOR AND ROOF PENETRATIONS WITH PLUMBING, MECHANICAL, AND ARCHITECTURAL REQUIREMENTS.
6. ENGINEER'S APPROVAL MUST BE SECURED FOR ALL SUBSTITUTIONS. SUCH APPROVAL MAY ALSO BE WITHHELD AT THE SOLE DISCRETION OF THE ENGINEER.
7. THE STRUCTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE PROVISIONS OF THE FOLLOWING:
- a. INTERNATIONAL BUILDING CODE, 2018 EDITION (IBC 2018).
- b. AMERICAN SOCIETY OF CIVIL ENGINEERS, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES," 2016 EDITION (ASCE 7-16).
8. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND BRACING REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL PERMANENT SUPPORTS AND LATERAL BRACING ARE IN PLACE.
9. DO NOT SCALE DRAWINGS, USE DIMENSIONS.
10. DESIGN LOADS USED IN THE DESIGN OF THE STRUCTURAL SYSTEMS IN THIS PROJECT ARE AS FOLLOWS:
- a. RISK CATEGORY III
- b. DEAD LOAD:
ROOF (NOT INCLUDING FRAMING SELF WT.) 5 psf
- c. LIVE LOAD:
ROOF 20 psf (REDUCIBLE)
SLAB-ON-GRADE 125 psf
- d. ROOF SNOW LOAD:
GROUND SNOW LOAD, p_g 5 psf
SNOW EXPOSURE FACTOR, C_e 1.0
IMPORTANCE FACTOR, I_s 1.10
THERMAL FACTOR, C_t 1.0
FLAT ROOF SNOW LOAD, p_f 5.5 psf
- e. WIND DESIGN CRITERIA:
EXPOSURE CATEGORY B
BASIC WIND SPEED, V 114 mph (FACTORED, ULTIMATE LOAD)
88 mph (UNFACTORED, SERVICE LOAD)
INTERNAL PRESSURE COEFFICIENT, GC_p ± 0.18
INTERIOR WIND LOADING (PARTITIONS) 5 psf (UNFACTORED, SERVICE LOAD)
(SEE S-004 FOR WIND LOAD DIAGRAMS)
- f. SEISMIC DESIGN CRITERIA:
SPECTRAL RESPONSE ACCELERATION:
 S_s (SHORT PERIOD (0.2 SECOND)) 0.154 g
 S_1 (LONG PERIOD (1.0 SECOND)) 0.078 g
 S_{DS} (SHORT PERIOD (0.2 SECOND)) 0.164 g
 S_{D1} (LONG PERIOD (1.0 SECOND)) 0.125 g
SITE CLASS CLASS D
SEISMIC DESIGN CATEGORY B
LATERAL FORCE RESISTING SYSTEM STEEL SYSTEM NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE
IMPORTANCE FACTOR, I_e 1.25
RESPONSE MODIFICATION COEFFICIENT, R 3
SEISMIC RESPONSE COEFFICIENT, C_s 0.068
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
SEISMIC BASE SHEAR, V # K
11. ALL VERTICAL ELEVATIONS ARE BASED ON THE CONTROL ELEVATION FROM SURVEY BY OTHERS.

B. FOUNDATION

1. FOUNDATIONS FOR THIS STRUCTURE HAVE BEEN DESIGNED IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL ENGINEERING REPORT, PREPARED BY PIEDMONT GEOTECHNICAL CONSULTANTS, LLC DATED MARCH 5, 2020, AND ENTITLED "REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION".
2. FOUNDATIONS AND EARTH RETAINING STRUCTURES HAVE BEEN DESIGNED FOR A MAXIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 psf.
3. REFER TO THE GEOTECHNICAL REPORT AND SPECIFICATION SECTION 31 23 00.00 20 FOR REQUIREMENTS FOR REMOVAL OF UNSATISFACTORY MATERIAL UNDER FOOTINGS, SLABS, AND FOUNDATIONS AND FOR THE BACKFILLING, COMPACTION, AND TESTING OF SATISFACTORY MATERIAL TO REPLACE IT. REFER TO GEOTECHNICAL REPORT FOR ALL ADDITIONAL PREPARATION REQUIREMENTS. WHERE THERE IS A CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL APPLY BETWEEN THE SPECIFICATION AND THE GEOTECHNICAL REPORT.
4. PRIOR TO PLACING FOUNDATION CONCRETE, AND AFTER COMPACTION OF SUBGRADE, ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED AND TESTED BY A QUALIFIED GEOTECHNICAL TECHNICIAN. TESTING SHALL INCLUDE IN PLACE DENSITY TESTING, WHICH WILL REQUIRE ESTABLISHING THE OPTIMUM MOISTURE CONTENT OF THE SUBGRADE. IF THE SUBGRADE HAS LESS THAN THE STATED ALLOWABLE BEARING CAPACITY (SEE NOTE 2 ABOVE) THE WEAK SUBGRADE SHALL BE REMOVED, RECOMPACTED, AND RETESTED UNTIL IT IS SATISFACTORY AT NO ADDITIONAL COST TO THE OWNER. CONCRETE PLACEMENT SHALL NOT PROCEED UNTIL THE SUBGRADE MEETS THE MINIMUM DENSITY REQUIREMENTS OF SPECIFICATION SECTION 31 00 00 AND THE GEOTECHNICAL REPORT, WHICHEVER IS MORE STRINGENT.
5. NO UNBALANCED BACKFILLING SHALL BE DONE AGAINST CONCRETE OR MASONRY WALLS UNLESS WALLS ARE SECURELY BRACED AGAINST OVERTURNING, EITHER BY TEMPORARY CONSTRUCTION BRACING OR BY PERMANENT CONSTRUCTION.
6. WATER SHALL NOT BE ALLOWED TO ACCUMULATE IN EXCAVATIONS.

C. CAST-IN-PLACE CONCRETE

1. CAST-IN-PLACE CONCRETE FOR THIS PROJECT SHALL COMPLY WITH THE AMERICAN CONCRETE INSTITUTE (ACI) "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND COMMENTARY" ACI 318-14 AND ACI 318R-14.
2. REFERENCE PROJECT SPECIFICATION SECTION 03 30 00 "CAST-IN-PLACE CONCRETE."
3. CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES:
- | AREA | STRENGTH @ 28 DAYS | AIR CONTENT | MAX. W/C RATIO |
|---------------|--------------------|-------------|----------------|
| FOUNDATIONS | 4,500 psi | < 6% | 0.45 |
| SLAB-ON-GRADE | 4,500 psi | < 3% | 0.45 |
4. ALL EXPOSED CONCRETE EDGES SHALL HAVE 3/4" CHAMFER, WHETHER SPECIFICALLY NOTED OR NOT.
5. TYPICAL SLAB FINISH SHALL BE BROOM FINISH FOR EXTERIOR SLABS AND INTERIOR WET SLABS AND STEEL TROWEL FINISH FOR INTERIOR DRY SLABS.
6. ALL ANCHOR RODS SHALL BE BLACK STEEL.
7. CONCRETE FORMWORK SHALL COMPLY WITH ACI 347, LATEST EDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL FORMWORK.
- A. DURING AND IMMEDIATELY AFTER PLACING, CONCRETE SHALL BE THOROUGHLY COMPACTED BY SPADING OR MECHANICAL VIBRATING TO PROVIDE DENSE CONCRETE FREE OF HONEYCOMBING.
8. DIRECTLY AFTER FORMS HAVE BEEN REMOVED, ALL EXPOSED TIE WIRES AND STAPLED ENDS SHALL BE REMOVED FROM CONCRETE SURFACES TO BE EXPOSED. CUT TIES FLUSH WITH FINISHED SURFACES FOR ALL OTHER CONCRETE. RUB SMOOTH OR CUT OFF FINS AND ROUGH PLACES. REMOVE ALL LOOSE CONCRETE AND OTHER IRREGULARITIES. PATCH AND FILL VOIDS WITH BONDING AGENT AS REQUIRED.
9. ROUGHEN ALL CONSTRUCTION JOINTS TO A MINIMUM OF 1/4" AMPLITUDE UNLESS NOTED OTHERWISE.

D. CONCRETE REINFORCEMENT:

1. REINFORCING STEEL SHALL CONFORM TO ASTM A615 SUPPLEMENT SI, GRADE 60, OF DOMESTIC MANUFACTURER.
2. REINFORCEMENT SHALL BE FABRICATED TO SHAPES AND DIMENSIONS SHOWN AND SHALL CONFORM TO THE REQUIREMENTS OF CRSI AND ACI 318. REINFORCEMENT SHALL BE COLD BENT UNLESS OTHERWISE AUTHORIZED. BENDING MAY BE ACCOMPLISHED IN THE FIELD OR AT THE MILL. BARS SHALL NOT BE FIELD BENT WITHOUT THE APPROVAL OF THE ENGINEER.
3. REINFORCEMENT SHALL BE FREE FROM LOOSE RUST AND SCALE, DIRT, OIL, OR OTHER DELETERIOUS COATING THAT COULD REDUCE BOND WITH THE CONCRETE.
4. NO SPLICES OF REINFORCEMENT SHALL BE PERMITTED EXCEPT AS DETAILED OR AUTHORIZED. MAKE BARS CONTINUOUS AROUND CORNERS WITH CORNER BARS. WHERE PERMITTED, SPLICES MADE BY CONTACT LAPS SHALL BE CLASS "B" TENSION LAPS.
5. TENSION AND COMPRESSION REINFORCEMENT SPLICE LENGTHS IN CONCRETE SHALL BE DETERMINED AS FOLLOWS:

BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11
TOP BAR SPLICE SIZE	28"	37"	47"	56"	81"	93"	105"	118"	131"
BOTTOM BAR SPLICE SIZE	22"	29"	36"	43"	63"	72"	81"	91"	101"

- a. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS.
- b. THE TABLE ABOVE IS BASED ON A CONCRETE COVER AT LEAST EQUAL TO THE BAR DIAMETER AND A CENTER TO CENTER BAR SPACING AT LEAST EQUAL TO 3 TIMES THE BAR DIAMETER. MULTIPLY THE ABOVE LENGTHS BY 1.5 WHERE THESE CONDITIONS DO NOT EXIST.
6. WHERE HOOKS ARE SHOWN, PROVIDE STANDARD 90 DEGREE HOOKS IN ACCORDANCE WITH CRSI AND ACI 318, UNLESS NOTED OTHERWISE.
7. WHERE REQUIRED, PROVIDE DOWELS TO MATCH SIZE AND SPACING OF VERTICAL REINFORCING FROM FOUNDATION. DOWELS SHALL HAVE STANDARD 90 DEGREE HOOKS.
8. MINIMUM CONCRETE REINFORCING COVER REQUIREMENTS:
- | EXPOSURE | CONST. TYPE | BAR SIZE | MINIMUM COVER |
|---|--------------|---|---------------|
| CONCRETE CAST AGAINST EARTH: | ALL | ALL | 3" |
| FORMED CONCRETE EXPOSED TO EARTH OR WEATHER: | WALLS, SLABS | #6 BAR AND LARGER
#5 BAR AND SMALLER | 2"
1 1/2" |
| FORMED CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: | WALLS, SLABS | #11 BAR AND SMALLER | 3/4" |
9. ALL REINFORCING STEEL AND EMBEDDED ITEMS SUCH AS ANCHOR RODS AND WELD PLATES SHALL BE PLACED TO PREVENT DISPLACEMENT BEYOND PERMITTED TOLERANCES.
10. DETAIL BARS IN ACCORDANCE WITH "ACI DETAILING MANUAL-2004," PUBLICATION SP-66, ACI 318, AND ACI 315, OR LATEST EDITIONS.
11. PROVIDE ACCESSORIES NECESSARY TO PROPERLY SUPPORT REINFORCING AT POSITIONS SHOWN ON PLANS.
12. WELDING OF REINFORCEMENT IS NOT PERMITTED.

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<<PROJECT CITY, STATE>>

GENERAL STRUCTURAL NOTES

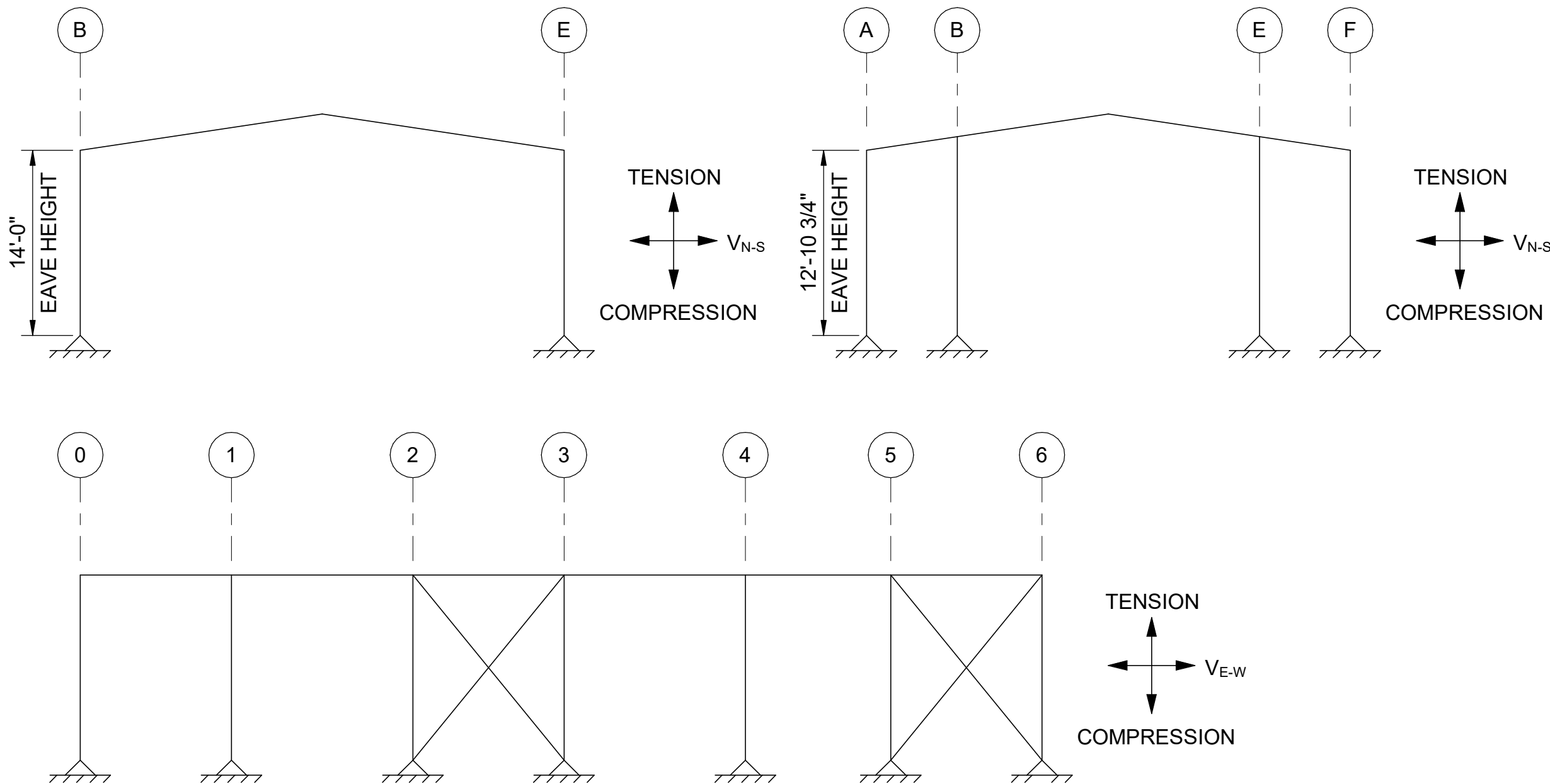
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S-001

SHEET 1 OF

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- E. PRE-ENGINEERED METAL BUILDING SYSTEMS:
- METAL BUILDING SYSTEMS FOR THIS PROJECT SHALL BE DESIGNED IN ACCORDANCE WITH THE METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA) "DESIGN PRACTICES MANUAL", IBC 2018, AND THE LOADS SHOWN IN NOTE A.10 ON S-001. WHERE THERE IS A DISCREPANCY IN DESIGN LOAD REQUIREMENTS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
 - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PREPARED BY A PROFESSIONAL ENGINEER FOR THE DESIGN OF METAL BUILDING SYSTEMS, INCLUDING DESIGN LOADINGS AND REACTIONS APPLIED TO THE SUPPORTING STRUCTURE.
 - THE METAL BUILDING FOUNDATIONS HAVE BEEN DESIGNED FOR THE MAXIMUM COLUMN LOADS SHOWN ON S-002. IF THE BUILDING SYSTEM PROVIDED HAS HIGHER COLUMN LOADS, THE CONTRACTOR SHALL REDESIGN AND INSTALL MODIFIED FOUNDATIONS AT NO ADDITIONAL CHARGE TO THE OWNER. THE REDESIGN SHALL BE PERFORMED AND STAMPED BY A PROFESSIONAL ENGINEER.
 - STEEL FRAMING SHALL BE FABRICATED AND ERECTED TO BE ELECTRICALLY CONTINUOUS FOR LIGHTNING PROTECTION.
- F. SPECIAL INSPECTIONS:
- QUALIFIED SPECIAL INSPECTORS SHALL BE RETAINED TO PERFORM INSPECTIONS REQUIRED BY THE BUILDING CODE. SEE SHEET S-003 FOR THE SPECIAL INSPECTIONS SCHEDULES.
 - ANY FIELD OBSERVATIONS OR OTHER WORK PROGRESS REVIEW PERFORMED BY THE STRUCTURAL ENGINEER SHALL NOT BE CONSTRUED AS A SPECIAL INSPECTION.



NOTES:

- PROVIDED REACTIONS ARE ALLOWABLE STRESS DESIGN LOADS USING LOAD COMBINATIONS FROM ASCE 7-16.
- LOAD TYPES:
C = COMPRESSION
T = TENSION
V = SHEAR
- DIRECTIONS INDICATED IN TABLE ARE TRUE NORTH-SOUTH AND EAST-WEST.

FOOTING REACTION SCHEDULE

GRID LINE	COLUMN	C _{MAX}	T _{MAX}	V _{MAX} NORTH-SOUTH	V _{MAX} EAST-WEST
0	B & E	#	#	#	#
6	B & E				
0	C & D	#	#	#	#
6	C & D				
1	A & F	#	#	#	#
4	A & F				
1	B & E	#	#	#	#
4	B & E				
2	A & F	#	#	#	#
3	A & F				
5	B & E	#	#	#	#

ABBREVIATION KEY

@	AT	L.L.	LIVE LOAD
ARCH	ARCHITECTURAL	LLH	LONG LEG HORIZONTAL
B/	BOTTOM OF	LLV	LONG LEG VERTICAL
BLDG	BUILDING	MAX.	MAXIMUM
BM	BEAM	MECH.	MECHANICAL
BTM.	BOTTOM	MFR.	MANUFACTURER
C.L.	CENTERLINE	MIN.	MINIMUM
CIP	CAST-IN-PLACE	mph	MILES PER HOUR
CJ	CONTROL JOINT	N/A	NOT APPLICABLE
CLR.	CLEAR	N.I.C.	NOT IN CONTRACT
CMU	CONCRETE MASONRY UNIT	N.S.	NEAR SIDE
COL.	COLUMN	N.T.S.	NOT TO SCALE
CONC.	CONCRETE	O/O	OUT TO OUT
CONST.	CONSTRUCTION	O.C.	ON CENTER
CONT.	CONTINUOUS	OPN'G	OPENING
DEG.	DEGREE	OPP.	OPPOSITE
DIA.	DIAMETER	PEMB	PRE-ENGINEERED METAL BUILDING SYSTEM
D.L.	DEAD LOAD	PL.	PLATE
DWG.	DRAWING	PJF	PRE-MOLDED JOINT FILLER
DWL.	DOWEL	PROJ.	PROJECTION
E.E.	EACH END	PTB	POST-TENSION BEAM
E.F.	EACH FACE	psf	POUNDS PER SQUARE FOOT
ELEC.	ELECTRICAL	psi	POUNDS PER SQUARE INCH
ELEV.	ELEVATION	RCB	REINFORCED CONCRETE BEAM
E.O.R.	ENGINEER OF RECORD	REINF.	REINFORCEMENT
E.O.S.	EDGE OF SLAB	REQ'D	REQUIRED
EQ.	EQUAL	SDSTSMS	SELF-DRILLING, SELF-TAPPING SHEET METAL SCREWS
E.S.	EACH SIDE	S.F.	SQUARE FOOT
E.W.	EACH WAY	SIM.	SIMILAR
EXIST.	EXISTING	SQ.	SQUARE
EXP.	EXPANSION	STD.	STANDARD
EXT.	EXTERIOR	STL.	STEEL
FD	FLOOR DRAIN	S.W.	SELF-WEIGHT
FDN.	FOUNDATION	T&B	TOP AND BOTTOM
F.P.	FLOOR PENETRATION	T/	TOP OF
F.F.	FINISH FLOOR	THRD'D	THREADED
F.S.	FAR SIDE	TOS	TOP OF STEEL
FT.	FEET	TYP.	TYPICAL
FTG	FOOTING	U.N.O.	UNLESS NOTED OTHERWISE
HK.	HOOK	VERT.	VERTICAL
HOR.	HORIZONTAL	w/	WITH
H.S.	HEADED STUD	W/C	WATER TO CEMENT
HSS	HOLLOW STRUCTURAL SECTION	WF	WIDE FLANGE
HT.	HEIGHT	W.L.	WIND LOAD
HVY.	HEAVY	W.P.	WORKING POINT
IN.	INCH	WT.	WEIGHT
INT.	INTERIOR	WWR	WELDED WIRE REINFORCEMENT
K	KIPS		
ksi	1,000 POUNDS PER SQUARE INCH		
lb	POUNDS		

<<PROJECT NAME (LINE 1)>>
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<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>

GENERAL STRUCTURAL NOTES, FOUNDATION
DESIGN REACTIONS & ABBREVIATION KEY

SHEET ID

S-002

SHEET OF

ORIGINAL SHEET SIZE: 22" X 34"

D

C

B

A

1705.2 STEEL CONSTRUCTION

MATERIAL / ACTIVITY	SERVICE	EXTENT
1. FABRICATOR AND ERECTOR DOCUMENTS (VERIFY REPORTS AND CERTIFICATES AS LISTED IN AISC 360, CHAPTER N, PARAGRAPH 3.2 FOR COMPLIANCE WITH CONSTRUCTION DOCUMENTS)	SUBMITTAL REVIEW	EACH SUBMITTAL
2. MATERIAL VERIFICATION OF STRUCTURAL STEEL	SHOP AND FIELD INSPECTION	PERIODIC
3. EMBEDMENTS (VERIFY DIAMETER, GRADE, TYPE, LENGTH, EMBEDMENT. SEE 1705.3 FOR ANCHORS)	FIELD INSPECTION	PERIODIC
4. VERIFY MEMBER LOCATIONS, BRACES, STIFFENERS, AND APPLICATION OF JOINT DETAILS AT EACH CONNECTION COMPLY WITH CONSTRUCTION DOCUMENTS	FIELD INSPECTION	PERIODIC
5. STRUCTURAL STEEL WELDING:		
a. INSPECTION TASKS PRIOR TO WELDING (OBSERVE, OR PERFORM FOR EACH WELDED JOINT OR MEMBER, THE QA TASKS LISTED IN AISC 360, TABLE N5.4-1)	SHOP AND FIELD INSPECTION	OBSERVE OR PERFORM AS NOTED
b. INSPECTION TASKS DURING WELDING (OBSERVE, OR PERFORM FOR EACH WELDED JOINT OR MEMBER, THE QA TASKS LISTED IN AISC 360, TABLE N5.4-2)	SHOP AND FIELD INSPECTION	OBSERVE
c. INSPECTION TASKS AFTER WELDING (OBSERVE, OR PERFORM FOR EACH WELDED JOINT OR MEMBER, THE QA TASKS LISTED IN AISC 360, TABLE N5.4-3)	SHOP AND FIELD INSPECTION	OBSERVE OR PERFORM AS NOTED
d. NONDESTRUCTIVE TESTING (NDT) OF WELDED JOINTS: SEE COMMENTARY		
1.) COMPLETE PENETRATION GROOVE WELDS 5/16" OR GREATER IN RISK CATEGORY III OR IV	SHOP OR FIELD ULTRASONIC TESTING - 100%	PERIODIC
2.) COMPLETE PENETRATION GROOVE WELDS 5/16" OR GREATER IN RISK CATEGORY II	SHOP OR FIELD ULTRASONIC TESTING - 10% OF WELDS MINIMUM	PERIODIC
3.) THERMALLY CUT SURFACES OF ACCESS HOLES WHEN MATERIAL t > 2"	SHOP OR FIELD MAGNETIC PARTICLE OR PENETRANT TESTING	PERIODIC
4.) WELDED JOINTS SUBJECT TO FATIGUE WHEN REQUIRED BY AISC 360, APPENDIX 3 TABLE A-3.1	SHOP OR FIELD RADIOGRAPHIC OR ULTRASONIC TESTING	PERIODIC
5.) FABRICATOR'S NDT REPORTS WHEN FABRICATOR PERFORMS NDT	VERIFY REPORTS	EACH SUBMITTAL
6. STRUCTURAL STEEL BOLTING:	SHOP AND FIELD INSPECTION	
a. INSPECTION TASKS PRIOR TO BOLTING (OBSERVE, OR PERFORM TASKS FOR EACH BOLTED CONNECTION, IN ACCORDANCE WITH QA TASKS LISTED IN AISC 360, TABLE N5.6-1)		OBSERVE OR PERFORM AS NOTED
b. INSPECTION TASKS DURING BOLTING (OBSERVE THE QA TASKS LISTED IN AISC 360, TABLE N5.6-2)		OBSERVE
1.) PRE-TENSIONED AND SLIP-CRITICAL JOINTS		
a.) TURN-OF-NUT WITH MATCHING MARKINGS		PERIODIC
b.) DIRECT TENSION INDICATOR		PERIODIC
c.) TWIST-OFF TYPE TENSION CONTROL BOLT		PERIODIC
d.) TURN-OF-NUT WITHOUT MATCHING MARKINGS		CONTINUOUS
e.) CALIBRATED WRENCH		CONTINUOUS
2.) SNUG-TIGHT JOINTS		PERIODIC
c. INSPECTION TASKS AFTER BOLTING (PERFORM TASKS FOR EACH BOLTED CONNECTION IN ACCORDANCE WITH QA TASKS LISTED IN AISC 360, TABLE N5.6-3)		PERFORM
7. INSPECTION OF STEEL ELEMENTS OF COMPOSITE CONSTRUCTION PRIOR TO CONCRETE PLACEMENT IN ACCORDANCE WITH QA TASKS LISTED IN AISC 360, TABLE N6.1	SHOP AND FIELD INSPECTION AND TESTING	OBSERVE OR PERFORM AS NOTED

1705.3 CONCRETE CONSTRUCTION

MATERIAL / ACTIVITY	SERVICE	EXTENT
1. INSPECTION OF REINFORCING STEEL AND PLACEMENT	SHOP AND FIELD INSPECTION	PERIODIC
2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.2.2 ITEM 2b	SHOP AND FIELD INSPECTION	
3. INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED OR WHERE STRENGTH DESIGN IS USED	SHOP AND FIELD INSPECTION	PERIODIC
4. INSPECTION OF ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS ⁹	SHOP AND FIELD INSPECTION	PERIODIC
5. VERIFY USE OF REQUIRED DESIGN MIX	SHOP AND FIELD INSPECTION	PERIODIC
6. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	SHOP AND FIELD INSPECTION	CONTINUOUS
7. INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	SHOP AND FIELD INSPECTION	CONTINUOUS
8. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	SHOP AND FIELD INSPECTION	PERIODIC
9. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	REVIEW FIELD TESTING AND LABORATORY REPORTS	PERIODIC
10. INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS FOR THE CONCRETE MEMBER TO BE FORMED	FIELD INSPECTION	PERIODIC

NOTES:
a. WHERE APPLICABLE, SEE ALSO SECTION 1705.11 SPECIAL INSTRUCTIONS FOR SEISMIC RESISTANCE.

b. SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH ACI 355.2 OR OTHER QUALIFICATIONS PROCEDURES. WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF THE WORK.

1705.6 REQUIRED VERIFICATION AND INSPECTION OF SOILS

MATERIAL / ACTIVITY	SERVICE	EXTENT
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY	FIELD INSPECTION	PERIODIC
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL	FIELD INSPECTION	PERIODIC
3. PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS	FIELD INSPECTION	PERIODIC
4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF COMPACTED FILL	FIELD INSPECTION	CONTINUOUS
5. PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY	FIELD INSPECTION	PERIODIC

<<PROJECT NAME (LINE 1)>>
<<PROJECT NAME (LINE 2)>>
<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>

SPECIAL INSPECTIONS

SHEET ID
S-003
SHEET OF

DESIGNED BY:
Designer

DRAWN BY:
Author

CHECKED BY:
Checker

SUBMITTED BY:
Submitter

SIZE:
ANSI D

FILE NAME:

ISSUE DATE:
SUBMITTAL ISSUE

BOLECATATION NO.:
SOL-XX-X-XXXX

CONTRACT NO.:
CONTRACT NUMBER

FILE NUMBER:
XX-XX-XXXX

<<CLIENT / AGENCY INFORMATION>>
DISTRICT
<<CLIENT ADDRESS>>

POND
3600 Parkway Lane, Suite 500
Baltimore, Maryland 21204
Phone (678) 336-7142
Fax (678) 336-7143
E-Mail: info@pond.com
Project Number: 123456789

STAMP/SEAL

DATE

DESCRIPTION

MARK



C1

B


C3

[illegible]

A1

SCALE: N.T.S.

NORTH

A circular compass rose with a vertical line and a horizontal line intersecting at the center. The top of the vertical line is labeled 'NORTH'. The right end of the horizontal line is labeled 'EAST'. The bottom of the vertical line is labeled 'SOUTH'. The left end of the horizontal line is labeled 'WEST'. There are also four diagonal lines extending from the center to the circumference, dividing the circle into eight equal sectors.

S-101

4/3/2020 12:48:23 PM BIM 360://1200399 - Spalding Animal Shelter/1200399 SPALD_AN_SHEL_StudL_v19.rvt

A
B
C
D

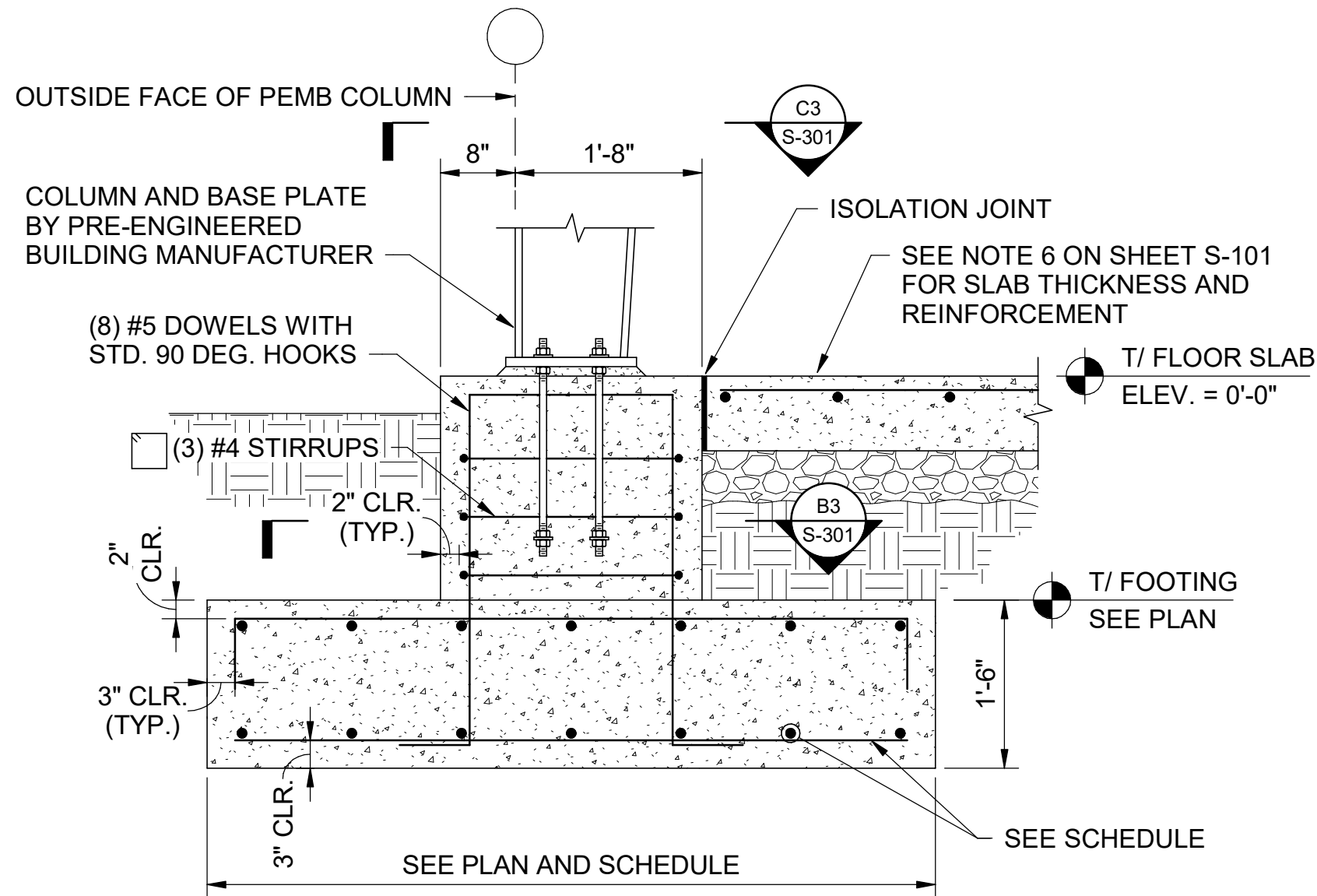
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2

3

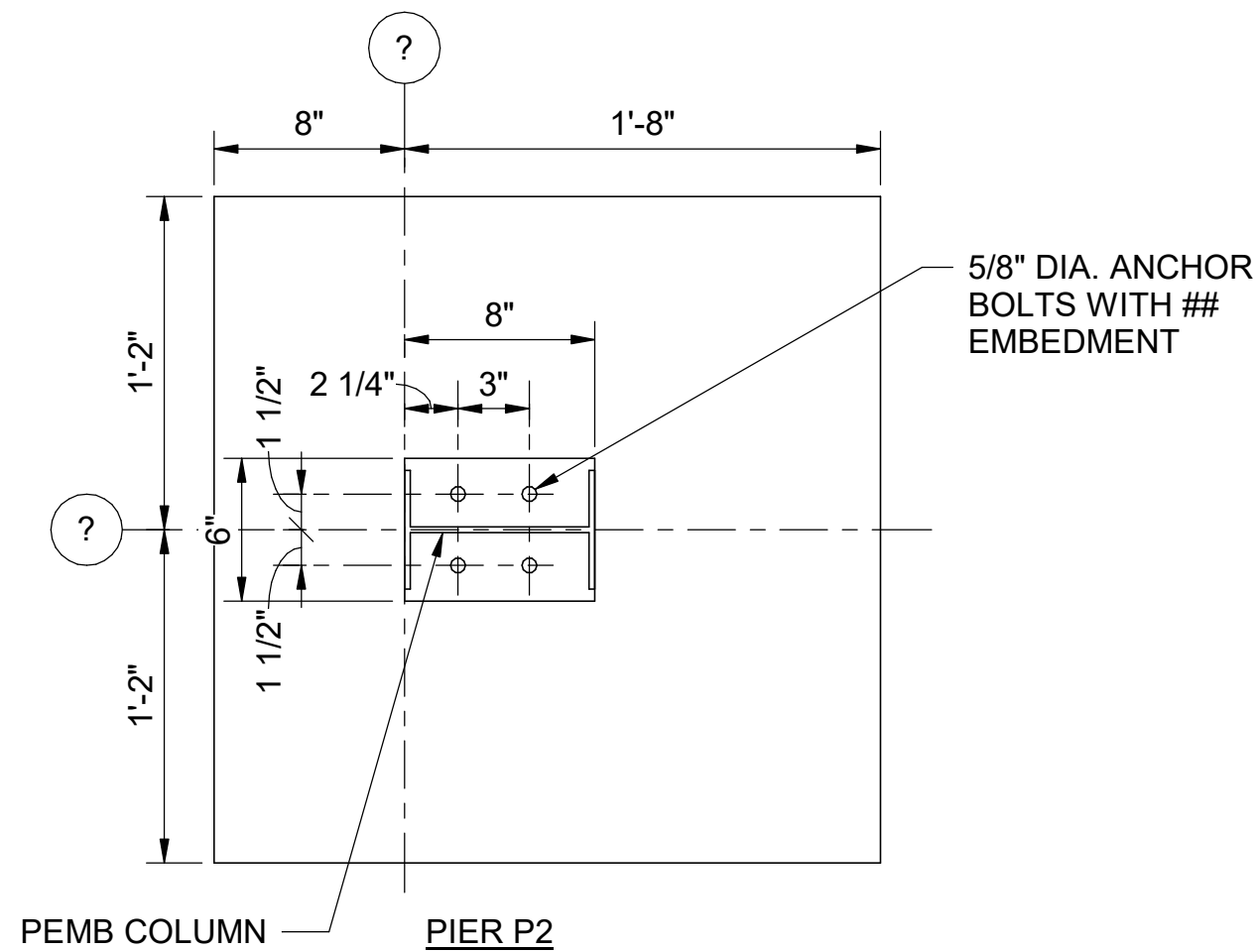
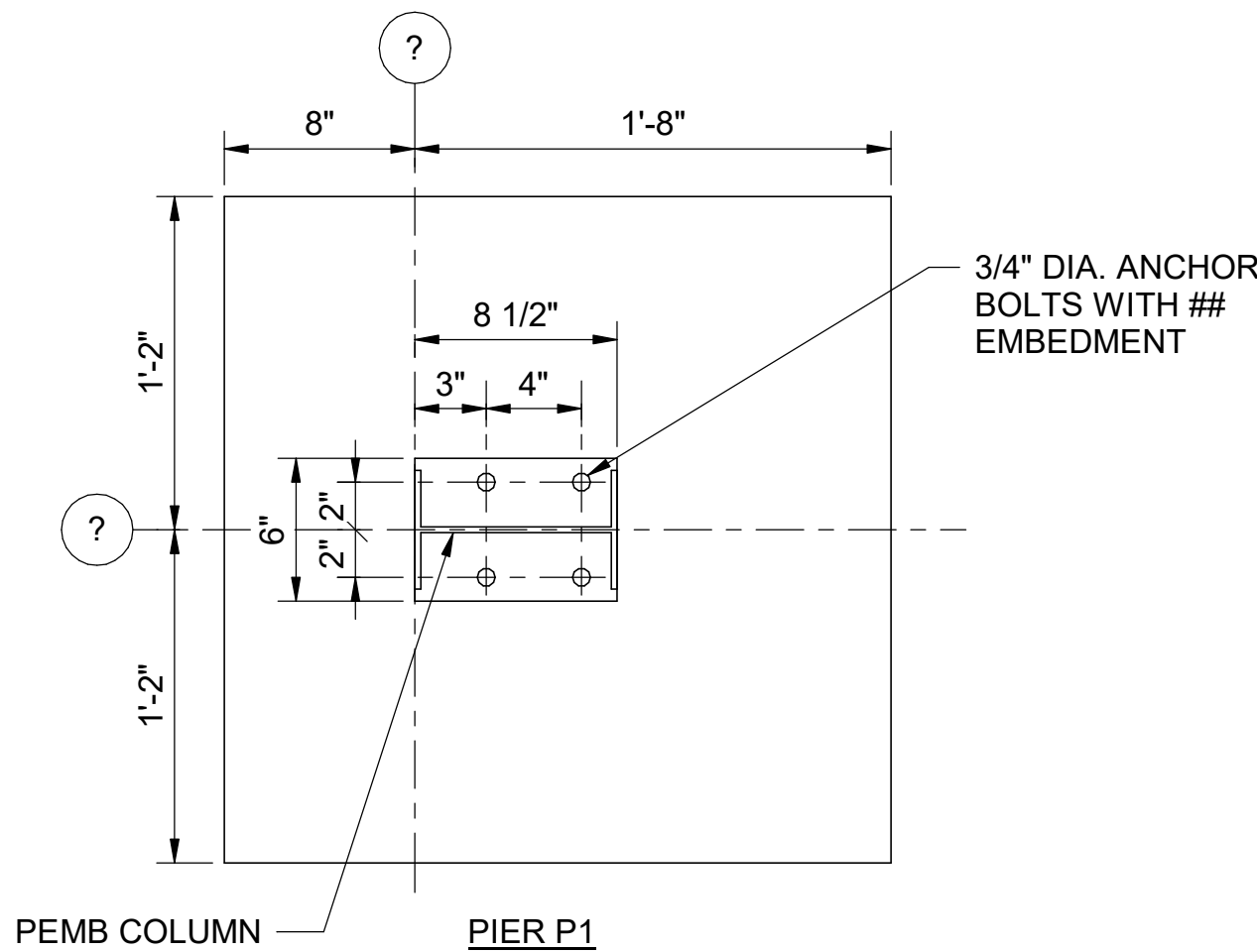
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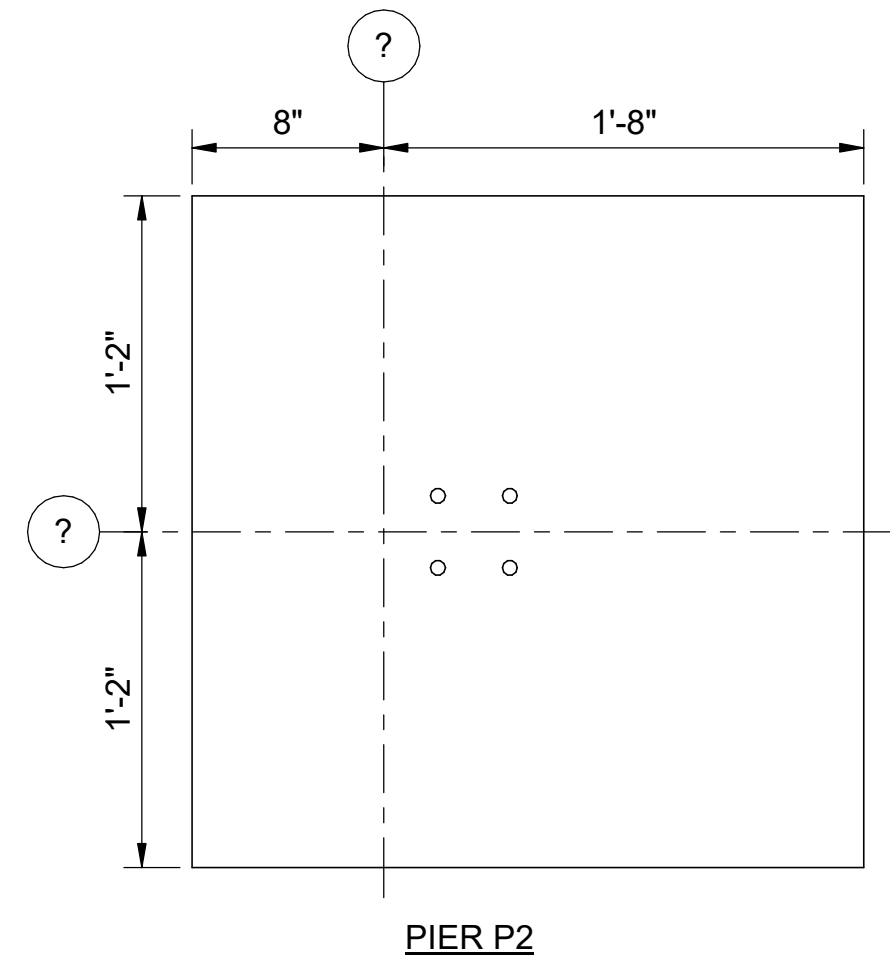
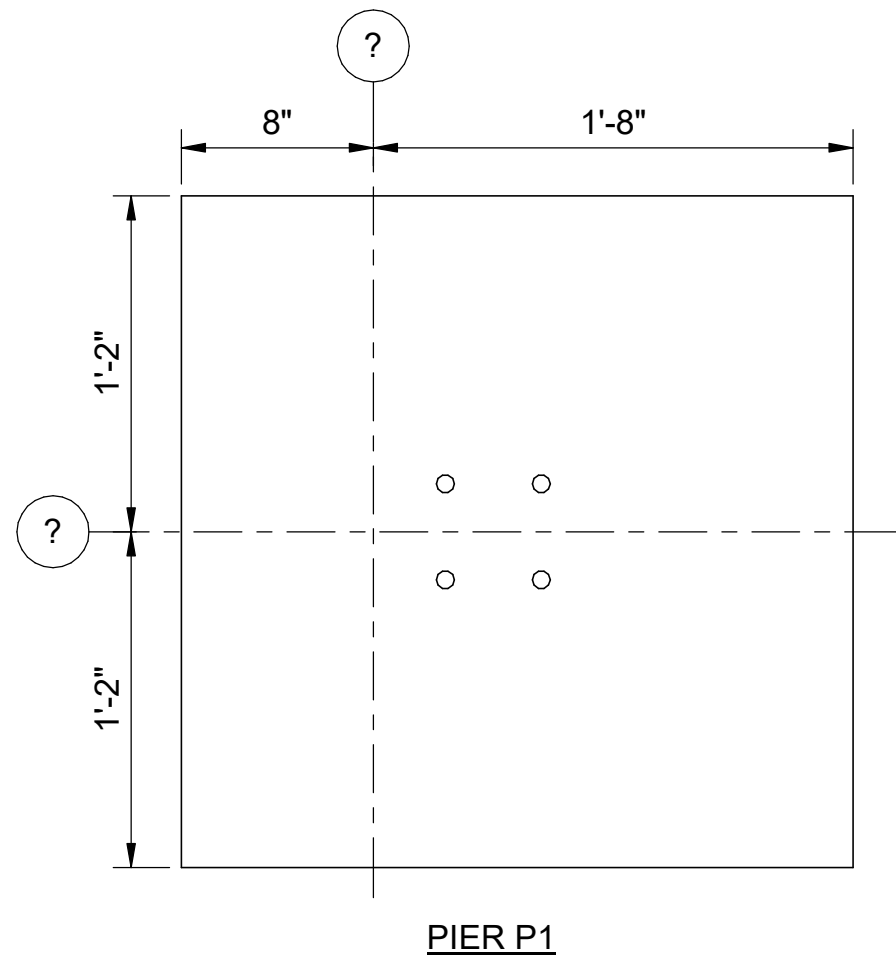
C1 TYPICAL PIER AND FOOTING SECTION

SCALE: N.T.S.



C3 PIER BASE PLATE DETAILS

SCALE: N.T.S.



B3 PIER REINFORCING DETAILS

SCALE: N.T.S.

DESIGNED BY: Designer	ISSUE DATE: SUBMITTAL ISSUE
DRAWN BY: Author	DATE: SUBMITTAL DATE
CHECKED BY: Checker	CONTRACT NO.: CONTRACT NUMBER
SUBMITTED BY:	FILE NUMBER: FILE NUMBER
SIZE: ANSI D	FILE NAME:

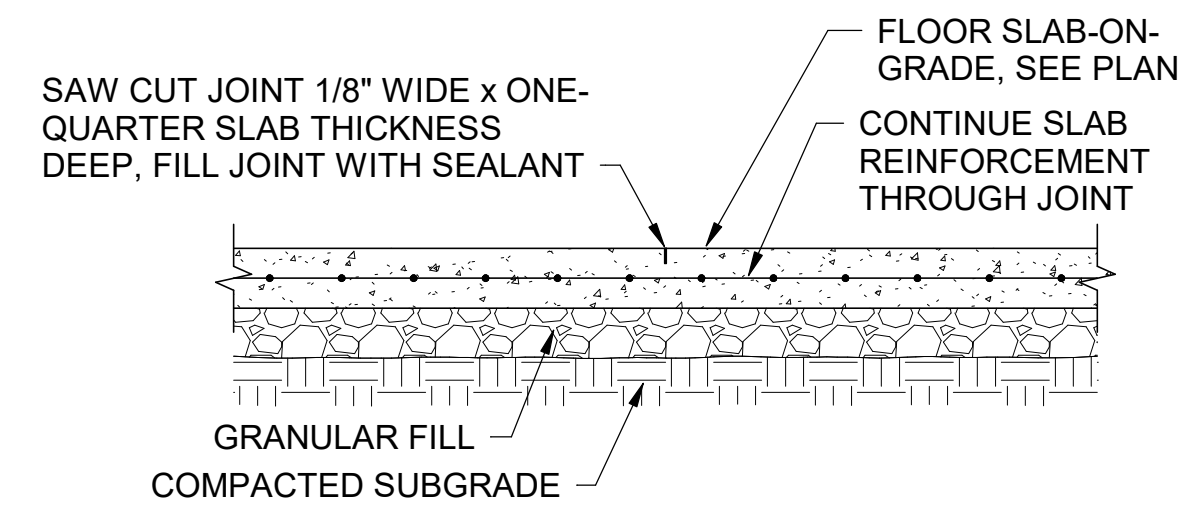
<<CLIENT / AGENCY INFORMATION>>
DISTRICT
<<CLIENT ADDRESS>>
POND
5000 Parkway Lane, Suite 600
Pond, CA 94643
Phone (978) 595-7740
Fax (978) 595-7741
JOB NO. <POND Project Number>

<<PROJECT NAME (LINE 1)>>
<<PROJECT NAME (LINE 2)>>
<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>
FOUNDATION SECTIONS

SHEET ID

S-301

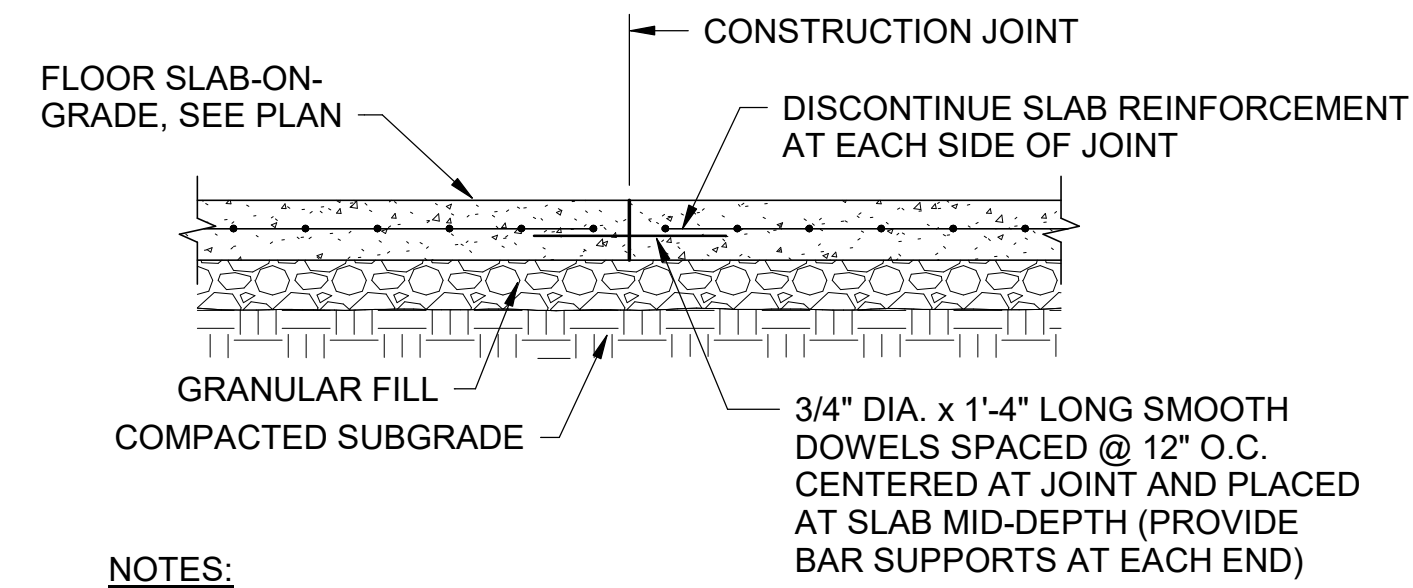
SHEET OF



NOTES:

1. SLAB SHALL BE SAWN AS SOON AS THE CONCRETE WILL SAFELY SUPPORT MEN AND EQUIPMENT.
2. FILL JOINT WITH SEALANT AFTER SLAB HAS CURED.
3. CONSTRUCTION JOINT MAY REPLACE CONTROL JOINT, SEE #/S-###.

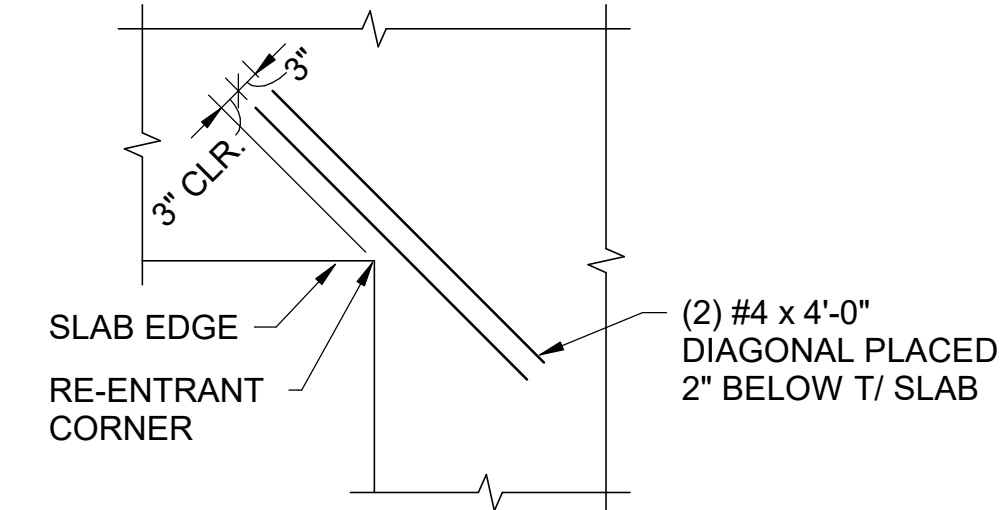
D1 TYPICAL SLAB-ON-GRADE CONTROL JOINT



NOTES:

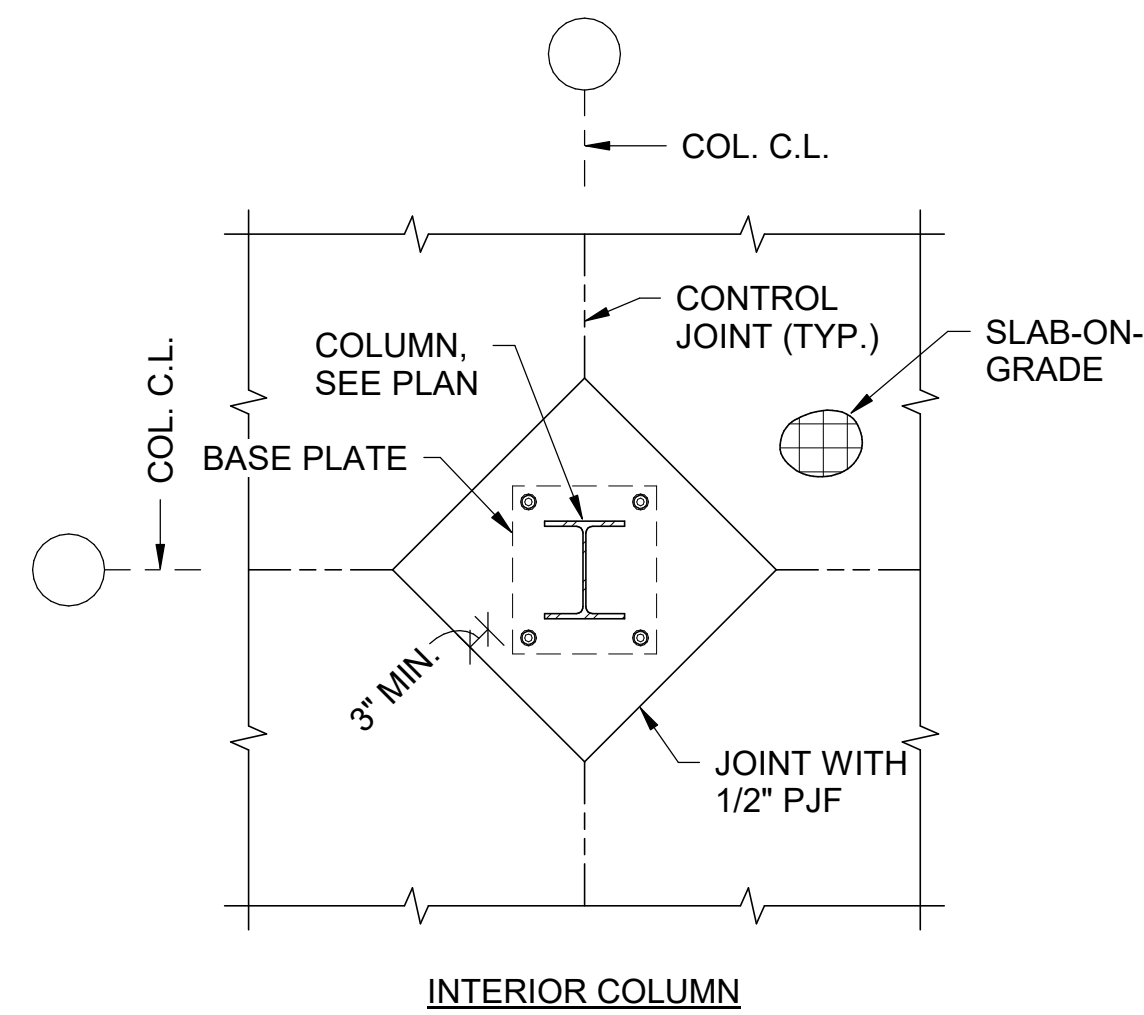
1. FILL JOINT WITH SEALANT AFTER SLAB HAS BEEN CURED.
2. DOWELS SHALL BE SMOOTH AND LIGHTLY GREASED ON ONE END TO PREVENT BONDING TO CONCRETE. DOWELS SHALL BE SUPPORTED SO THEY WILL REMAIN PARALLEL IN BOTH THE HORIZONTAL AND VERTICAL PLANES.
3. CONTROL JOINT MAY REPLACE CONSTRUCTION JOINT, SEE #/S-###.

D2 TYPICAL SLAB-ON-GRADE CONSTRUCTION JOINT

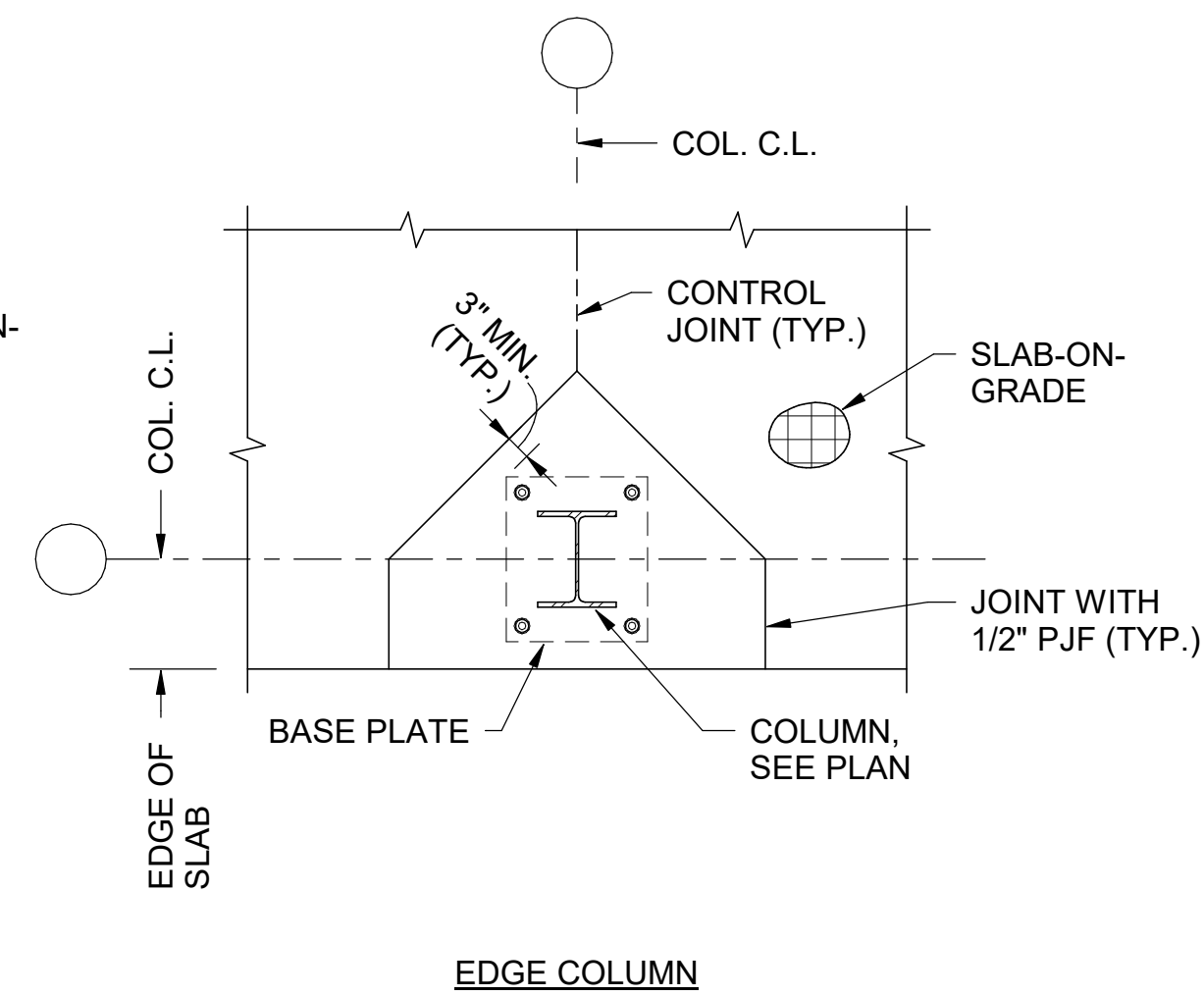
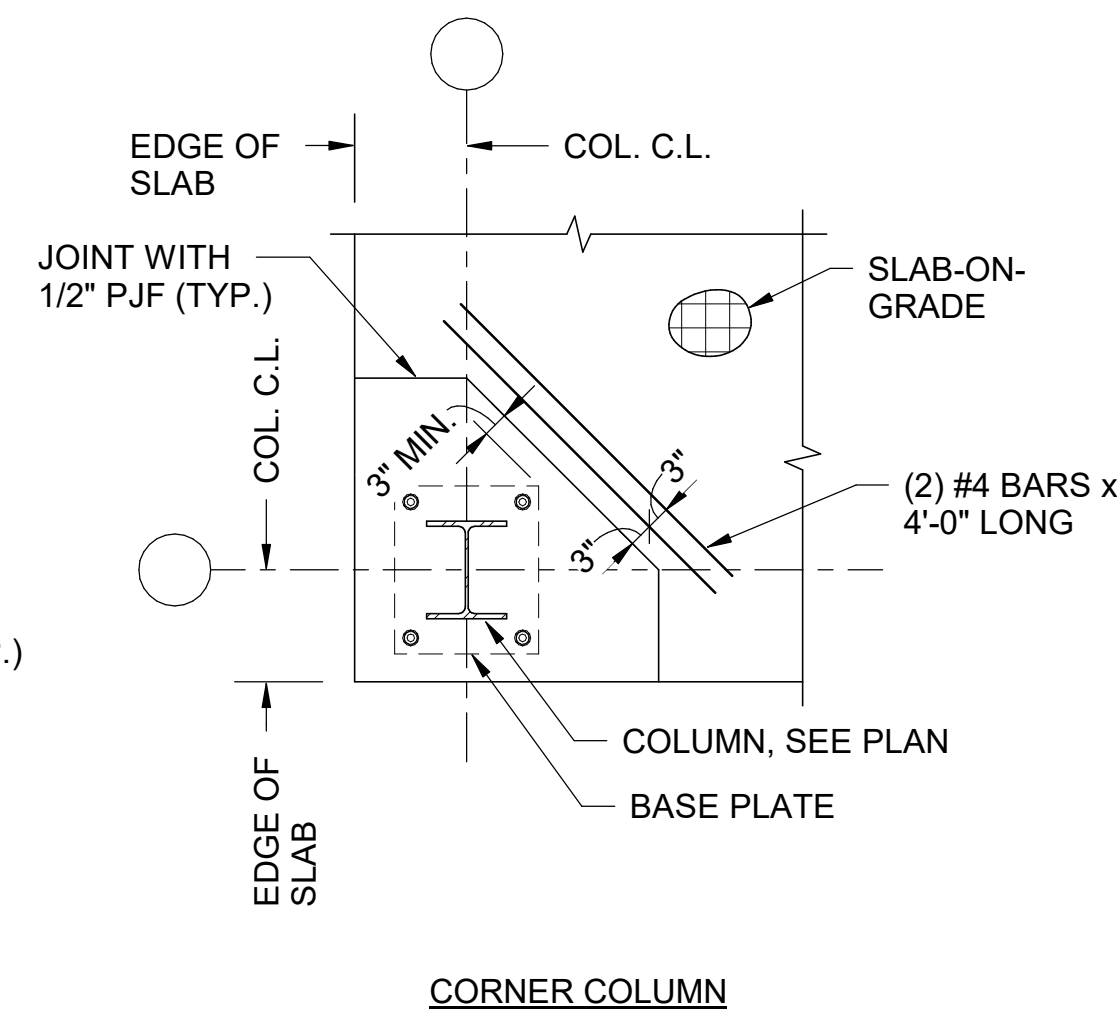


NOTE: DO NOT PROVIDE BARS WHERE CONTROL JOINTS COINCIDE AT RE-ENTRANT CORNER.

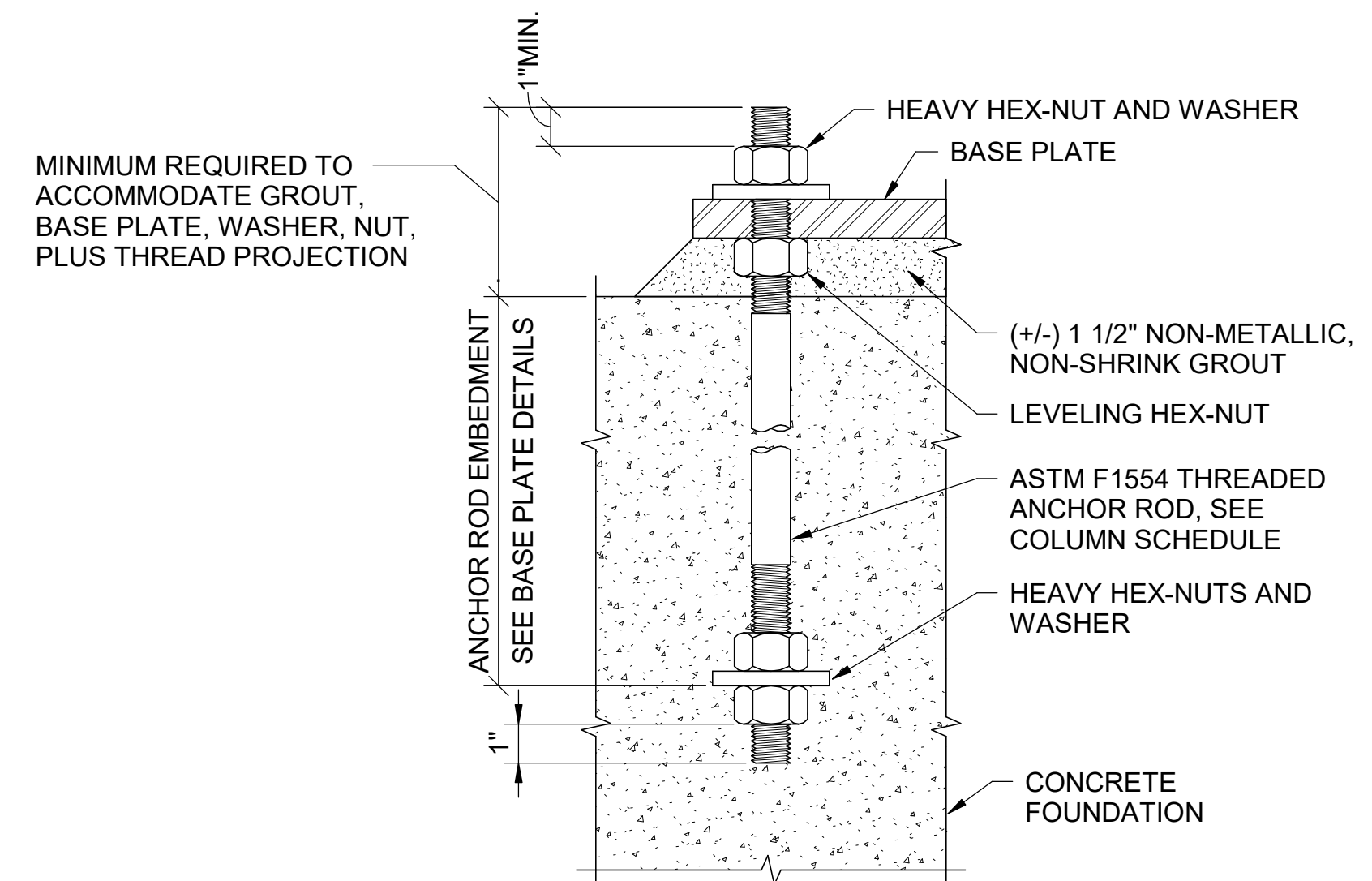
D4 (2) BARS AT RE-ENTRANT CORNER
SCALE: N.T.S.



B1 TYPICAL COLUMN ISOLATION JOINTS
SCALE: N.T.S.

EDGE COLUMN

CORNER COLUMN



B4 TYPICAL ANCHOR BOLT
SCALE: N.T.S.

[illegible]

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<<PROJECT NAME (LINE 1)>>
<<PROJECT NAME (LINE 2)>>
<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>
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STRUCTURAL DETAILS

HEET ID

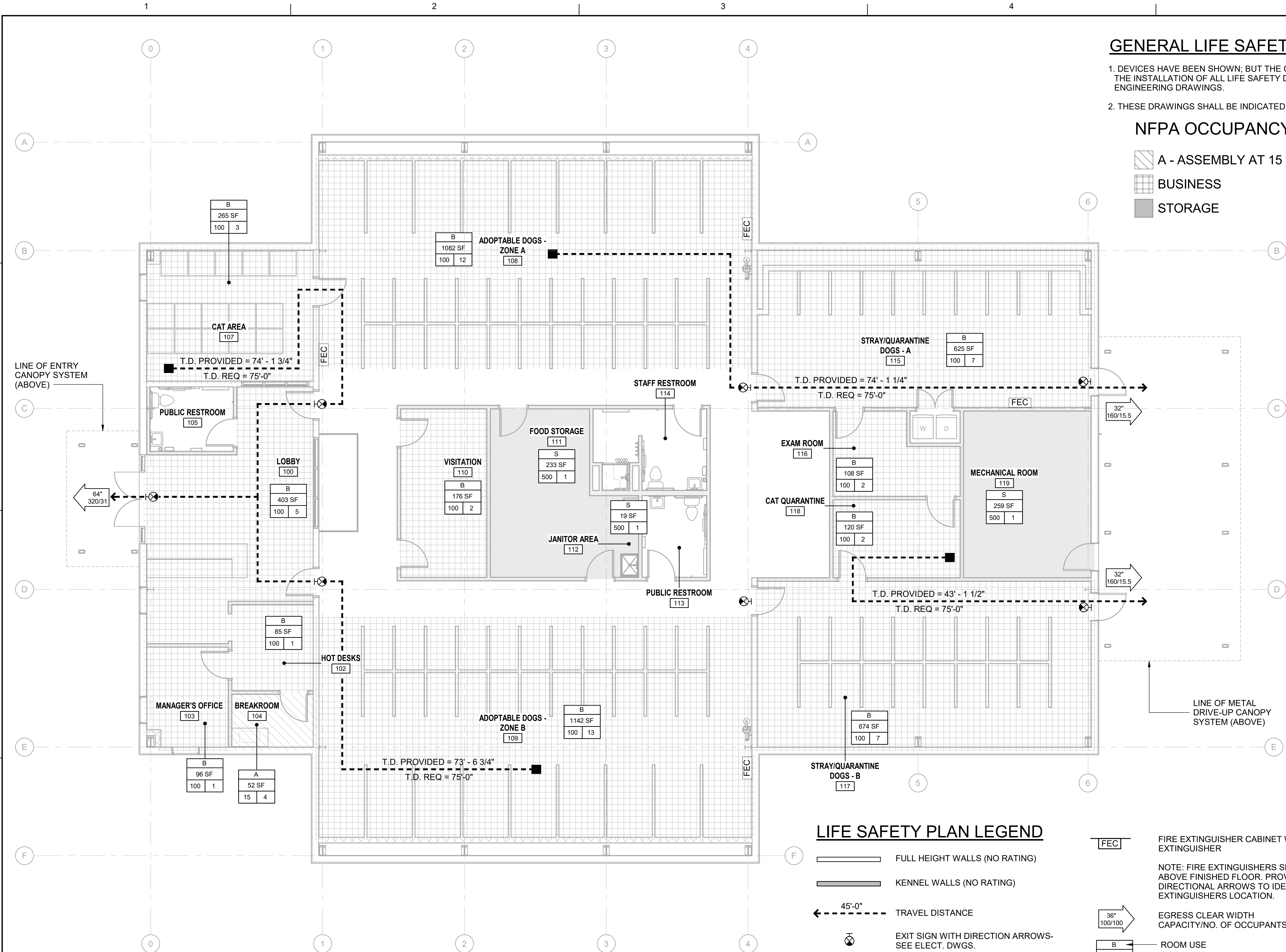
S-501

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A1 LIFE SAFETY PLAN

SCALE: 3/16" = 1'-0"

ORIGINAL SHEET SIZE: 22" X 34"



GENERAL LIFE SAFETY SHEET NOTES:

1. DEVICES HAVE BEEN SHOWN, BUT THE CONTRACTOR SHALL ENSURE THE INSTALLATION OF ALL LIFE SAFETY DEVICES INDICATED ON THE ENGINEERING DRAWINGS.
2. THESE DRAWINGS SHALL BE INDICATED AS "FOR REFERENCE ONLY."

NFPA OCCUPANCY USE LEGEND

- A - ASSEMBLY AT 15
- BUSINESS
- STORAGE

LIFE SAFETY PLAN LEGEND

- FULL HEIGHT WALLS (NO RATING)
- KENNEL WALLS (NO RATING)
- TRAVEL DISTANCE
- EXIT SIGN WITH DIRECTION ARROWS- SEE ELECT. DWGS.
- STARTING POINT FOR TRAVEL DISTANCE

- FIRE EXTINGUISHER CABINET W/ 10LB. A: BS DRY-CHEMICAL FIRE EXTINGUISHER
- NOTE: FIRE EXTINGUISHERS SHALL BE INSTALLED W/ TOP AT 4'-0" ABOVE FINISHED FLOOR. PROVIDE STICK - ON LETTERING AND DIRECTIONAL ARROWS TO IDENTIFY THE CABINET OR EXTINGUISHERS LOCATION.
- EGRESS CLEAR WIDTH CAPACITY/NO. OF OCCUPANTS
- ROOM USE
- ROOM AREA
- OCCUPANT LOAD
- AREA PER OCCUPANT

STAMP/SEAL	
DATE	DESCRIPTION
MARK	
ISSUE DATE	ISSUE DESCRIPTION
DESIGNED BY:	DESIGNER
DRAWN BY:	DRAWING NO.:
CHECKED BY:	CHECKED NO.:
SUBMITTED BY:	SUBMIT NO.:
FILE NAME:	FILE NUMBER:
SIZE:	ANSI D
<<CLIENT / AGENCY INFORMATION>>	
<<PROJECT NAME (LINE 1)>>	
<<PROJECT NAME (LINE 2)>>	
<<PROJECT NAME (LINE 3)>>	
<<PROJECT CITY, STATE>>	
LIFE SAFETY PLAN	
SHEET ID	
G-101	
SHEET OF	

4/3/2020 7:06:59 AM BIM 360://1200399 - Spalding Animal Shelter/1200399 SPALD_AN_SHEL_Arch_V19.rvt

D

C

B

A

BUILDING CODE SUMMARY:

GENERAL DESCRIPTION:

NAME: SPALDING COUNTY ANIMAL CONTROL FACILITY

LOCATION: JUSTICE BOULEVARD
GRIFFIN, GA 30224

SCOPE: NEW PRE-ENGINEERED METAL BUILDING TO BE USED BY
SPALDING CO. ANIMAL CONTROL.

LIST OF MANDATORY CODES:

- INTERNATIONAL BUILDING CODE (IBC), 2018 WITH GA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 WITH GA AMENDMENTS (2020)
- INTERNATIONAL PLUMBING CODE, 2018 WITH GA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 WITH GA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 WITH GA AMENDMENTS (2020)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION WITH SUPPLEMENTS & AMENDMENTS (2020)
- LIFE SAFETY CODE (NFPA 101), 2012 EDITION WITH GA FIRE MARSHAL AMENDMENTS
- FIRE & LIFE SAFETY IN ANIMAL HOUSING FACILITIES CODE (NFPA 150), 2019 EDITION
- GEORGIA ACCESSIBILITY CODE (2015)

OCCUPANCY CLASSIFICATION:

BUSINESS OCCUPANCY W/ ACCESSORY S-2 STORAGE
PER 508.3.3 AND CHAPTER 9 OF IBC.

BUSINESS W/ ANIMAL HOUSING FACILITIES PER NFPA 101 SECTION 6.1.11.1.
(TO REFERENCE NFPA 150 PER SECTION 11.12.2 FOR MEANS OF EGRESS)

MULTIPLE SUB-CATEGORIES PER NFPA 150 CHAPTER 6
CATEGORY 5 CLASS B - EXHIBITION / PUBLIC VIEWING
CATEGORY 6 CLASS A - GENERAL BOARD & CARE

CONSTRUCTION TYPE:

IBC CHAPTER 6
TYPE IIB, UN-PROTECTED, NON-COMBUSTIBLE

ALLOWABLE AREA:

NFPA 150, TABLE 7.2.2
ALLOWABLE AREA = 16,000 S.F.
PROVIDED AREA = 7,180 S.F.

ALLOWABLE NUMBER OF STORIES:

IBC, TABLE 504.4
ALLOWABLE STORIES = 3
PROVIDED STORIES = 1

ALLOWABLE HEIGHT:

IBC, TABLE 504.3
ALLOWED HEIGHT ABOVE GRADE = 55'-0"
PROVIDED HEIGHT ABOVE GRADE = 22'-0"

FIRE ALARM (LSC):

FIRE ALARM SYSTEM NOT REQUIRED PER SECTION 38.3.4 OF NFPA 101.

FIRE EXTINGUISHERS (IFC):

FIRE EXTINGUISHERS SHALL BE LOCATED PER REQUIREMENTS OF IFC
SECTION 906 AND NFPA 101 38.3.5.

FIRE SPRINKLER SYSTEM (LSC):

FIRE SPRINKLER SYSTEM NOT REQUIRED PER CHAPTER 38 OF NFPA 101.

MINIMUM REQUIRED EGRESS WIDTH (LSC):

NFPA 101 / CHAPTER 7
THE CLEAR WIDTH OF ANY CORRIDOR OR PASSAGEWAY SERVING AN
OCCUPANT LOAD OF 50 OR MORE SHALL BE NOT LESS THAN 44 IN.
(7.3.3 EGRESS CAPACITY)
EGRESS COMPONENTS OTHER THAN STAIRS = 0.2" PER OCCUPANT SERVED
MINIMUM EGRESS REQUIRED: 0.2" x 62 OCCUPANTS = 12.4"
MINIMUM EGRESS PROVIDED = 32"

EGRESS DOORS (LSC):

NFPA 150 ECTION (7.2.1.2.3.2)
DOOR OPENINGS IN MEANS OF EGRESS SHALL BE NOT LESS THAN 32" IN
CLEAR WIDTH.
MINIMUM EGRESS WIDTH PROVIDED = 32"

LOCATION OF EXITS (LSC):

NFPA 101 - SECTION (7.5.1.3.2 & 7.5.1.3.3)
WHERE TWO EXITS OR EXIT ACCESS DOORWAYS ARE REQUIRED FROM ANY
PORTION OF THE EXIT ACCESS, THE EXIT DOORS OR EXIT ACCESS DOORWAYS
SHALL BE PLACED A DISTANCE APART EQUAL TO NOT LESS THAN ONE-HALF
OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE
BUILDING OR AREA SERVED MEASURED IN A STRAIGHT LINE BETWEEN EXIT
DOORS OR EXIT ACCESS DOORWAYS. (ONE-THIRD OF THE LENGTH FOR
SPRINKLERED BUILDINGS)

TRAVEL DISTANCE TO EXITS (LSC):

NFPA 150 - CHAPTER 8.7.2
TRAVEL DISTANCE / NON-SPRINKLERED = 75'-0"

NFPA 101 - CHAPTER 38.2.5.3.3
COMMON PATH LIMIT / NON-SPRINKLERED = 75'-0"

NFPA 101 - CHAPTER 38.2.5.2.2
DEAD END LIMIT / NON-SPRINKLERED = 20'-0"

PLUMBING FIXTURE COUNT:

IBC CHAPTER 29, TABLE 2902.1 / BUSINESS

WATER CLOSETS:

62 OCCUPANTS:
@ 1/25 FOR FIRST 50 = 3 FIXTURES REQUIRED
@ 1/50 FOR REMAINDER = 3 FIXTURES PROVIDED

LAVATORIES:

62 OCCUPANTS
@ 1/40 FOR FIRST 80 = 2 FIXTURES REQUIRED
@ 1/80 FOR REMAINDER = 3 FIXTURES PROVIDED

DRINKING FOUNTAIN:

62 OCCUPANTS @ 1/100 = 1 FIXTURES REQUIRED
0 BI-LEVEL FIXTURES WITH
BOTTLE FILLER PROVIDED

LSC - OCCUPANT LOAD CALCULATION					
ROOM No.	ROOM NAME	AREA	LOAD FACTOR	OCCUPANT LOAD	OCCUPANCY USE
100	LOBBY	403 SF	100	5	BUSINESS
102	HOT DESKS	85 SF	100	1	BUSINESS
103	MANAGER'S OFFICE	96 SF	100	1	BUSINESS
104	BREAKROOM	52 SF	15	4	A - ASSEMBLY AT 15
107	CAT AREA	265 SF	100	3	BUSINESS
108	ADOPTABLE DOGS - ZONE A	1082 SF	100	12	BUSINESS
109	ADOPTABLE DOGS - ZONE B	1142 SF	100	13	BUSINESS
110	VISITATION	176 SF	100	2	BUSINESS
111	FOOD STORAGE	233 SF	500	1	STORAGE
112	JANITOR AREA	19 SF	500	1	STORAGE
115	STRAY/QUARANTINE DOGS - A	625 SF	100	7	BUSINESS
116	EXAM ROOM	108 SF	100	2	BUSINESS
117	STRAY/QUARANTINE DOGS - B	674 SF	100	7	BUSINESS
118	CAT QUARANTINE	120 SF	100	2	BUSINESS
119	MECHANICAL ROOM	259 SF	500	1	STORAGE
TOTAL				62	

<<PROJECT NAME (LINE 1)>>
<<PROJECT NAME (LINE 2)>>
<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>
BUILDING CODE SUMMARY

SHEET ID

G-102

SHEET OF

STAMP/SEAL

DATE

DESCRIPTION

MARK

DESIGNED BY: Designer
DRAWN BY: Drafter
CHECKED BY: Checker
SUBMITTED BY: Submitter
ISSUE DATE: XX-X-XXXX
SUBMITAL ISSUE NO.: XX-X-XXXX
CONTRACT NO.: XX-X-XXXX
CONTRACT NUMBER: XX-X-XXXX
FILE NUMBER: XX-X-XXXX
FILE NAME: ANS/D

<<CLIENT / AGENCY INFORMATION>>
DISTRICT
<<CLIENT ADDRESS>>
POND
5000 Parkway Lane, Suite 600
Atlanta, GA 30340
Phone (678) 595-7740
Fax (678) 595-7740
Job No. <POND Project Number>

ARCHITECTURAL ABBREVIATIONS

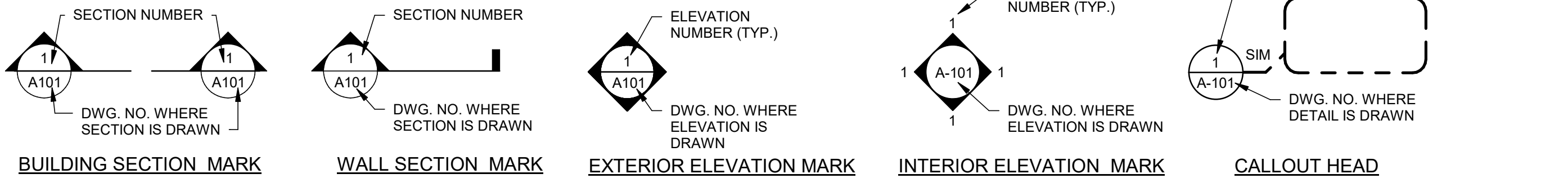
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	A.F.F.	ABOVE FINISHED FLOOR	GA.	GAGE OR GAUGE	RECEP.	RECEPTIONIST
	ACC. DR.	ACCESS DOOR / PANEL	GALV.	GALVANIZED	REF.	REFERENCE
	ADAAG	AMERICAN WITH DISABILITIES ACCESSIBILITY GUIDELINES	G.B.F.	GYPSUM BOARD FURRING	REINF.	REINFORCEMENT
	ACCESS.	ACCESSORIES	GFCI	GOVERNMENT FURNISHED CONTRACTOR INSTALLED	REQ'D.	REQUIRED
	ADJ.	ADJUST / ADJUSTABLE		GOVERNMENT FURNISHED CONTRACTOR INSTALLED	REV.	REVISIONS / REVISED
	ACOUST.	ACOUSTICAL	GFGI	GIRT LINE	R.D.	ROOF DRAIN
	A.B.	ANCHOR BOLT		GLASSY PAINT	RH	RIGHT HAND
	ACT	ACOUSTICAL CEILING TILE	G.L.	GLOSSY PAINT	RHR	RIGHT HAND REVERSE
	ANOD.	ANODIZED	G.P.	GLASS	RM.	ROOM
	A.C.	AIR CONDITIONING	GL.	GOVERNMENT	R.O.	ROUGH OPENING
	AL / ALUM.	ALUMINUM	GOVT.	GYPSUM	RB	RUBBER BASE
	&	AND	GYP.	GYPSUM BOARD	SC	SEALED CONCRETE
	L	ANGLE	GYP. BD. (GWB)		SCW	SOLID CORE WOOD
	APP.	APPROVED			SCHED.	SCHEDULE
	APPROX.	APPROXIMATE	HKS	HOOCS	SECT.	SECTION
	ARCH.	ARCHITECTURAL	HR.	HANDRAIL	S.G.P.	SEMI-GLOSS PAINT
	@	AT	HDW.	HARDWARE	SSK	SERVICE SINK
	AT / FP	ANTI TERRORISM / FORCE PROTECTION	HGT.	HEIGHT	SHT. MET.	SHEET METAL
	AVG.	AVERAGE	H.	HIGH	SIM.	SIMILAR
	A.W.I.	ARCHITECTURAL WOODWORK INSTITUTE	H.P.	HIGH POINT	STC	SOUND TRANSMISSION CLASS
			H.M.	HOLLOW METAL	SPEC(S)	SPECIFICATION
	B.H.M.I.	BUILDER'S HARDWARE MANUFACTURER'S ASSOCIATION, INC.	HORIZ.	HORIZONTAL	SFRM	SPRAYED FIRE RESISTIVE MATERIAL
			HB	HOSE BIBB	SQ.	SQUARE
	BM.	BEAM	H.V.A.C.	HEATING VENTILATION & AIR CONDITIONING	ST.	STAIN
	BLKG.	BLOCKING			S.S.	STAINLESS STEEL
	BD.	BOARD	IN.	INCH	STD.	STANDARD
	BTM.	BOTTOM	I.D.	INSIDE DIAMETER	STL.	STEEL
	BLDG.	BUILDING	INSUL.	INSULATION	STOR.	STORAGE
	B.U.R.	BUILT-UP ROOFING	INT.	INTERIOR	STRUCT.	STRUCTURAL
	CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED			SUSP.	SUSPENDED
	CH.	CHANNEL	JAN.	JANITOR		
	CPT.	CARPET	J.C.	JANITOR'S CLOSET	TOIL. / TLT	TOILET
	CLG.	CEILING	JT.	JOINT	TEL.	TELEPHONE
	CLG. HT.	CEILING HEIGHT	JST.	JOIST	THK.	THICK
	CTR.	CENTER			THOLD	THRESHOLD
	☿	CENTER LINE	K.P.	KICK PLATE	TG	TEMPERED GLASS
	C. TO C.	CENTER TO CENTER			T/	TOP OF
	C.T.	CERAMIC TILE	LAM.	LAMINATE	TOB	TOP OF BEAM
	CLR.	CLEAR	LDG.	LANDING	TOC	TOP OF CONCRETE
	C.O.	CLEANOUT	LAV.	LAVATORY	T/C	TOP OF CURB
	CLOS.	CLOSET	L.H.	LEFT HAND	TOS	TOP OF STEEL
	CO.	COMPANY	LHR	LEFT HAND REVERSE	T/W	TOP OF WALL
	COL.	COLUMN	LT.	LIGHT	TU	TOUCH-UP
	CONC.	CONCRETE	LTG.	LIGHTING	TYP.	TYPICAL
	CORR.	CORRIDOR	LONG.	LONGITUDINAL		
	COTR	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	LVR.	LOUVER	U.L.	UNDERWRITERS LABORATORIES
			L.P.	LOW POINT	UNFIN	UNFINISHED
	CMU	CONCRETE MASONRY UNIT			U.N.O.	UNLESS NOTED OTHERWISE
	CONF.	CONFERENCE	MAS.	MASONRY	VERT.	VERTICAL
	CONST.	CONSTRUCTION	M.O.	MASONRY OPENING	VEST.	VESTIBULE
	CONT.	CONTINUOUS	MGR.	MANAGER	VCT	VINYL COMPOSITION TILE
	CONTR.	CONTRACTOR	MANUF.	MANUFACTURER	VCB	VINYL COVE BASE
	C.J.	CONTROL JOINT	MATL.	MATERIAL	V.T.R.	VENT THRU ROOF
	C.Y.	CUBIC YARD	MAX.	MAXIMUM		
			MECH.	MECHANICAL	W.	WIDTH
	DET.	DETAIL	MTL.	METAL	W/	WITH
	DIA.	DIAMETER	M.W.P.	METAL WALL PANEL	W.C.	WATER CLOSET
	DIM.	DIMENSION	MIN.	MINIMUM	WCO	WALL CLEAN OUT
	DISP.	DISPENSER	MISC.	MISCELLANEOUS	WD.	WOOD
	DOOR	DOOR			WDW.	WINDOW
	DR.	DOWN	N.I.C.	NOT IN CONTRACT	W.M.P.	WIRE MESH PARTITION
	DN.	DOWNSPOUT	NO. (#)	NUMBER	W/O	WITHOUT
	D.S.	DESCRIPTION	NTS	NOT TO SCALE	W.R.G.B.	BOARD
	DESC.	DESCRIPTION	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	W.S.	WEATHERSTRIPPING
	DWG.	DRAWING			W.R.O.	WINDOW ROUGH OPENING
					YD.	YARD
	EA.	EACH	O.C.	ON CENTER		
	ELEC.	ELECTRICAL OR ELECTRIC	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED		
	EL.	ELEVATION				
	E.W.C.	ELECTRIC WATER COOLER	OFGI	OWNER FURNISHED CONTRACTOR INSTALLED		
	E.R.D.	EMERGENCY ROOF DRAIN				
	E.P.	EPOXY PAINT	O.H.	OPPOSITE HAND		
	ENGR.	ENGINEER	OPNG.	OPENING		
	EQUIP.	EQUIPMENT	O.W.	OPEN WEB		
	EQ.	EQUAL	OPP.	OPPOSITE		
	EXIST.	EXISTING	O.D.	OUTSIDE DIAMETER		
	EXP.	EXPANSION / EXPOSED	OSHA	OCCUPATIONAL SAFETY AND HEALTH ACT		
	E.J. (EXP. JT.)	EXPANSION JOINT	OVHD	OVERHEAD		
	EXP. TO STRUCT.	EXPOSED TO STRUCTURE				
	EXT.	EXTERIOR				
	ETD	ESTIMATED TRAVEL DISTANCE				
	FAC.	FACTORY	PDU	POWER DISTRIBUTION UNIT		
	FDC	FIRE DEPARTMENT CONNECTION	PT	PAINT		
	FT.	FEET	PR.	PAIR		
	F.E.	FIRE EXTINGUISHER	PNL.	PANEL		
	F.E.C.	FIRE EXTINGUISHER CABINET	PART.	PARTITION		
	F.H.C.	FIRE HOSE CABINET	PLAS.	PLASTER OR PLASTIC		
	FIN.	FINISH	PL	PLATE		
	F.P.	FLAT PAINT	PLYWD.	PLYWOOD		
	F.F.	FINISHED FLOOR	LBS. OR #	POUNDS		
	FLR.	FLOOR	PSF	POUNDS / SQUARE FOOT		
	F.D.	FLOOR DRAIN	PSI	POUNDS / SQUARE INCH		
	FLUOR.	FLUORESCENT	P.M.J.F.	PREFABRICATED		
	F.O.G.	FACE OF GIRT	PRE-FAB.			
	FTG.	FOOTING				
	FDN.	FOUNDATION	Q.T.	QUARRY TILE		

GENERAL NOTES:

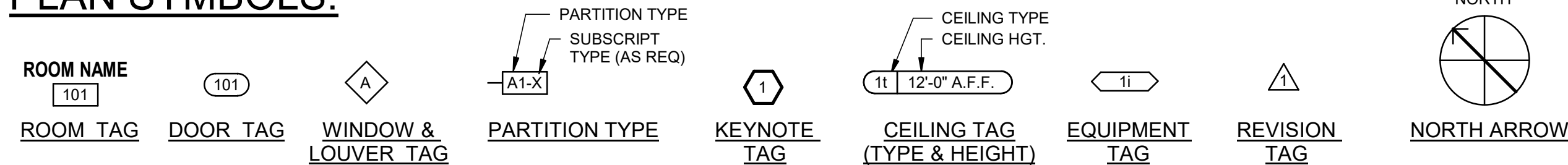
1. THE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK. THE DRAWINGS ARE NOT INTENDED TO INDICATE OR DESCRIBE ALL WORK REQUIRED FOR THE FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
2. THE ENUMERATION OF PARTICULAR ITEMS OF WORK IN ONE PORTION OF THE CONTRACT DOCUMENTS SHALL NOT BE CONSTRUED TO EXCLUDE OTHER ITEMS NECESSARY OR IMPLIED THEREFROM.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL PARTS OF THE WORK SO THAT NO WORK SHALL BE LEFT IN AN UNFINISHED OR INCOMPLETE CONDITION.
4. ALL WORK SHALL CONFORM TO APPLICABLE INDUSTRY AND MANUFACTURER'S PUBLISHED STANDARDS FOR QUALITY OF MATERIALS AND WORKMANSHIP, AS WELL AS, ALL REQUIREMENTS IN THESE DRAWINGS AND SPECIFICATIONS. ANY CONFLICTING REQUIREMENTS OF THE SOURCES LISTED ABOVE SHALL BE BROUGHT TO THE **ARCHITECT'S** ATTENTION PRIOR TO PROCEEDING WITH THE WORK.
5. THE CONTRACTOR SHALL PROTECT ANY EXISTING, IN-PLACE, AND NEW WORK.
6. ALL WORK NOTED "N.I.C." IS NOT MEANT TO BE PART OF THE CONSTRUCTION SCOPE OF WORK AGREEMENT.
7. THE CONTRACTOR SHALL PAY FOR AND COORDINATE THE REMOVAL AND LEGAL DISPOSAL OF MATERIALS AND RUBBISH.
8. ONCE ON SITE, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SHALL VERIFY ALL NEW AND EXISTING CONDITIONS, SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE **ARCHITECT** IN WRITING OF ANY DIFFERING CONDITIONS BEFORE COMMENCEMENT OF WORK.
9. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN, LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS. THE CONTRACTOR SHALL NOTIFY THE **ARCHITECT** IN WRITING OF ANY DIFFERING CONDITIONS BEFORE COMMENCEMENT OF WORK.
10. UNLESS NOTED OTHERWISE, ALL GYPSUM BOARD SURFACES ARE TO RECEIVE ONE PRIMER COAT AND TWO COATS OF PAINT.
11. DIMENSIONS NOTED AS 'HOLD' SHALL NOT VARY BY MORE THAN 1/8" FROM SIDE TO SIDE OR FROM FRONT TO BACK, FINISHED SURFACE TO FINISHED SURFACE.
12. NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, AND ALTERATION OPERATIONS SHALL BE APPLIED.
13. WALL AND/OR CEILING ASSEMBLIES THAT ARE IDENTIFIED WITH A FIRE RESISTIVE RATING SHALL BE CONSTRUCTED AS DETAILED HEREIN.
14. DIMENSIONS SHOWN ARE TO FACE OF STUD OR CMU (U.N.O.).
15. PROVIDE EXPANSION AND CONTROL JOINTS IN ALL WORK AS PER PRODUCT MANUFACTURER'S STANDARDS.
16. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATORY AGENCIES AND SHALL OBTAIN NECESSARY BUILDING AND FIRE PERMITS FROM ALL AUTHORITIES HAVING JURISDICTION.

17. ALL INTERIOR FINISH MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES, ORDINANCES AND REGULATORY AGENCIES.
18. ALL DISSIMILAR METALS SHALL BE ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
19. NOTES APPEAR ON VARIOUS SHEETS FOR DIFFERENT SYSTEMS AND MATERIALS. SHEETS ARE TO BE REVIEWED AND NOTES ON INDIVIDUAL SHEETS SHALL BE APPLIED TO RELATED DRAWINGS AND DETAILS.
20. A FINISH INDICATION ON A WALL SHALL MEAN THE ENTIRE LENGTH AND HEIGHT OF WALL IS TO BE FINISHED OR FIRE-RATED AS INDICATED.
21. WHEN NON-DIMENSIONED PARTITIONS APPEAR IN CONJUNCTION WITH DOOR OPENINGS, THE DOOR WIDTH AND THE DOOR FRAME DETAILS DETERMINE THE LOCATION OF ADJACENT WALLS AND FRAMES.
22. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE **ARCHITECT** BEFORE PROCEEDING WITH THE WORK.
23. THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL AND ELECTRICAL FLOOR AND WALL SLEEVES INCLUDING CONDUITS WITH ALL MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, STRUCTURAL AND ARCHITECTURAL DRAWINGS.
24. PROVIDE ACCESS PANELS AS REQUIRED BY APPLICABLE CODES AND AS REQUIRED FOR MECHANICAL EQUIPMENT AND PLUMBING WORK. ALL ACCESS PANELS SHALL BE CONCEALED AND LOCATIONS SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO PROCEEDING.
25. ALL PIPE DUCTS AND BUS DUCTS THAT PENETRATE FLOOR SLABS OR WALL PARTITIONS SHALL BE INSTALLED IN A MANNER THAT WILL PRESERVE THE MOISTURE RESISTIVENESS, FIRE RATING, AND STRUCTURAL INTEGRITY OF THE BUILDING.
26. DO NOT CUT INTO, REMOVE OR ALTER ANY STRUCTURAL MEMBER OR PORTION OF THE FLOOR SYSTEM UNLESS IT IS SPECIFICALLY NOTED OR SHOWN ON THE STRUCTURAL DRAWINGS.
27. INTERIOR PARTITION MOVEMENT CONTROL:
 - A. VERTICAL CONTROL JOINTS FOR ANY WALL LENGTH ARE TO OCCUR AT NOT MORE THAN 30'-0" O.C. IN THE HORIZONTAL DIRECTION, UNLESS NOTED OTHERWISE.
 - B. PROVISIONS SHALL BE MADE IN THE DESIGN, FABRICATION, AND INSTALLATION OF INTERIOR PARTIONS FOR TYPICAL FLOOR DEFLECTIONS OF THE STRUCTURE UNDER SUPERIMPOSED LOADS AS FOLLOWS: TYPICAL ROOF/FLOOR MEMBERS: SPAN/360 BUT NOT LESS THAN 1/2".
28. THE CONTRACTOR SHALL PLAN HIS/HER WORK TO PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES, AND EXECUTE THE WORK IN SUCH A MANNER TO AVOID ANY HAZARD TO PERSONS AND PROPERTY AS NECESSARY.
29. THE CONTRACTOR SHALL COORDINATE THE PHASING OF THE WORK TO BE PERFORMED IN OR ABOUT EXISTING FACILITIES, IF APPLICABLE, WITH THE **OWNER, OWNER'S REPRESENTATIVE** PRIOR TO START OF SUCH WORK.

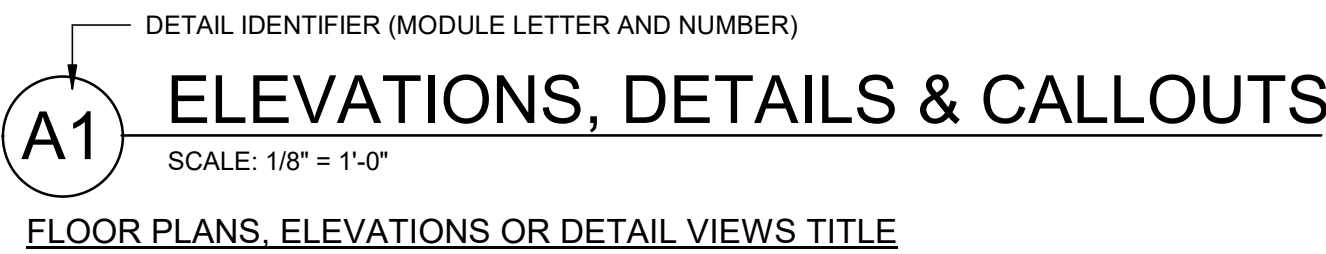
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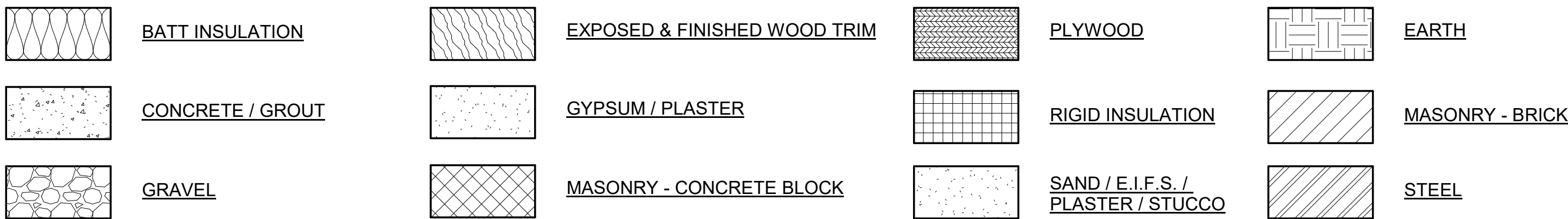
PLAN SYMBOLS:



VIEW TITLES:

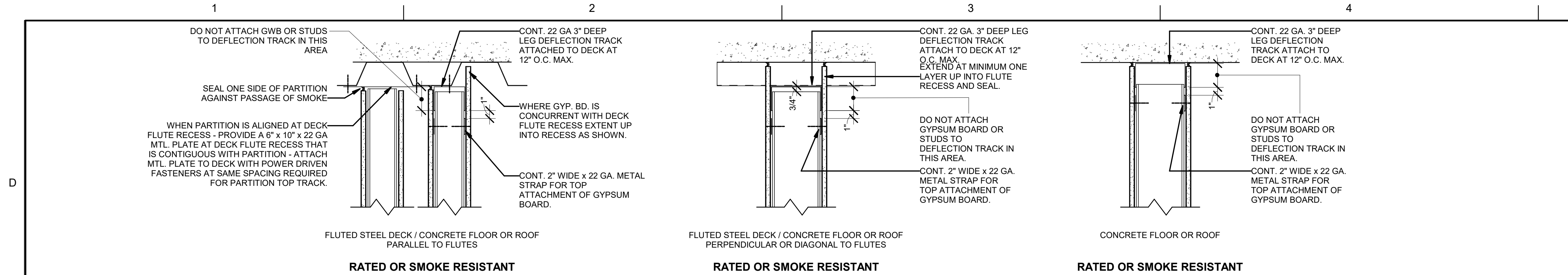


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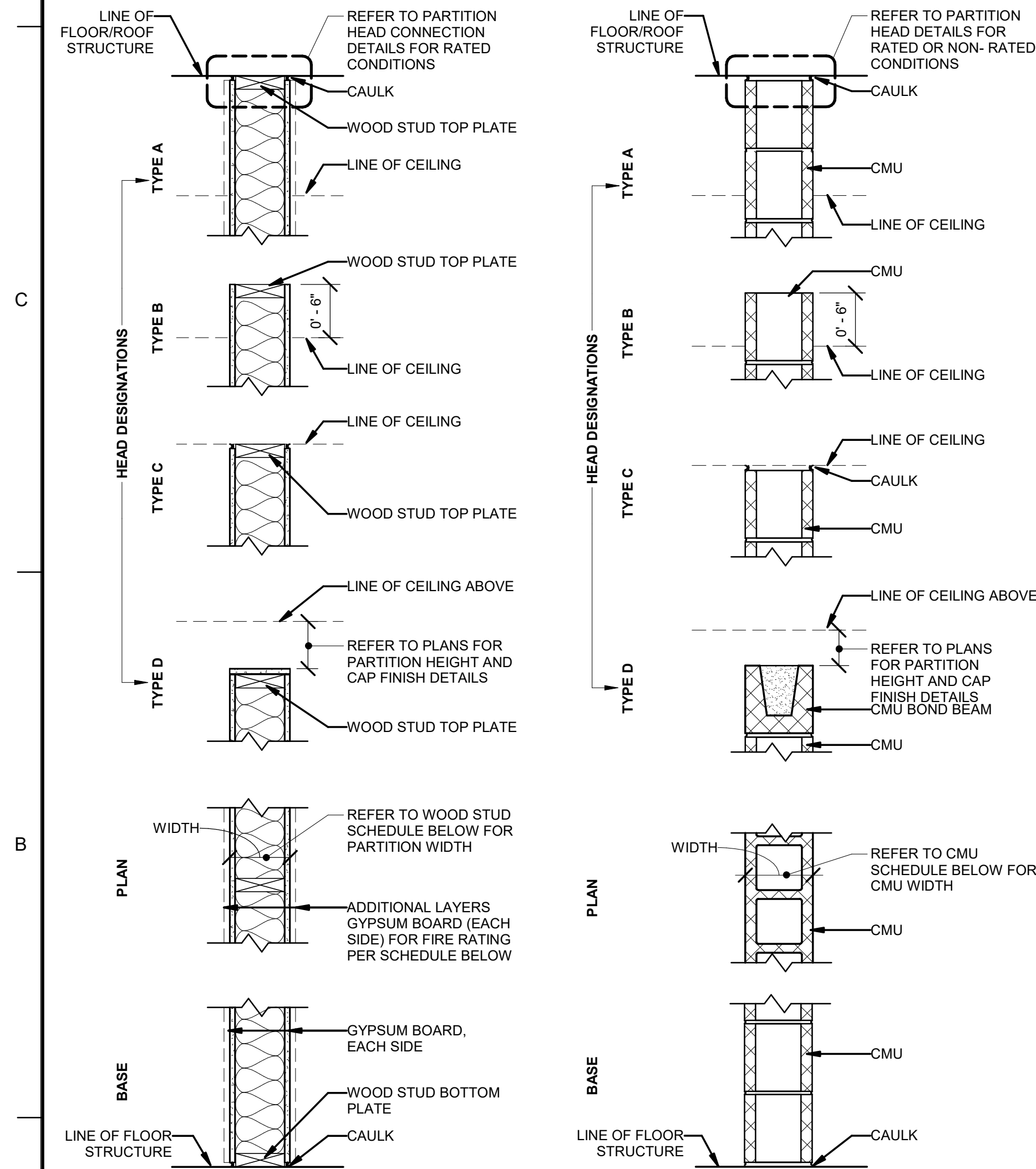


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5000 Parkway Lane, Suite 500 Phila, PA 19104 Phone (781) 395-7740 Fax (781) 395-7741 Web: www.pond.com	
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GENERAL NOTES, ABBREVIATIONS & SYMBOLS	
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RATED PARTITION HEAD CONNECTION DETAILS



PARTITION TYPE W

WOOD STUD SCHEDULE					
MARK	STUD WIDTH	GWB LAYERS	PARTITION WIDTH	FIRE RATING	UL LISTING
M8A	7 5/8"	0 HR	N/A		

PARTITION TYPE M

CMU SCHEDULE			
MARK	PARTITION WIDTH	FIRE RATING	UL LISTING
M8A	7 5/8"	0 HR	N/A

PARTITION TYPE S

SHAFTWALL SCHEDULE					
MARK	STUD WIDTH	GWB LAYERS	PARTITION WIDTH	FIRE RATING	UL LISTING
M8A	7 5/8"	0 HR	N/A		

PARTITION TYPE F

FURRING STUD SCHEDULE					
MARK	STUD WIDTH	GWB LAYERS	PARTITION WIDTH	FIRE RATING	UL LISTING
M8A	7 5/8"	0 HR	N/A		

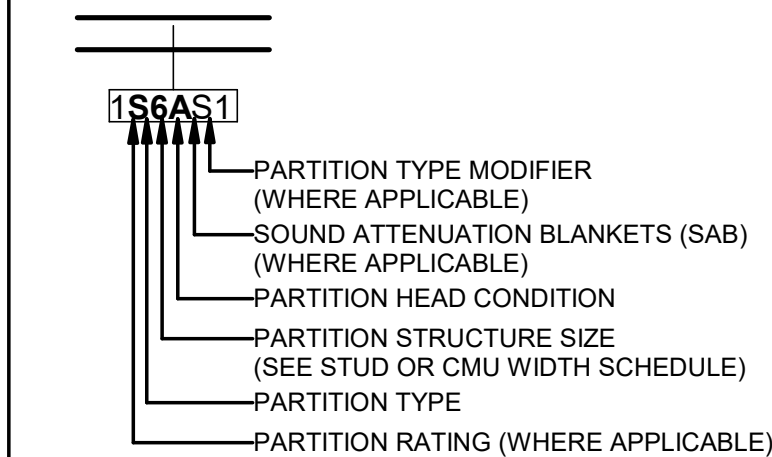
PARTITION TYPE G

METAL STUD SCHEDULE					
MARK	STUD WIDTH	GWB LAYERS	PARTITION WIDTH	FIRE RATING	UL LISTING
G3A	3-5/8"	(1) 5/8"	4 7/8"	0 HR	N/A
G6A	6"	(1) 5/8"	7 1/4"	0 HR	N/A

INTERIOR PARTITION GENERAL NOTES

- PARTITION TYPES DESCRIBE GENERAL REQUIREMENTS FOR PARTITIONS. REFER TO THE MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS OF APPLICABLE TESTING AGENCIES FOR SPECIFICS OF PARTITION CONSTRUCTION.
- REFER TO "PARTITION TYPE NOMENCLATURE" FOR SYMBOLS USED TO IDENTIFY ADDITIONAL REQUIREMENTS AND MODIFIERS TO BASIC PARTITION TYPES.
- "LINE OF STRUCTURE" INDICATED FOR EACH PARTITION IS DIAGRAMMATIC ONLY AND DOES NOT INDICATE EXACT CONSTRUCTION CONDITIONS OR GEOMETRY.
- TYPICAL FLOOR PLAN DIMENSIONS OF PARTITIONS ARE TO FACE OF STUD OR CMU UNLESS NOTED OTHERWISE.
- WHERE A CLEAR OPENING DIMENSION IS INDICATED, THE DIMENSION IS MEASURED FACE-TO-FACE BETWEEN FINISHED SURFACES.
- REFER TO SPECIFICATIONS FOR MINIMUM STUD DESIGN CRITERIA, MAXIMUM SPACING AND ALLOWABLE LIMITING HEIGHTS DEFLECTION CRITERIA FOR GYPSUM BOARD.
- METAL STUD GAUGE (IF NOTED) AND UL TEST NUMBERS WILL VARY DEPENDING ON THE MANUFACTURER OF COMPONENTS ACTUALLY USED.
- REFER TO FLOOR PLANS FOR FIRE PROTECTION RATINGS.
- ALL RATED PARTITIONS SHALL BE LABELED ABOVE CEILING WITH LABELS PER AHJ AS REQUIRED. IBC CHAPTER 7 AT MINIMUM.
- PENETRATIONS IN RATED PARTITIONS AND CONNECTIONS OF THE PARTITIONS TO OTHER PORTIONS OF THE WORK TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED DETAILS AND IN COMPLIANCE WITH APPLICABLE TESTING AGENCY REQUIREMENTS.
- INSTALLATION OF GYPSUM BOARD, BACKER BOARD AND BASE BOARD TO CONFORM TO REQUIREMENTS FOR FIRE RATINGS AND ACOUSTICAL RATINGS.
- PROVIDE WATER RESISTANT TYPE GYPSUM BOARD AT AREAS THAT ARE NOTED IN ROOM FINISH SCHEDULE TO RECEIVE CERAMIC OR PORCELAIN TILE FINISH.
- INSTALL BLOCKING OR BACKER MATERIAL FOR ATTACHMENT OF MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS. ALL BLOCKING TO BE FIRE RETARDANT TREATED.
- PARTITIONS THAT ARE REQUIRED TO EXTEND TO THE DECK ABOVE ARE TO HAVE THE GYPSUM BOARD CUT TO FIT WITHIN A 1/4" MAXIMUM TOLERANCE TO THE SHAPE OF THE DECK ABOVE. GYPSUM BOARD SHALL BE CONTINUOUSLY SEALED FOR THE FULL DEPTH OF THE GYPSUM BOARD WITH FLEXIBLE SEALANT.
- PROVIDE METAL STRAPPING @ 24" VERT. TO HOLD BATT INSULATION FOR AREAS WITHOUT GYPSUM WALLBOARD.
- GYPSUM BOARD IS TO BE CUT SO THAT THE CLEARANCE BETWEEN METALLIC ELECTRICAL OUTLET BOXES AND THE GYPSUM BOARD DOES NOT EXCEED 1/8".
- THE BOTTOM OF THE GYPSUM BOARD AT INTERIOR PARTITIONS IS TO BE 1/4" MINIMUM AND 1/2" MAXIMUM ABOVE THE FLOOR STRUCTURE AND IS TO BE SEALED FOR THE FULL DEPTH OF THE GYPSUM BOARD WITH FLEXIBLE SEALANT.
- REFER TO INTERIOR FINISH SCHEDULE FOR WALL FINISHES.
- REFER TO PARTITION TYPE MODIFIERS FOR STC RATED PARTITIONS.

PARTITION TYPE NOMENCLATURE



PARTITION TYPES

M	CONCRETE MASONRY UNIT PARTITION
G	METAL STUD PARTITION
S	SHAFTWALL PARTITION
F	METAL FURRING PARTITION
W	WOOD STUD PARTITION

PARTITION STRUCTURE WIDTH DESIGNATOR

#	METAL STUD	WOOD STUD	CMU
0	* 0-7/8"	--	--
1	* 1-1/2"	--	--
2	2-1/2"	* 1-1/2"	--
3	3-5/8"	2-1/2"	--
4	4"	3-1/2"	3-5/8"
6	6"	5-1/2"	5-5/8"
8	8"	7-1/4"	7-5/8"
10	10"	9-1/4"	
12	12"	11-1/4"	11-5/8"

* FURRING MEMBER

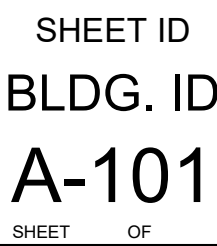
PARTITION HEAD CONDITION DESIGNATOR

A	PARTITION TO BOTTOM OF STRUCTURAL ROOF OR FLOOR DECK ABOVE
B	PARTITION TO 6" ABOVE CEILING - BRACE WALL AS NEEDED
C	PARTITION TO BOTTOM OF CEILING ABOVE
D	PARTIAL HEIGHT PARTITION - SEE PLAN FOR HEIGHT

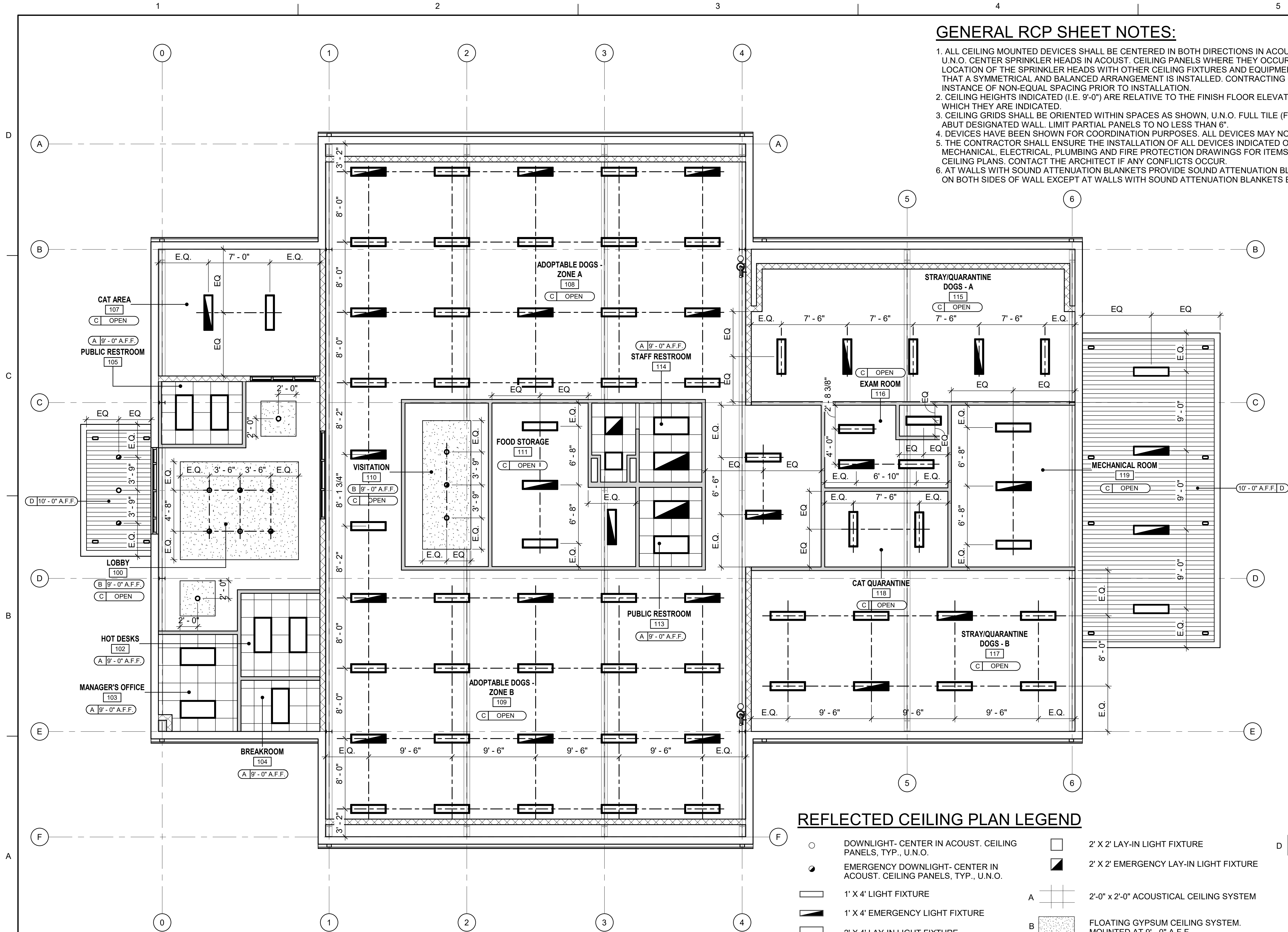
PARTITION TYPE MODIFIER

1	SOUND BATT MINIMUM STC RATING - 42
2	RESILIENT CHANNEL AND SOUND BATT MINIMUM STC RATING - 50

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SOLUTION NO.:	AAA	AAA	
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CONTRACT NUMBER:	AAA	AAA	
FILE NUMBER:	XX-XXXX	XX-XXXX	
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PARTITION TYPES & DETAILS			
SHEET ID A-002			
SHEET OF			



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A1 FIRST FLOOR REFLECTED CEILING PLAN
SCALE: 3/16" = 1'-0"

GENERAL RCP SHEET NOTES:

1. ALL CEILING MOUNTED DEVICES SHALL BE CENTERED IN BOTH DIRECTIONS IN ACOUSTICAL CEILING PANELS U.N.O. CENTER SPRINKLER HEADS IN ACOUST. CEILING PANELS WHERE THEY OCCUR - COORDINATE THE LOCATION OF THE SPRINKLER HEADS WITH OTHER CEILING FIXTURES AND EQUIPMENT IN ALL CEILING. ENSURE THAT A SYMMETRICAL AND BALANCED ARRANGEMENT IS INSTALLED. CONTRACTING OFFICER IS TO REVIEW INSTANCE OF NON-EQUAL SPACING PRIOR TO INSTALLATION.
2. CEILING HEIGHTS INDICATED (I.E. 9'-0") ARE RELATIVE TO THE FINISH FLOOR ELEVATION OF THE ROOM FOR WHICH THEY ARE INDICATED.
3. CEILING GRIDS SHALL BE ORIENTED WITHIN SPACES AS SHOWN, U.N.O. FULL TILE (FT) WHERE INDICATED, SHALL ABUT DESIGNATED WALL. LIMIT PARTIAL PANELS TO NO LESS THAN 6".
4. DEVICES HAVE BEEN SHOWN FOR COORDINATION PURPOSES. ALL DEVICES MAY NOT BE SHOWN.
5. THE CONTRACTOR SHALL ENSURE THE INSTALLATION OF ALL DEVICES INDICATED ON THE ENGR. DWG. SEE MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ITEMS NOT SHOWN ON REFLECTED CEILING PLANS. CONTACT THE ARCHITECT IF ANY CONFLICTS OCCUR.
6. AT WALLS WITH SOUND ATTENUATION BLANKETS PROVIDE SOUND ATTENUATION BLANKETS ON CEILING TO 2'-0" ON BOTH SIDES OF WALL EXCEPT AT WALLS WITH SOUND ATTENUATION BLANKETS EXTENDING TO STRUCTURE.

REFLECTED CEILING PLAN LEGEND

- | | | | | | | |
|---|---|---|---|---|--|------------------------------|
| ○ | DOWNLIGHT- CENTER IN ACOUST. CEILING PANELS, TYP., U.N.O. | □ | 2' X 2' LAY-IN LIGHT FIXTURE | D | | EXTERIOR METAL CANOPY SYSTEM |
| ● | EMERGENCY DOWNLIGHT- CENTER IN ACOUST. CEILING PANELS, TYP., U.N.O. | ■ | 2' X 2' EMERGENCY LAY-IN LIGHT FIXTURE | | | |
| □ | 1' X 4' LIGHT FIXTURE | A | 2'-0" x 2'-0" ACOUSTICAL CEILING SYSTEM | | | |
| ■ | 1' X 4' EMERGENCY LIGHT FIXTURE | B | FLOATING GYPSUM CEILING SYSTEM. MOUNTED AT 9' - 0" A.F.F. | | | |
| □ | 2' X 4' LAY-IN LIGHT FIXTURE | C | OPEN TO STRUCTURE ABOVE | | | |
| ■ | 2' X 4' EMERGENCY LAY-IN LIGHT FIXTURE | | | | | |

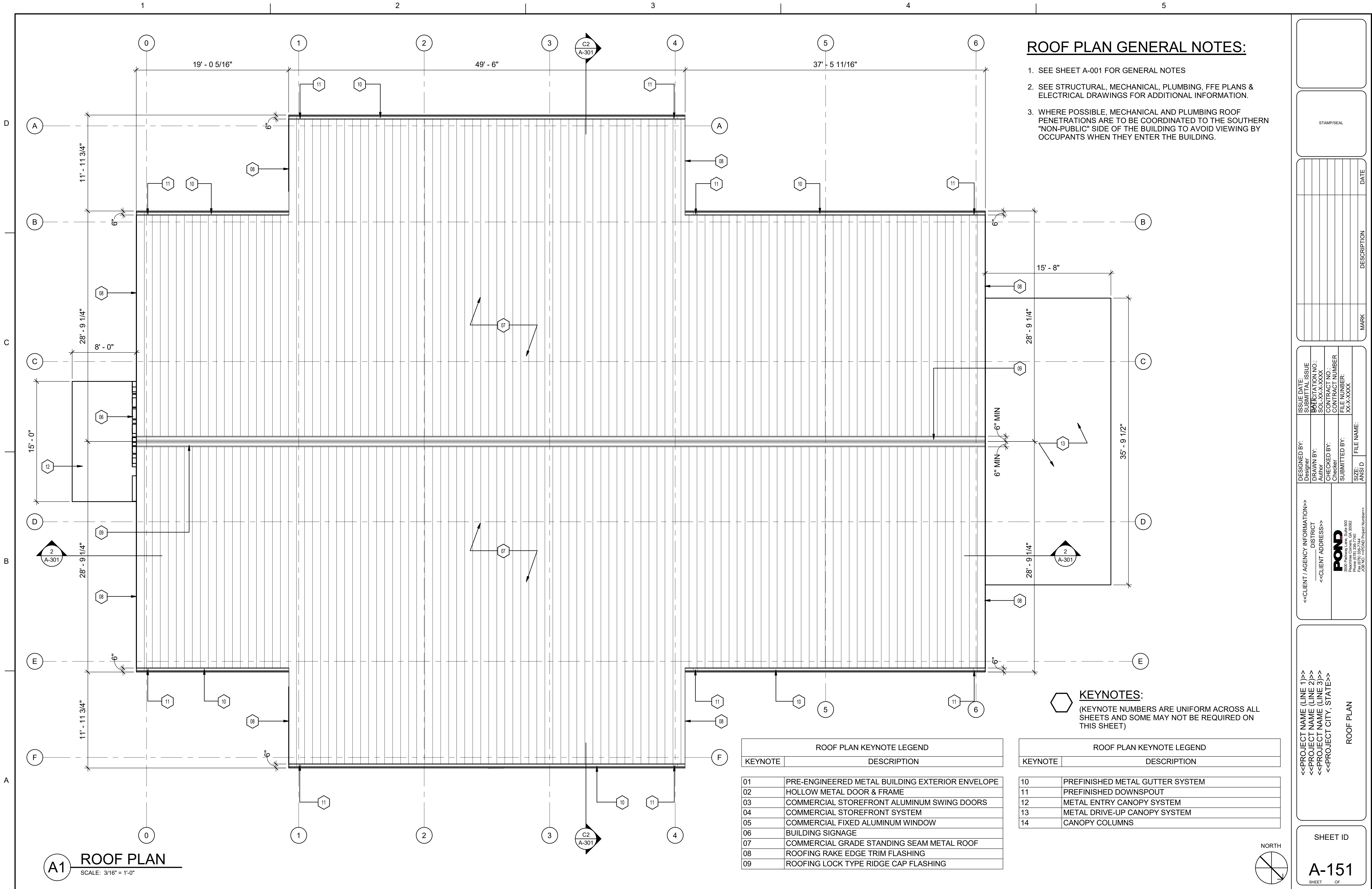
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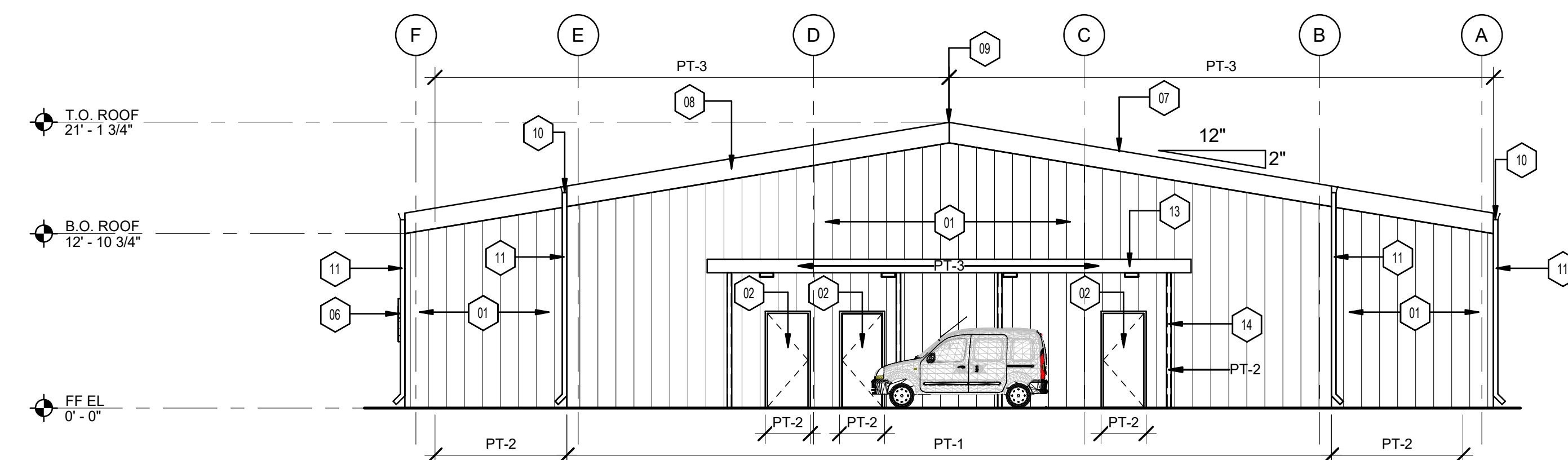
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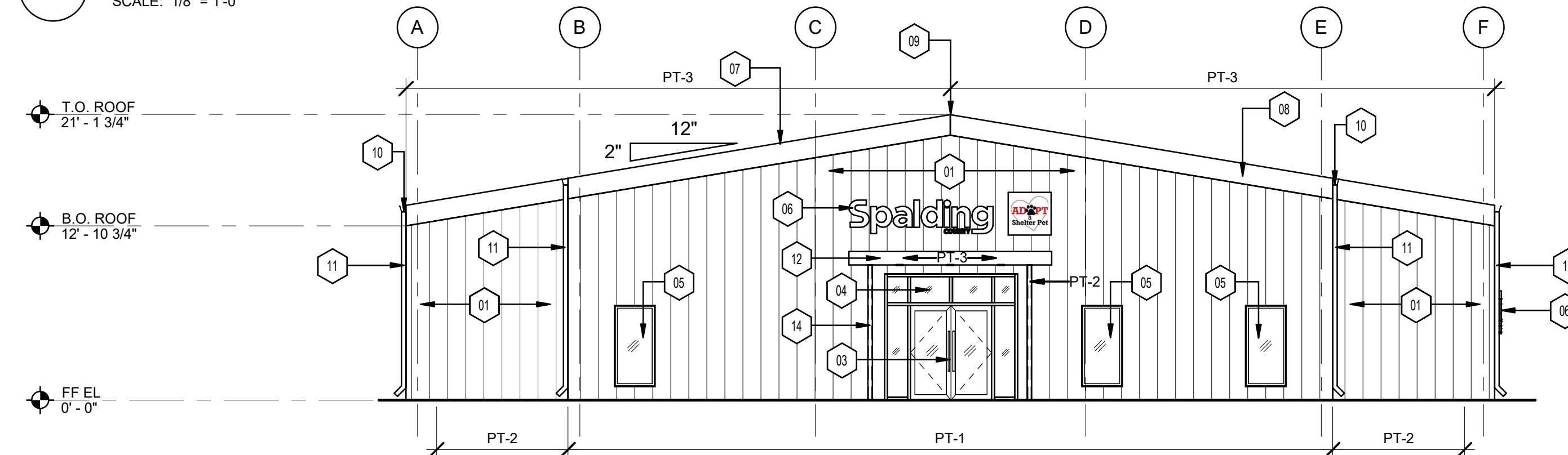
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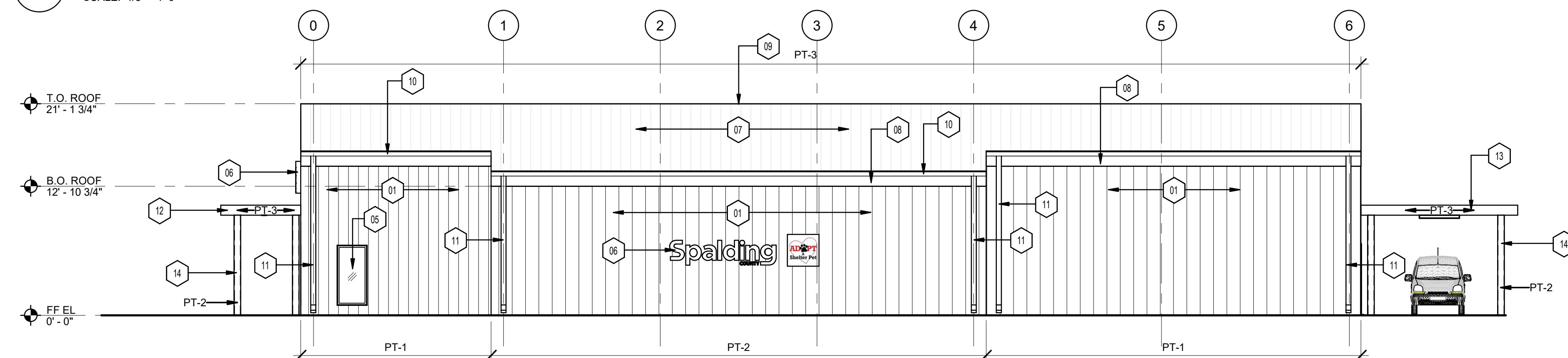




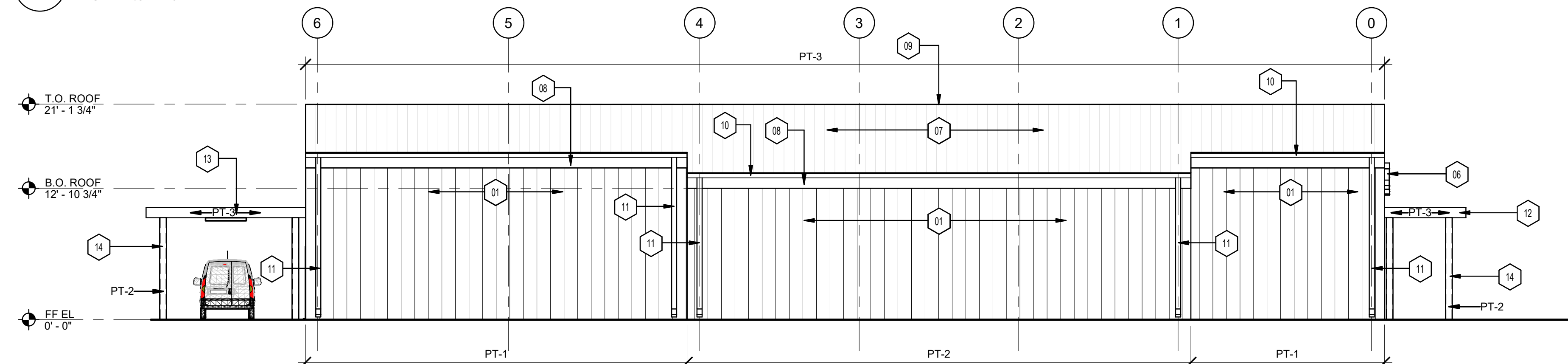
D1 WEST ELEVATION
SCALE: 1/8" = 1'-0"




C1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



B1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A1 **SOUTH ELEVATION**
SCALE: 1/8" = 1'-0"

 **KEYNOTES:**
(KEYNOTE NUMBERS ARE UNIFORM ACROSS ALL SHEETS AND SOME MAY NOT BE REQUIRED ON THIS SHEET)

MATERIALS & FINISHES

COLOR LEGEND

PT-1 CECO "TUNDRA" SIGNITURE 300
PT-2 CECO "SNOW WHITE" SIGNITURE 300
PT-3 CECO "PACIFIC BLUE" SIGNITURE 300

ELEVATIONS KEYNOTE LEGEND	
KEYNOTE	DESCRIPTION
01	PRE-ENGINEERED METAL BUILDING EXTERIOR ENVELOPE
02	HOLLOW METAL DOOR & FRAME
03	COMMERCIAL STOREFRONT ALUMINUM SWING DOORS
04	COMMERCIAL STOREFRONT SYSTEM
05	COMMERCIAL FIXED ALUMINUM WINDOW
06	BUILDING SIGNAGE
07	COMMERCIAL GRADE STANDING SEAM METAL ROOF
08	ROOFING RAKE EDGE TRIM FLASHING
09	ROOFING LOCK TYPE RIDGE CAP FLASHING
10	PREFINISHED METAL GUTTER SYSTEM
11	PREFINISHED DOWNSPOUT
12	METAL ENTRY CANOPY SYSTEM
13	METAL DRIVE-UP CANOPY SYSTEM
14	CANOPY COLUMNS

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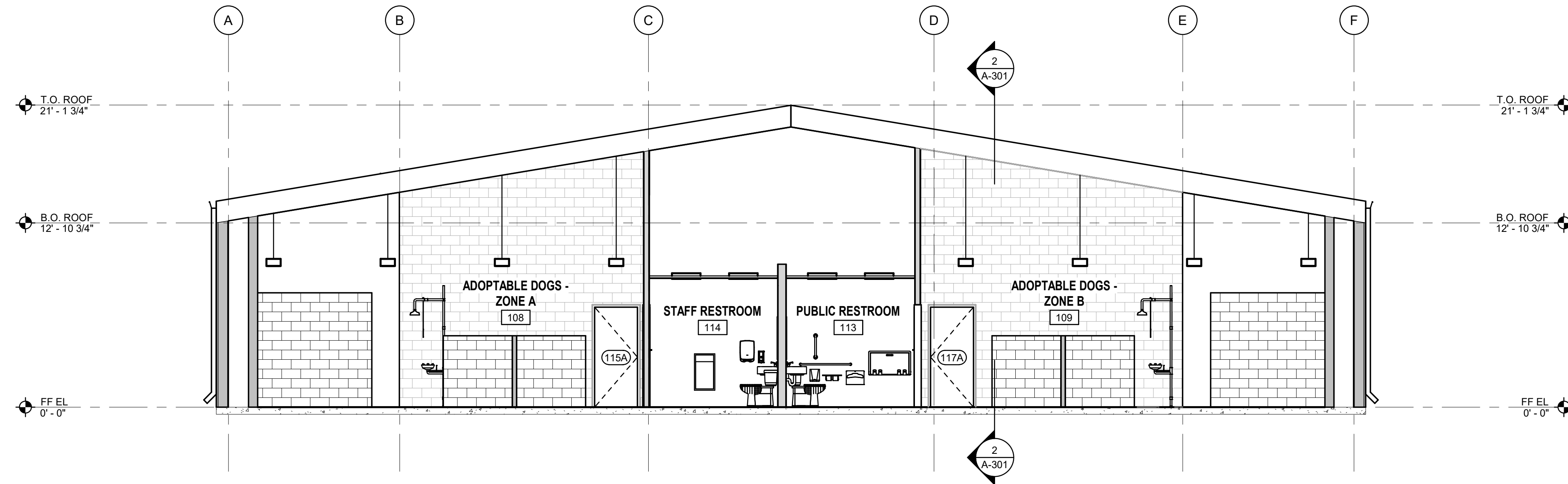
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EXTERIOR ELEVATIONS

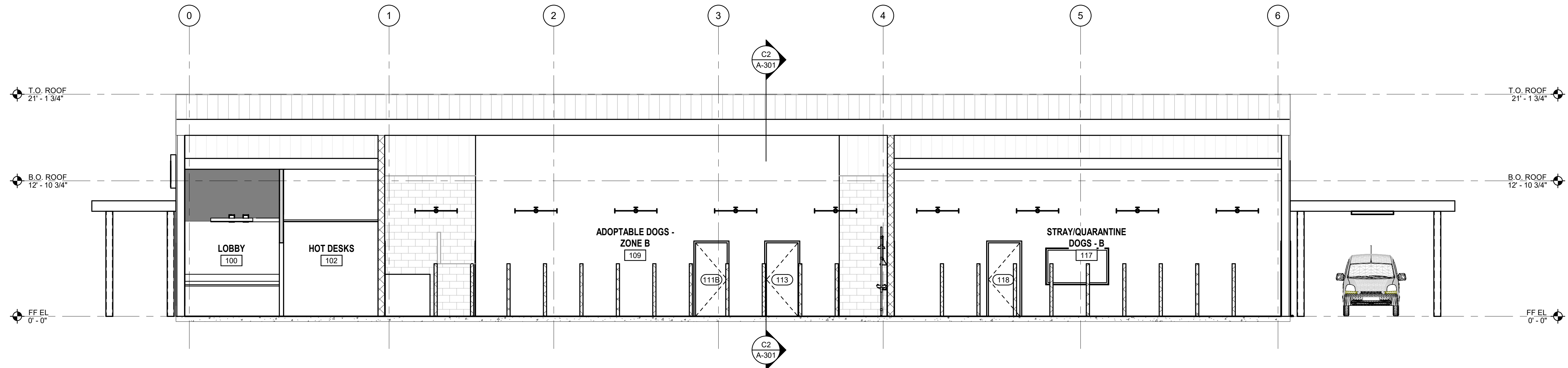
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A-201


SHEET OF



C2 BUILDING SECTION - A
SCALE: 3/16" = 1'-0"



2 BUILDING SECTION - B
SCALE: 3/16" = 1'-0"

 **KEYNOTES:**
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KEY #	KEYNOTE DESCRIPTION
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SIZE: ANSI D	FILE NAME:	

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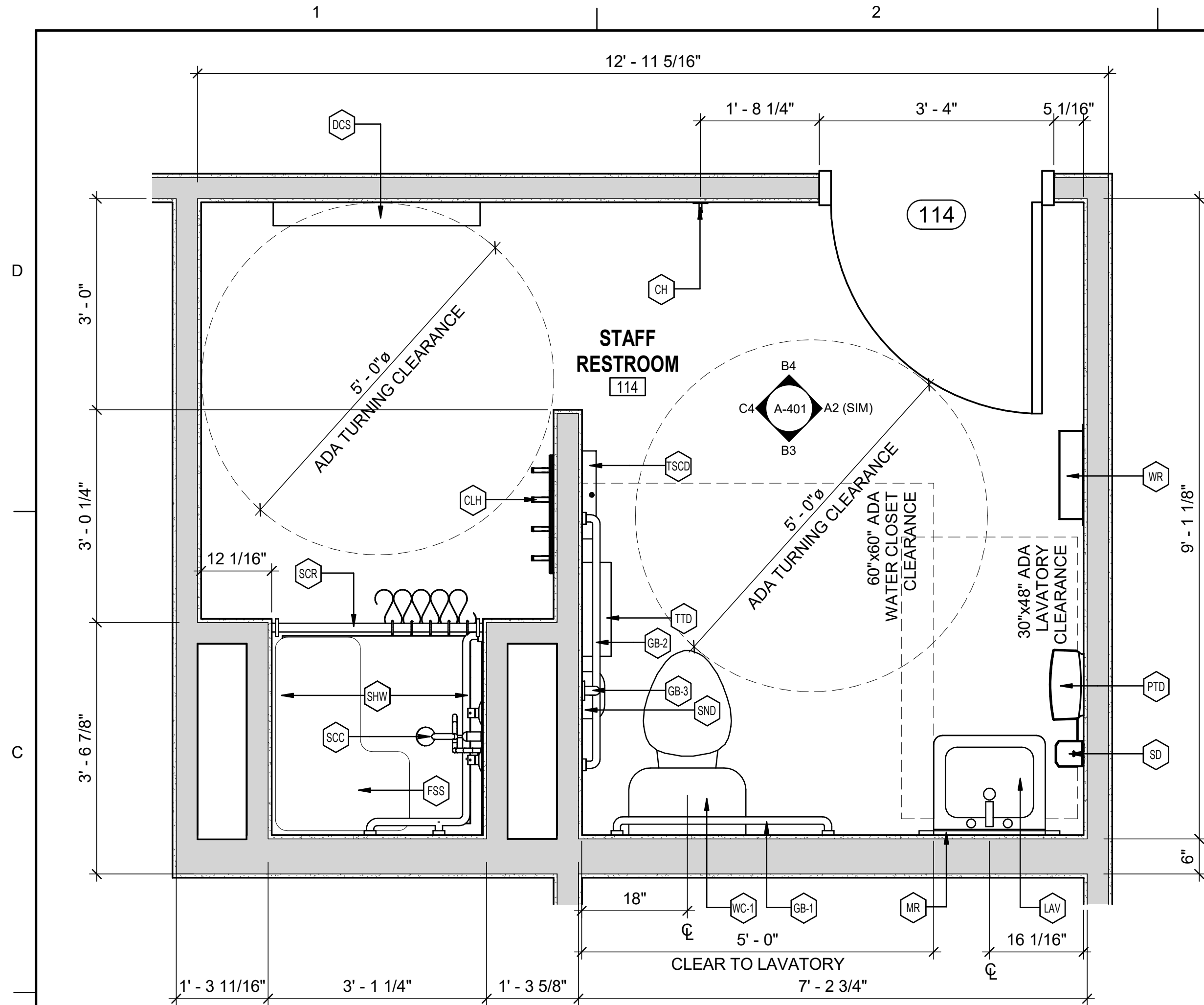
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<<PROJECT CITY, STATE>>

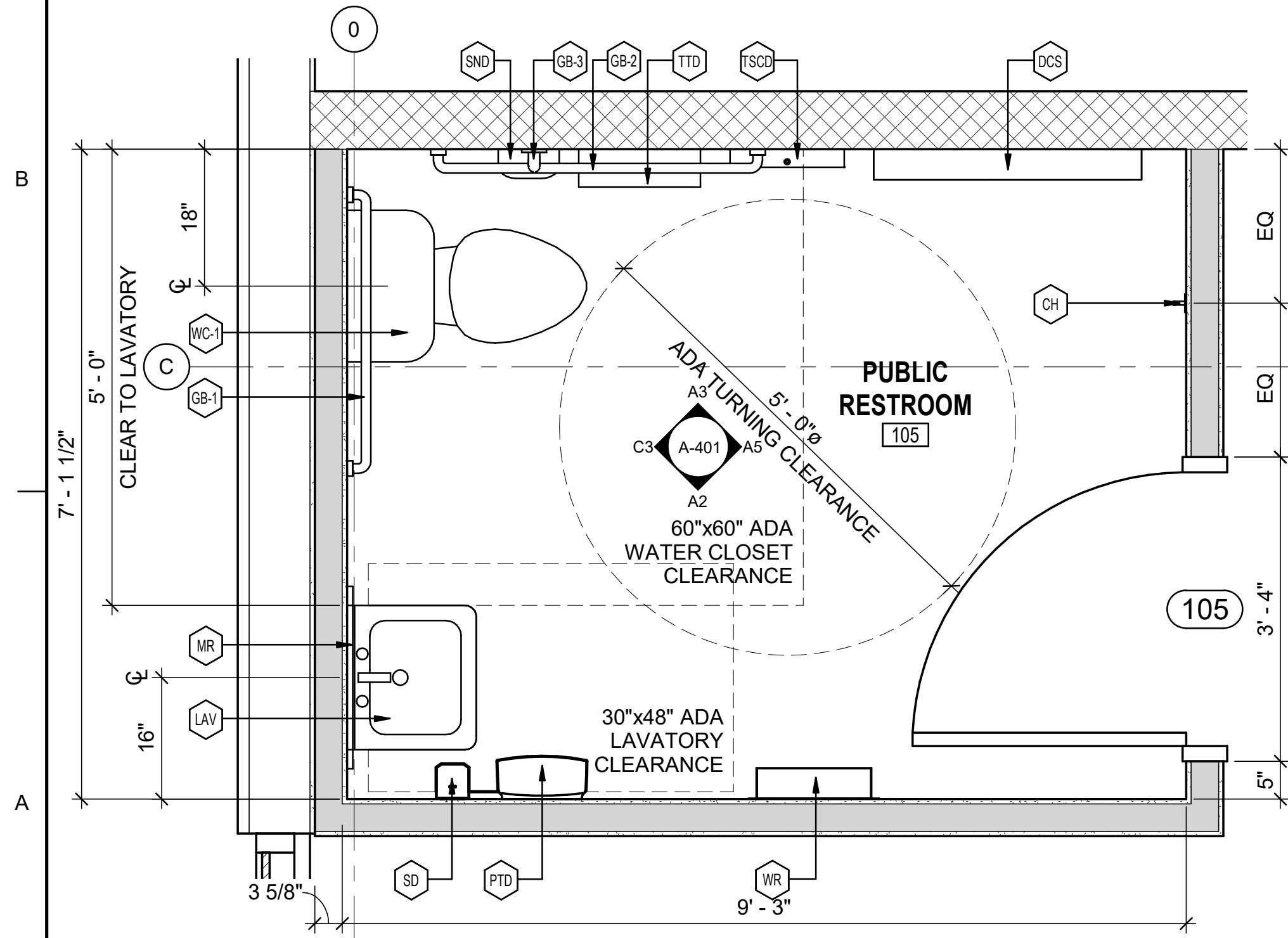
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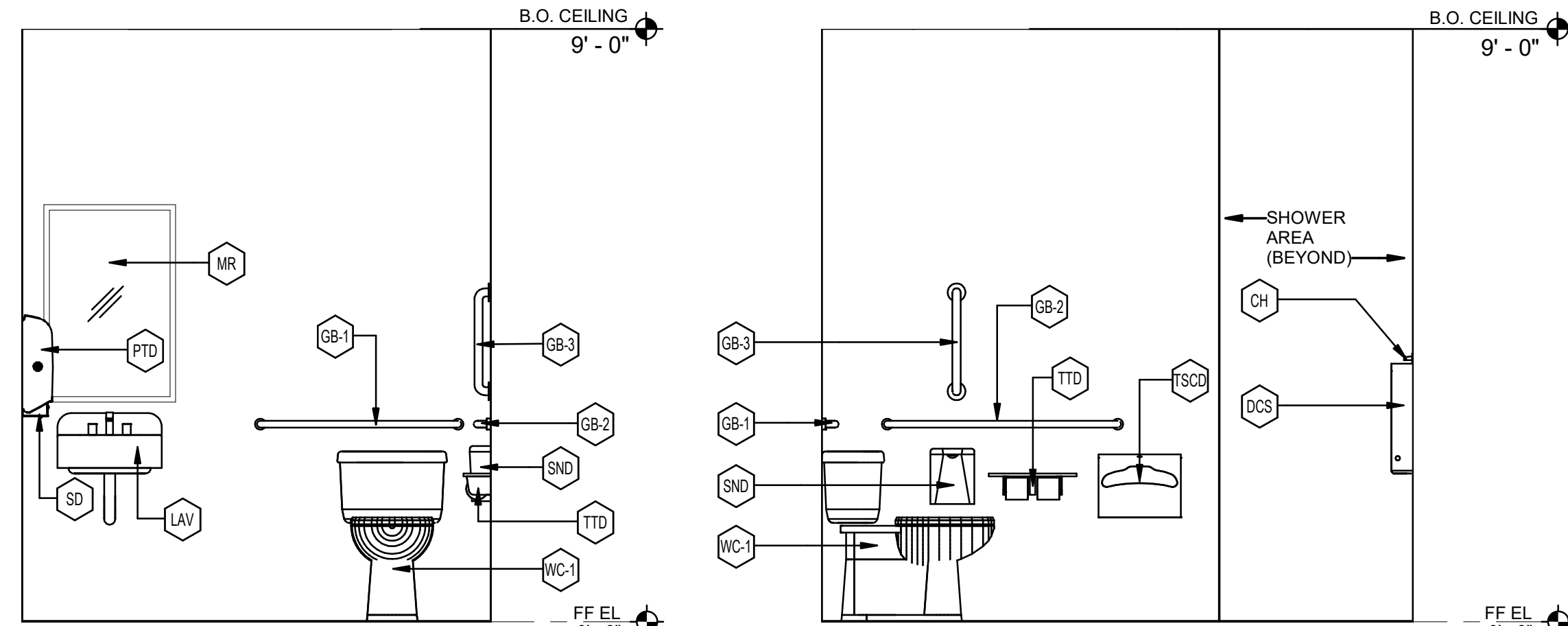
SHEET OF



B1 ENLARGED UNISEX RESTROOM PLAN (STAFF)
SCALE: 3/4" = 1'-0"

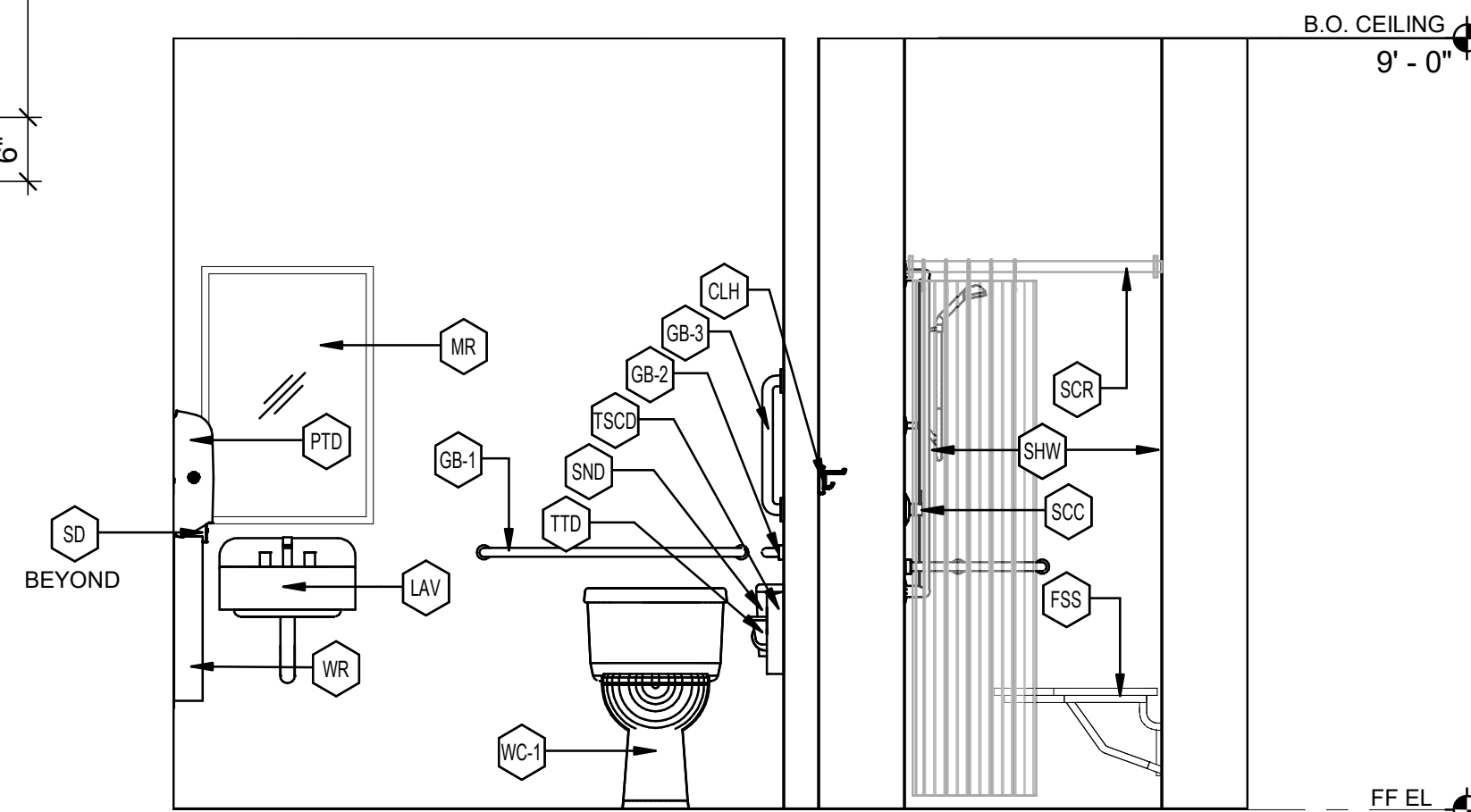


A1 ENLARGED UNISEX RESTROOM PLAN (PUBLIC)
SCALE: 3/4" = 1'-0"

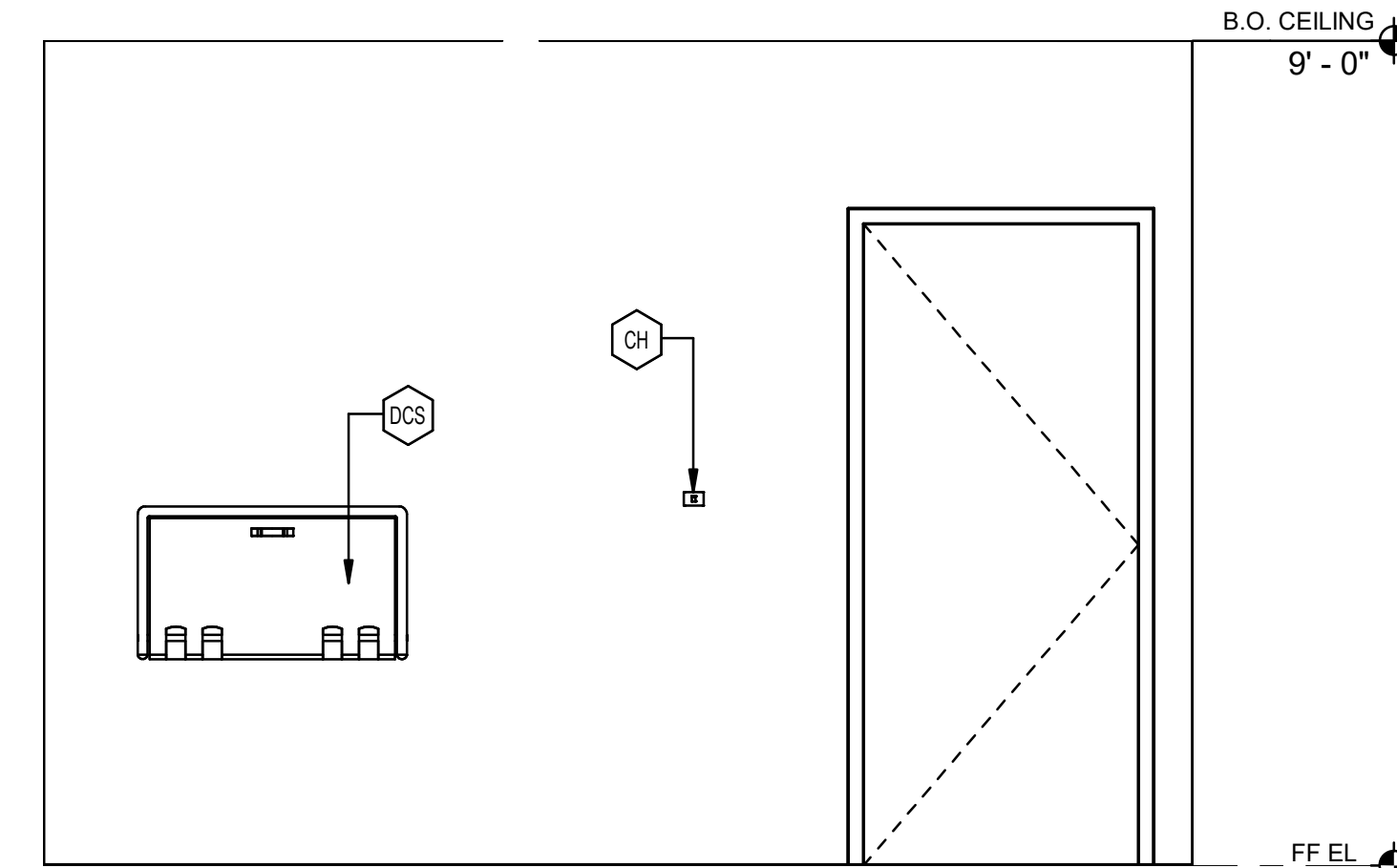


C3 PUBLIC UNISEX ELEVATION
SCALE: 1/2" = 1'-0"

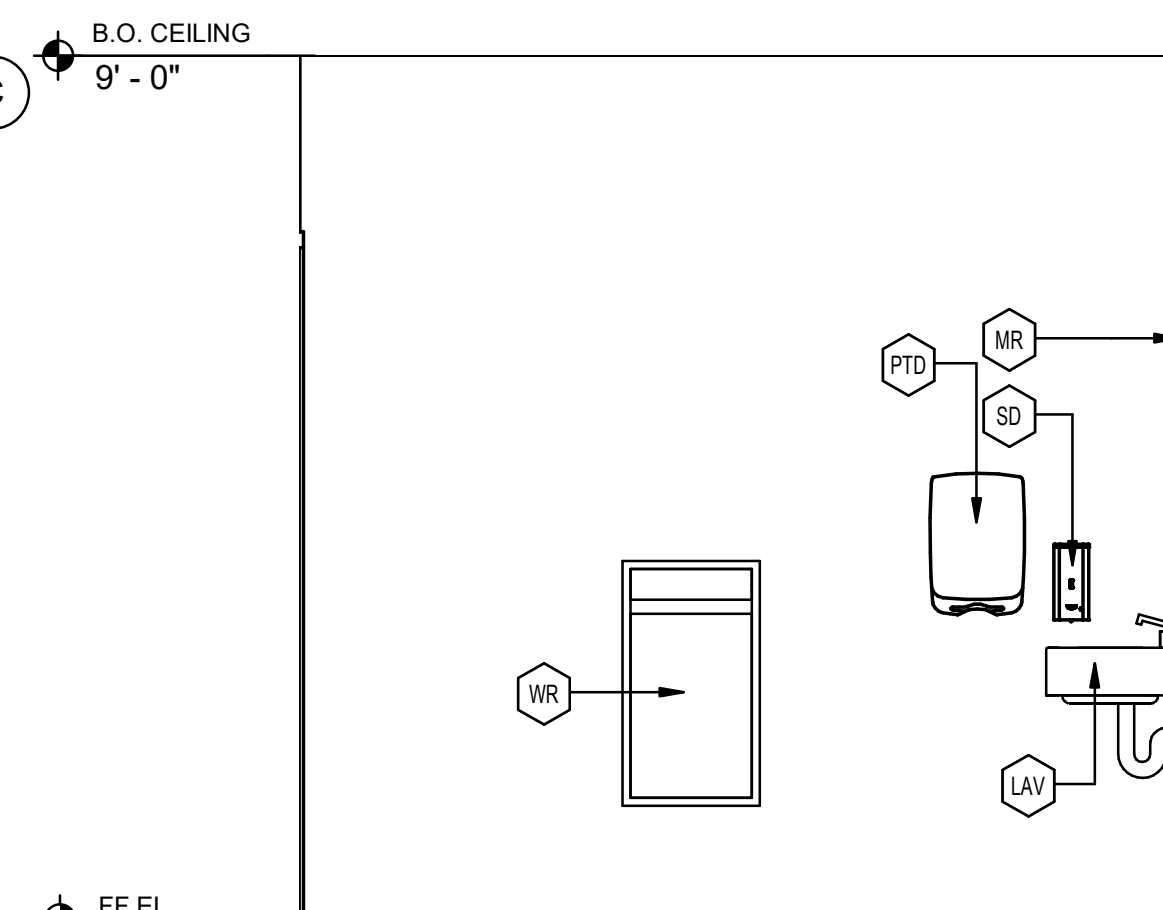
C4 STAFF UNISEX ELEVATION
SCALE: 1/2" = 1'-0"



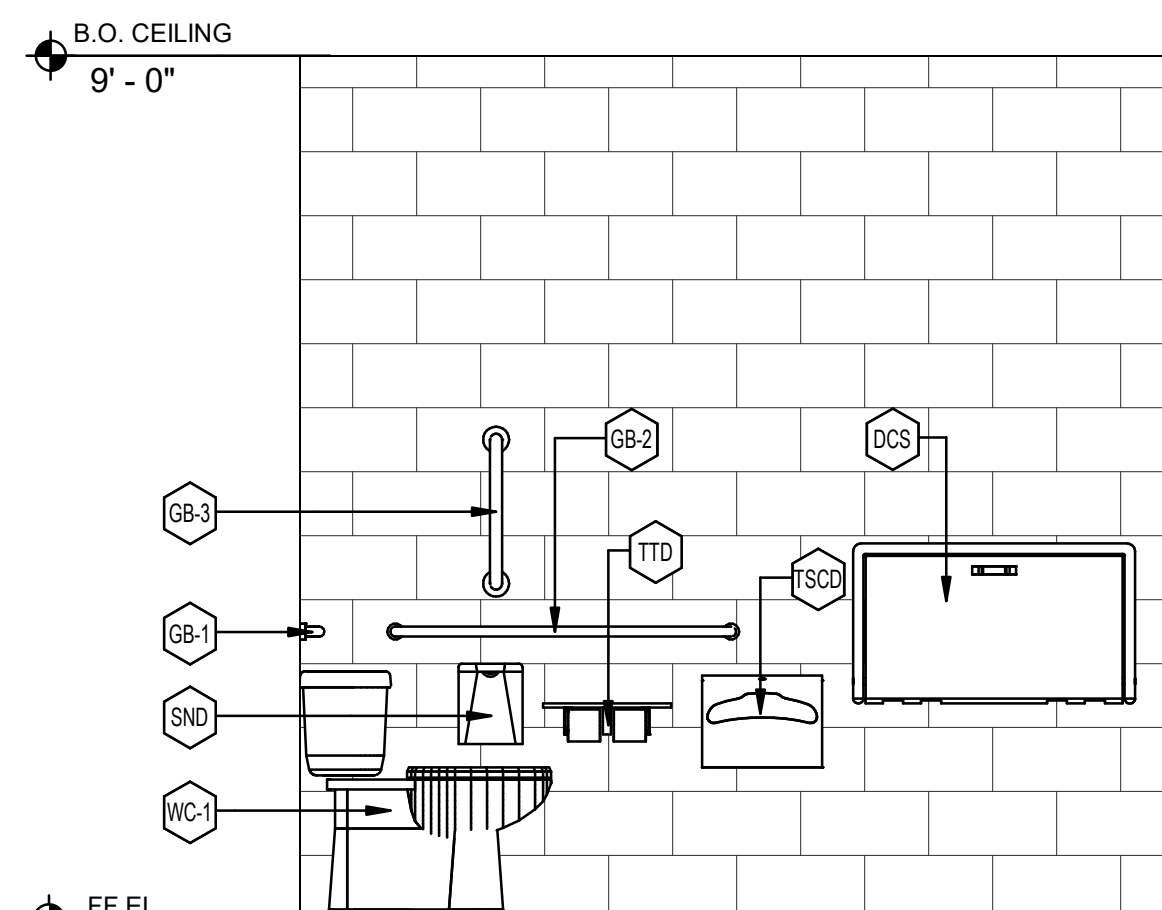
B3 STAFF UNISEX ELEVATION
SCALE: 1/2" = 1'-0"



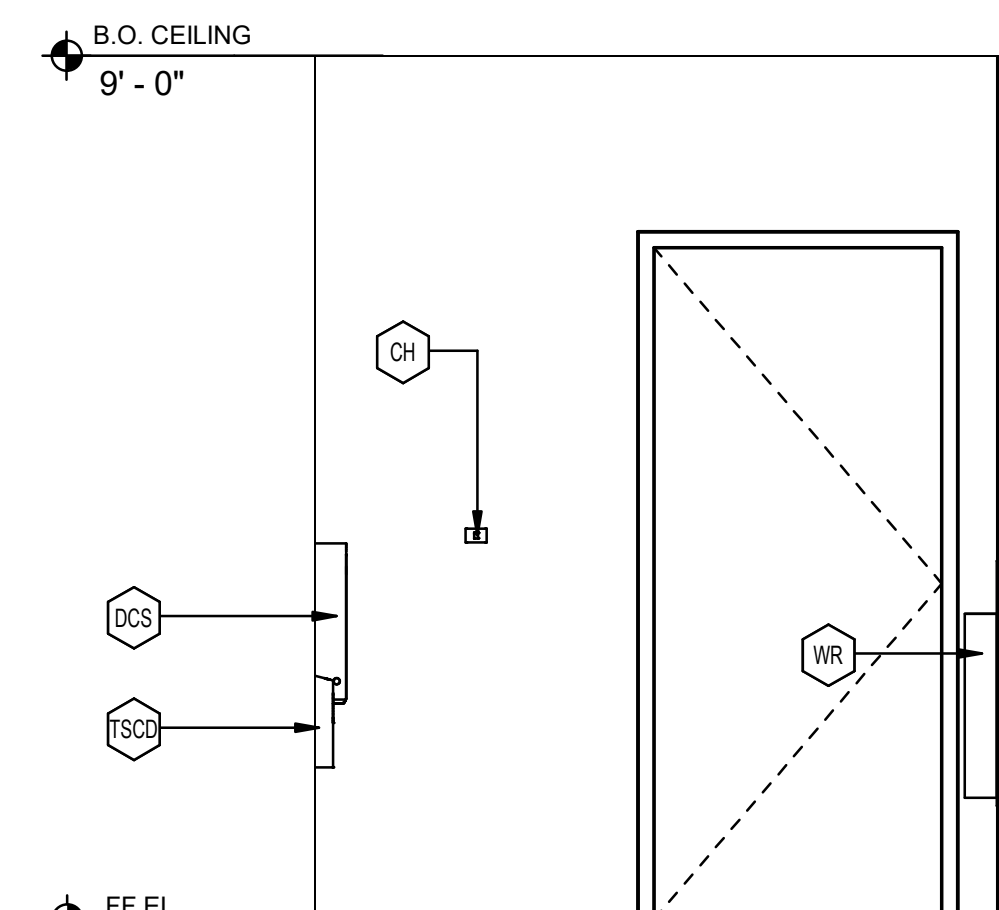
B4 STAFF UNISEX ELEVATION
SCALE: 1/2" = 1'-0"



A2 PUBLIC UNISEX ELEVATION
SCALE: 1/2" = 1'-0"



A3 PUBLIC UNISEX ELEVATION
SCALE: 1/2" = 1'-0"



A5 PUBLIC UNISEX ELEVATION
SCALE: 1/2" = 1'-0"

KEYNOTES:

(KEYNOTE VALUES ARE NOT UNIFORM ACROSS ALL SHEETS, BUT ARE RATHER SHEET SPECIFIC)

ACCESSORIES LEGEND	
KEYNOTE	DESCRIPTION
CH	COAT HOOK
CLH	CLOTHES HOOK
DCS	DIAPER CHANGING STATION (BACTERIAL RESISTANT)
FSS	FOLDING SHOWER SEAT
GB-1	36" GRAB BAR
GB-2	42" GRAB BAR
GB-3	18" GRAB BAR
LAV	LAVATORY
MR	ALUMINUM FRAMED MIRROR
PTD	PAPER TOWEL DISPENSER
SCC	SHOWER COMPARTMENT CONTROLS
SCR	SHOWER CURTAIN ROD
SD	SOAP DISPENSER
SHW	SHOWER UNIT WITH ADA ACCESSORIES
SND	SANITARY NAPKIN DISPOSAL
TSCD	TOILET SEAT COVER DISPENSER
TTD	TOILET TISSUE DISPENSER
WC-1	TOILET (HANDICAP ACCESSIBLE)
WR	WASTE RECEPTACLE (WALL MOUNTED)

SEE SHEET A-571 FOR MOUNTING HEIGHTS PER CODE AND DETAILS OF ACCESSORIES LISTED ABOVE

STAMP/SEAL

DATE

DESCRIPTION

MARK

ISSUE DATE: 04/03/2020

SUBMITAL ISSUE: 04/03/2020

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

SUBMITTED BY: [Signature]

FILE NAME: [Signature]

SIZE: [Signature]

ANSI D

<<CLIENT/AGENCY INFORMATION>>

DISTRICT

<<CLIENT ADDRESS>>

POND

5500 Parkway Lane, Suite 500
Pond, OR 97134
Phone (503) 595-7740
Fax (503) 595-7741
Job No. 1200399 Project Number

<<PROJECT NAME (LINE 1)>>

<<PROJECT NAME (LINE 2)>>

<<PROJECT NAME (LINE 3)>>

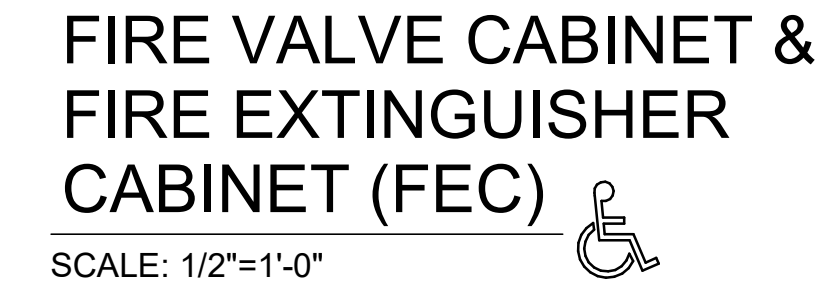
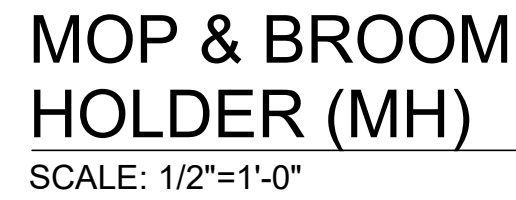
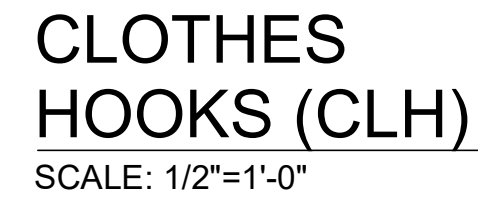
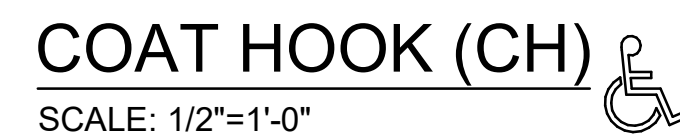
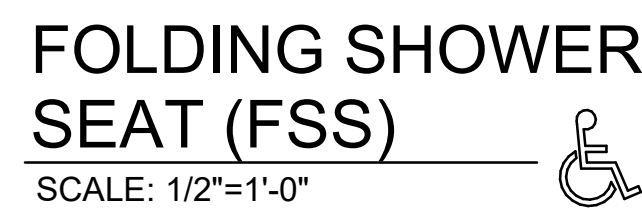
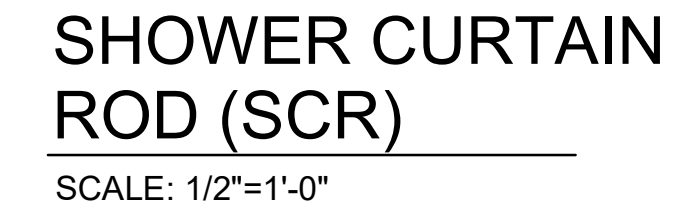
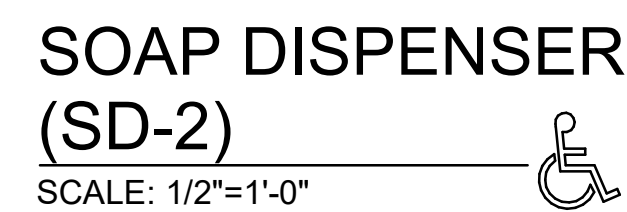
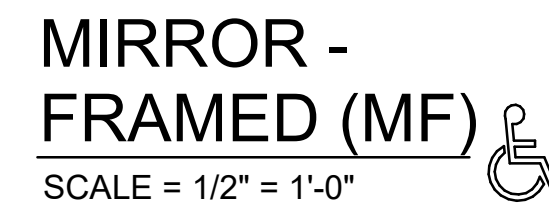
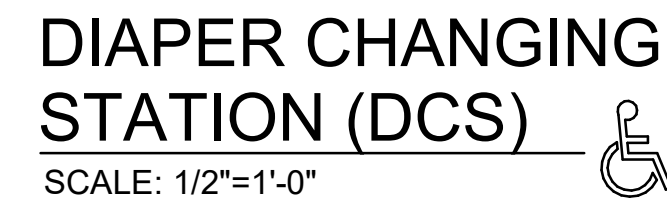
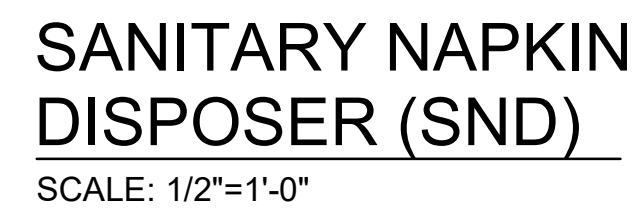
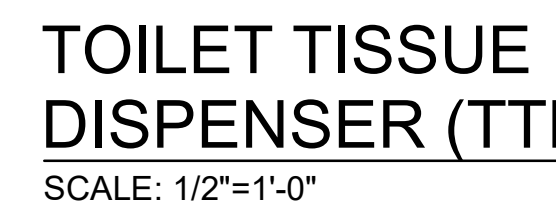
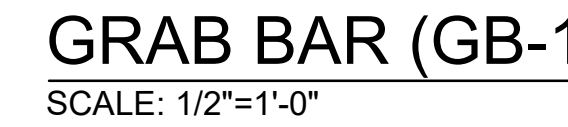
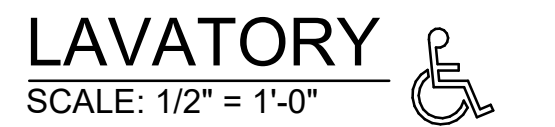
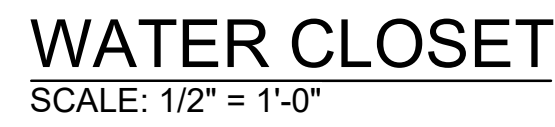
<<PROJECT CITY, STATE>>

ENLARGED FLOOR PLANS

SHEET ID

A-401

SHEET OF



1. THIS SHEET INDICATES TYPICAL AND ACCESSIBLE MOUNTING HEIGHTS AND ADDITIONAL CRITERIA.
2. THE ACCESSIBLE CRITERIA INDICATED ON THIS SHEET ARE IN COMPLIANCE WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN (2010) AND THE ABA ACCESSIBILITY STANDARD FOR DEPARTMENT OF DEFENSE FACILITIES (2008).
3. DETAILS ON THIS SHEET INDICATING ACCESSIBLE REQUIREMENTS ARE MARKED WITH THE "INTERNATIONAL SYMBOL OF ACCESSIBILITY".
4. VERIFY MANUFACTURER'S RECOMMENDED ACCESSIBLE MOUNTING LOCATIONS WITH THOSE LISTED ON THIS SHEET.



<<CLIENT / AGENCY INFORMATION>>
DISTRICT _____
<<CLIENT ADDRESS>>

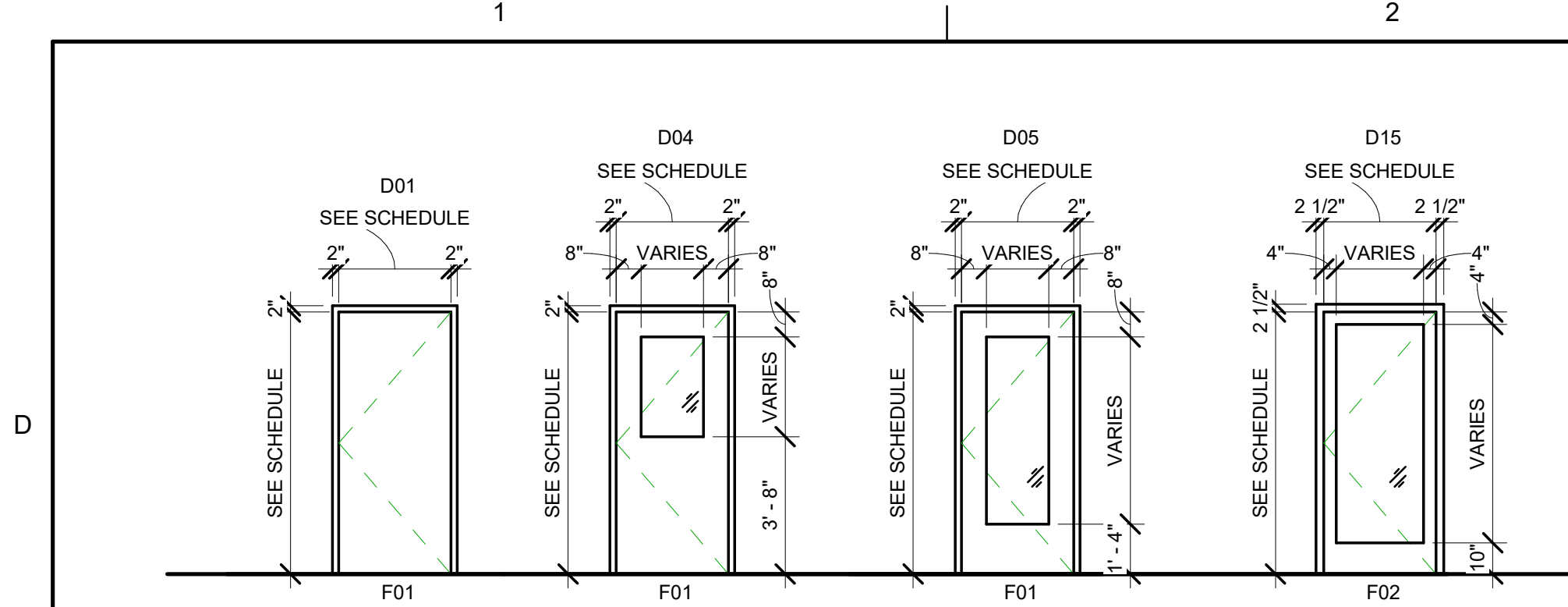
POND
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
Phone (770) 336-7440
Fax (770) 336-7444
JOB NO. <<POND Project Number>>

<<PROJECT NAME (LINE 1)>>
<<PROJECT NAME (LINE 2)>>
<<PROJECT NAME (LINE 3)>>
<<PROJECT CITY, STATE>>

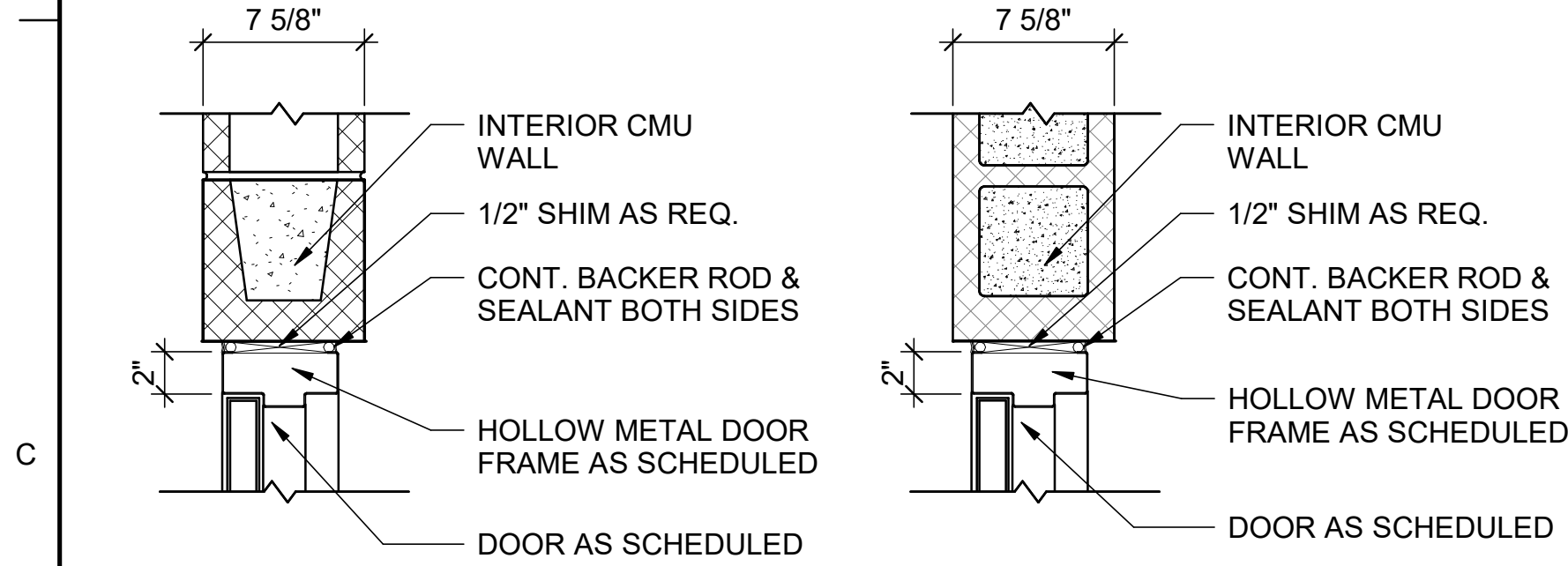
SHEET ID

A-571

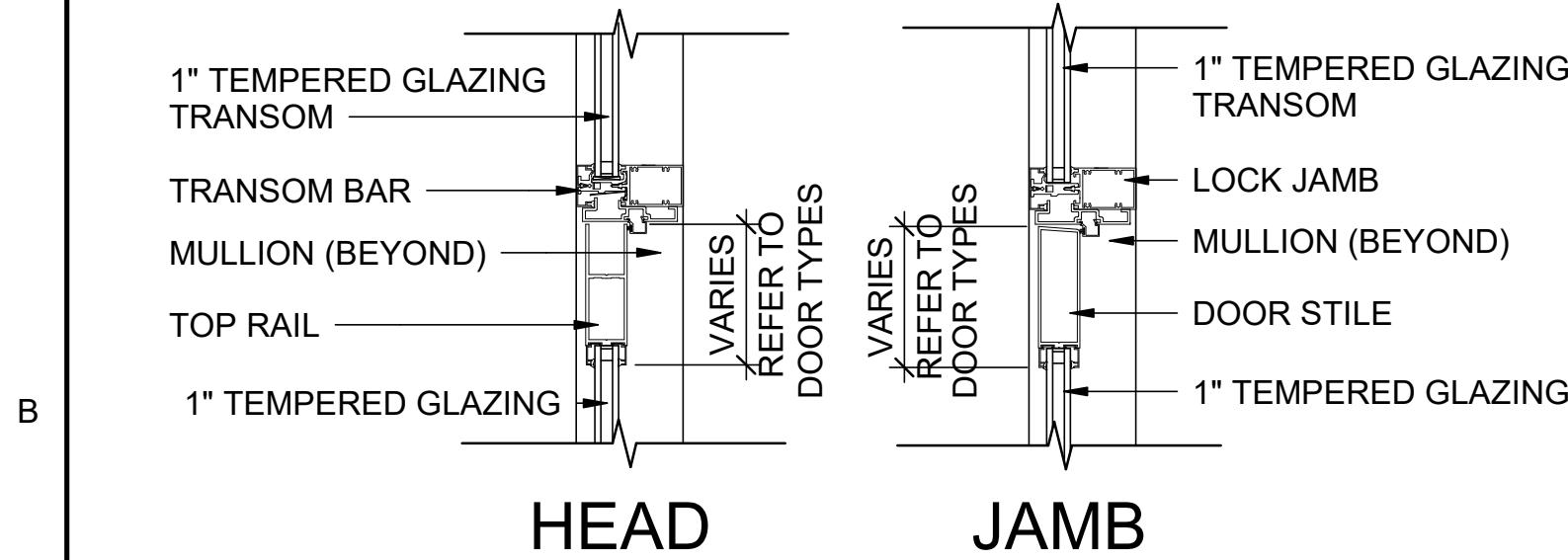
SHEET OF



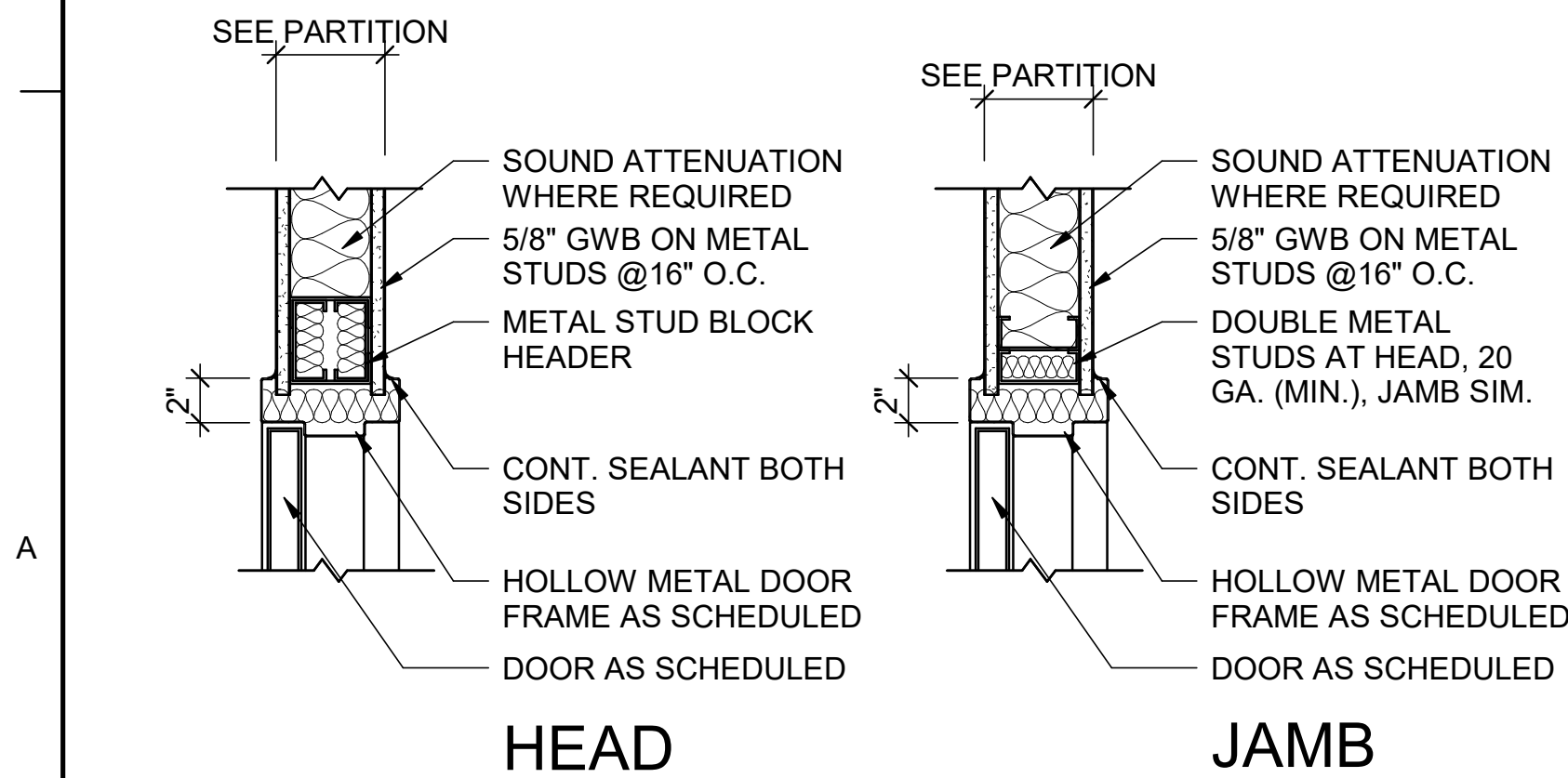
D1 DOOR & FRAME TYPES
SCALE: 1/4" = 1'-0"



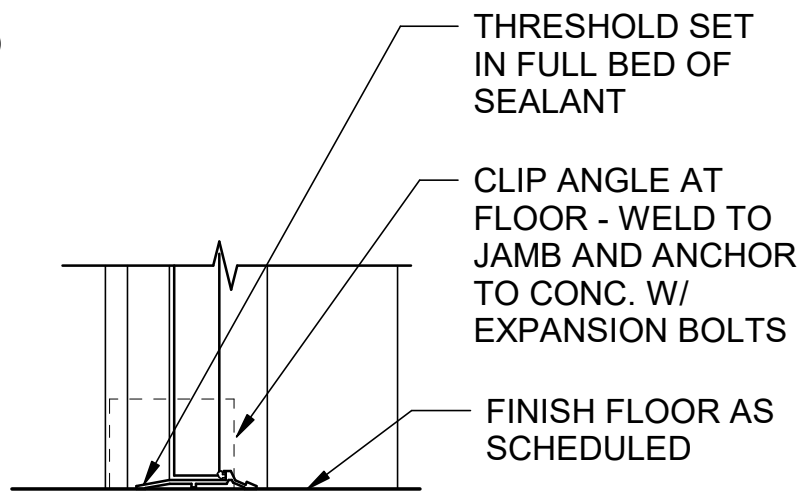
C1 HEAD & JAMB DETAIL AT CMU WALL
SCALE: 1 1/2" = 1'-0"



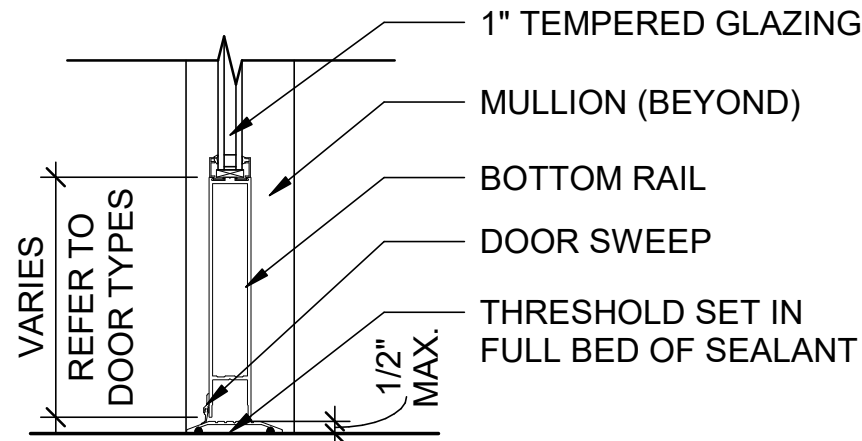
B1 HEAD & JAMB AT ENTRY
SCALE: 1 1/2" = 1'-0"



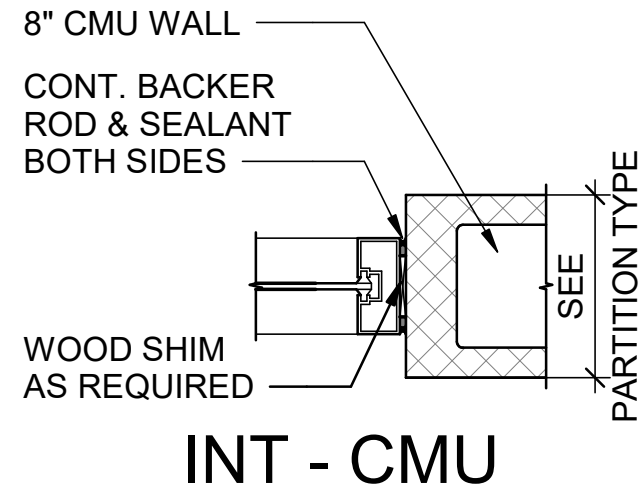
A1 HEAD & JAMB DETAIL AT STUD WALL
SCALE: 1 1/2" = 1'-0"



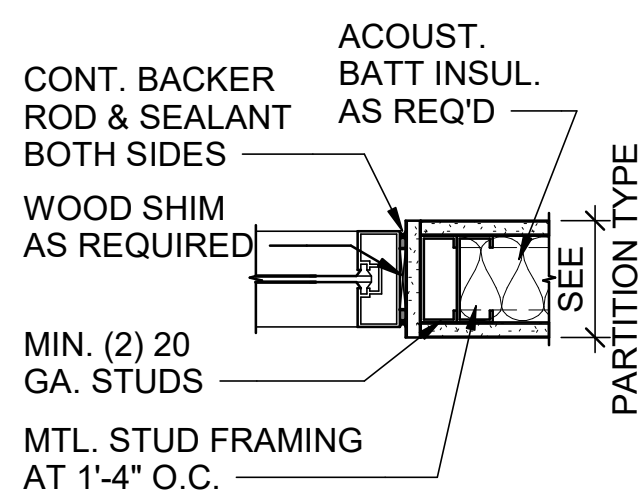
C2 SILL DETAIL
SCALE: 1 1/2" = 1'-0"



B2 SILL AT ENTRY
SCALE: 1 1/2" = 1'-0"

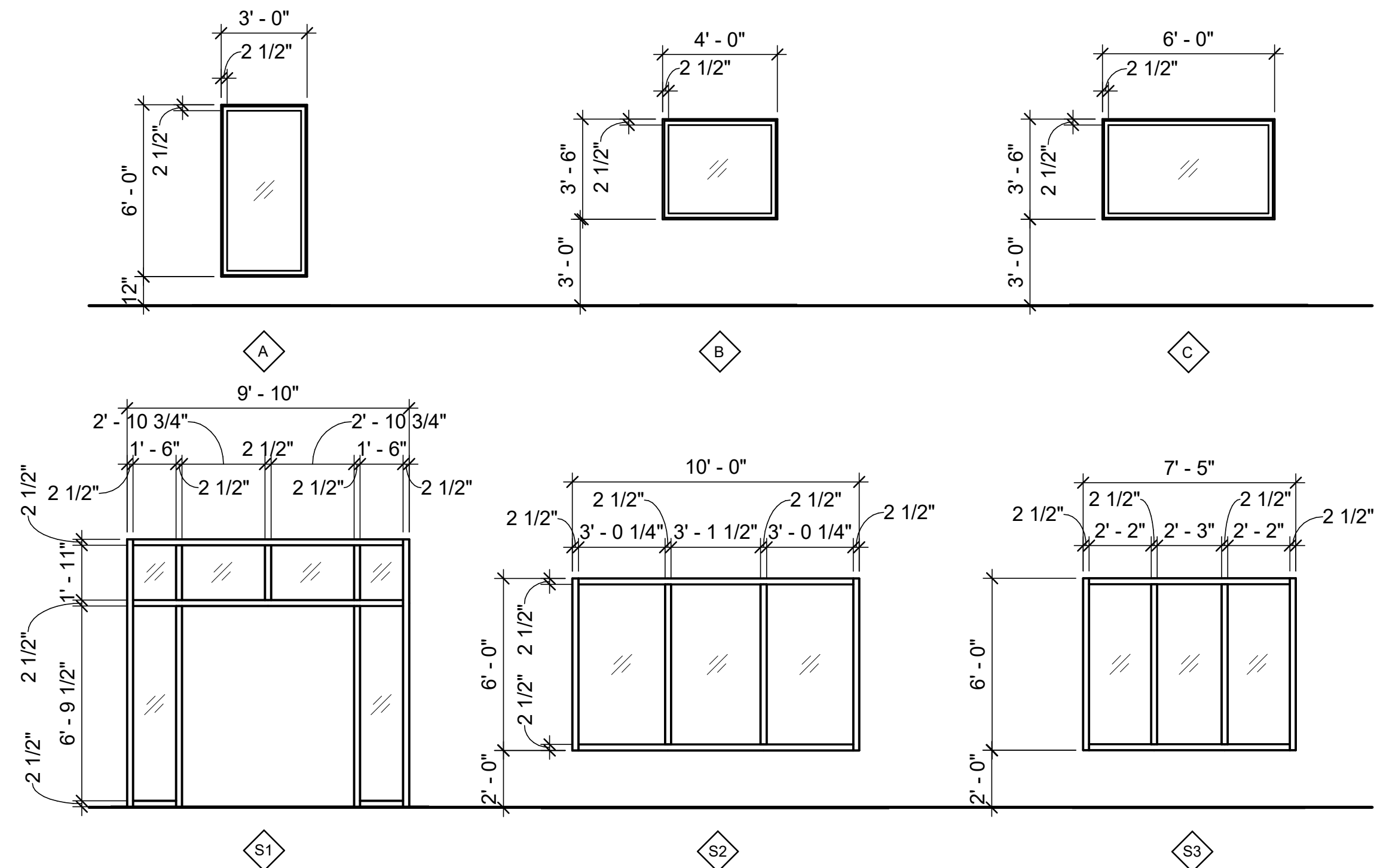


INT - CMU



INT - STUD

A3 WINDOW - JAMB
SCALE: 1 1/2" = 1'-0"



A4 WINDOWS & STOREFRONTS
SCALE: 1/4" = 1'-0"

DOOR SCHEDULE												
MARK	TYPE	DOOR				FRAME			HEAD	JAMB	SILL	COMMENTS
		WIDTH	HEIGHT	MATERIAL	FINISH	TYPE	MATERIAL	FINISH				
100A	D15(PR)	6' - 0"	7' - 0"	ALUM	ANOD	F02	ALUM	ANOD	B1/A-601	B1/A-601	B2/A-601	
100B	D05	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	C1/A-601	C1/A-601	C2/A-601	
100C	D05	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	C1/A-601	C1/A-601	C2/A-601	
103	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
104	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
105	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
107	D04	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	C1/A-601	C1/A-601	C2/A-601	
110A	D04	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
110B	D04	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
111A	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
111B	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
113	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
114	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	C1/A-601	C2/A-601	
115A	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	C1/A-601	C1/A-601	C2/A-601	
115B	D01	3' - 0"	7' - 0"	HM	STN	F01	HM	PNT	TBD	TBD	C2/A-601	
115C	D01(PR)	4' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
116A	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
116B	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
117A	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	C1/A-601	C1/A-601	C2/A-601	
117B	D01	3' - 0"	7' - 0"	HM	STN	F01	HM	PNT	TBD	TBD	C2/A-601	
118	D01	3' - 0"	7' - 0"	WD	STN	F01	HM	PNT	A1/A-601	A1/A-601	C2/A-601	
119	D01	3' - 0"	7' - 0"	HM	STN	F01	HM	PNT	TBD	TBD	C2/A-601	

STAMP/SEAL

DATE

DESCRIPTION

MARK

ISSUE DATE: 04/03/2020

SUBMITAL ISSUE: 04/03/2020

DESIGNED BY: POND

DRAWN BY: POND

CHECKED BY: POND

SUBMITTED BY: POND

FILE NUMBER: XX-X-XXXX

SIZE: ANS/D

FILE NAME: POND

<<CLIENT / AGENCY INFORMATION>>

<<PROJECT NAME (LINE 1)>>

<<PROJECT NAME (LINE 2)>>

<<PROJECT NAME (LINE 3)>>

<<PROJECT CITY, STATE>>

DOOR & WINDOW DETAILS / SCHEDULES

SHEET ID

A-601

SHEET OF

D

C

B

A

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	ON CENTER MTG. HT. (AFF)	NOTES
			①
	CONCEALED CONDUIT IN CEILING OR WALL		
	CONCEALED CONDUIT ENCASED IN CONCRETE OR MOUNTED UNDERNEATH FLOOR SLAB		
	EXPOSED CONDUIT		
	CIRCUIT HOMERUN TO PANEL; EACH ARROWHEAD = 1 CIRCUIT		
	NO. OF CONDUCTORS IN CONDUIT; EACH TICKMARK = 1 WIRE		
	FLEXIBLE CONDUIT OR S.O. CORD		
	CONDUIT CONTINUATION		
	CONDUIT TERMINATION POINT		
	CONDUIT STUBBED UP OR TURNED DOWN		
	3/4" PLYWOOD BACKBOARD OVER WALLS AS INDICATED ON PLANS WITH GROUND BAR.		
	WALL-MOUNTED SINGLE RECEPTACLE EQUIPMENT OUTLET (DEDICATED) - NEMA 5-20R		②
	WALL-MOUNTED DUPLEX RECEPTACLE OUTLET - NEMA 5-15R U.N.O.	18"	②
	WALL-MOUNTED DUPLEX RECEPTACLE OUTLET WITH GROUND FAULT CIRCUIT INTERRUPTER - NEMA 5-20R	18"	②
	WALL-MOUNTED DOUBLE-DUPLEX ("QUAD") RECEPTACLE OUTLET - NEMA 5-15R U.N.O.	18"	②
	CEILING MOUNTED DUPLEX RECEPTACLE OUTLET - NEMA 5-15R U.N.O.		②
	"D" INDICATES DEDICATED RECEPTACLE OUTLET - NEMA 5-20R (DUPLEX OR QUAD, AND MOUNTING TYPE AS INDICATED ON PLANS)		②
	SPECIAL (NOT 120V AND 20A OR 15A) RECEPTACLE - NEMA RECEPTACLE TYPE AS INDICATED ON PLANS)	18"	
	JUNCTION BOX - CEILING / WALL-MOUNTED - SIZE AS REQUIRED	18"	
	WALL-MOUNTED TELEPHONE OUTLET. PROVIDE JUNCTION BOX WITH 3/4"C. STUB-UP TO 6" ABOVE ACCESSIBLE CEILING FOR CABLING.	48"	②
	WALL-MOUNTED DATA OUTLET. PROVIDE JUNCTION BOX WITH 3/4"C. STUB-UP TO 6" ABOVE ACCESSIBLE CEILING FOR CABLING.	18"	②
	WALL-MOUNTED COMBINATION TELEPHONE AND DATA OUTLET. PROVIDE JUNCTION BOX WITH 3/4"C. STUB-UP TO 6" ABOVE ACCESSIBLE CEILING FOR CABLING.	18"	②
	"PLUS" INDICATES DEVICE (POWER OR TELE/DATA) MOUNTED ABOVE COUNTER. VERIFY MOUNTING HEIGHT WITH ARCHITECT.		
	CARD READER FOR ACCESS CONTROL. PROVIDE JUNCTION BOX WITH 3/4"C. ROUTED TO ACCESSIBLE LOCATION ABOVE CEILING ON SECURE SIDE OF DOOR. COORDINATE INSTALLATION AND TERMINATION POINT IN SECURE SPACE WITH SECURITY VENDOR/CONTRACTOR.	48"	
	WALL-MOUNTED S.P.S.T. TOGGLE SWITCH	48"	② ③
	WALL-MOUNTED 3-WAY TOGGLE SWITCH	48"	② ③
	WALL-MOUNTED DIMMER SWITCH (WATTAGE AS REQUIRED BY LIGHTING LOAD)	48"	② ③
	MOTOR RATED TOGGLE SWITCH	AS REQ'D.	
	WALL-MOUNTED OCCUPANCY SENSOR SWITCH - WATTSTOPPER DW-100 DUAL TECHNOLOGY	48"	② ③
	277/480 VOLT PANELBOARD		
	120/208 VOLT PANELBOARD		
	DISCONNECT SWITCH (FRAME/POLES/FUSE-IF REQUIRED)		
	MOTOR STARTER		
	COMBINATION DISCONNECT SWITCH/MOTOR STARTER		
	MOTOR - NUMBER INDICATES HORSEPOWER (F=FRACTIONAL)		
AFF/AFG	ABOVE FINISHED FLOOR/ABOVE FINISHED GRADE		
A/C	ABOVE CEILING		
WP	WEATHER PROOF		
NL	INDICATES "NIGHT LIGHT". LIGHTING FIXTURE TO REMAIN UNSWITCH FOR CONTINUOUS 24 HOUR OPERATION		
U.N.O.	UNLESS NOTED OTHERWISE		
F.B.O.	FURNISHED BY OTHERS		
C.	CONDUIT		
G.	GROUND		

NOTES :

- ① UNLESS NOTED OTHERWISE ON PLANS
- ② COORDINATE FINISH OF DEVICES AND COVERPLATES WITH ARCHITECT
- ③ GANG ADJACENT SWITCHES UNDER ONE COVERPLATE

ELECTRICAL GENERAL NOTES

1. ALL WORK THIS DIVISION SHALL COMPLY WITH ALL LOCAL BUILDING CODES, LAWS, REGULATIONS, ORDINANCES, AND THE REQUIREMENTS OF THE 2017 NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL AMENDMENTS.
2. THE CONTRACTOR SHALL KEEP A RECORD OF THE CHANGES WHICH ARE IN CONFLICT WITH THESE DRAWINGS AND SPECIFICATIONS. AT THE COMPLETION OF HIS WORK HE SHALL SUBMIT "AS BUILT" PRINTS TO THE OWNER.
3. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND DO NOT NECESSARILY SHOW EVERY FITTING AND DETAIL. ALL WORK SHALL BE INSTALLED SO THAT JUNCTION BOXES AND COMPONENTS WILL BE ACCESSIBLE FOR SERVICE.
4. ALL SYSTEMS, EQUIPMENT, COMPONENTS, WORK, ETC. PROVIDED UNDER THIS DIVISION SHALL BE COVERED BY A ONE YEAR GUARANTEE STARTING AT THE TIME OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER. ANY DEFECTS IN THE WORK, SYSTEMS, EQUIPMENT, OR COMPONENTS FOUND DURING THIS YEAR SHALL BE CORRECTED AT NO CHARGE. THE GUARANTEE SHALL INCLUDE PROVIDING ALL NECESSARY CUTTING, PATCHWORK, REPAINTING, ETC. TO MAKE THE WORK COMPLETE AND NEW.
5. ALL CONDUIT SHALL BE 1/2" EMT WITH 2#12AWG CONDUCTORS UNLESS OTHERWISE NOTED.
6. ALL CONDUIT MUST BE CONCEALED IN THE WALLS OR ABOVE THE CEILING UNLESS OTHERWISE NOTED. MINIMUM CONDUIT SIZE IS 1/2".
7. ALL CONDUCTORS SHALL BE COPPER WITH TYPE "THW" OR "THHN" INSULATION AND THE MINIMUM WIRE SIZE SHALL BE #12 A.W.G. WITH A 75°C (167°F) TEMPERATURE RATING.
8. ALL WORK MUST BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER ACCORDING TO GENERALLY ACCEPTED PRINCIPALS OF FIRST CLASS WORKMANSHIP.
9. ARMORED CABLE MAY BE USED FOR LIGHTING CIRCUITING ABOVE CEILINGS AND MUST BE MC TYPE (WITH GROUND). PROVIDE EMT FOR CIRCUIT HOMERUNS.
10. STUB UP 3/4" EMT 6" ABOVE CEILING IN NEAREST WALL AT EACH TELEPHONE OUTLET AND COMPUTER OUTLET.
11. FASTEN ALL RECESSED LIGHTING FIXTURES TO STRUCTURE OR GRID PER N.E.C. 410-16.
12. RECESSED INCANDESCENT FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH N.E.C. 410-65(C).
13. ALL PENETRATIONS THRU RATED WALLS, FLOORS AND CEILINGS SHALL BE FIRE STOPPED PER N.E.C. 300-21.
14. PROVIDE ALL GROUNDING AS REQUIRED BY N.E.C.
15. DEVICE MOUNTING HEIGHTS ARE TO BE MEASURED TO THE DEVICE CENTERLINE.
16. ALL SWITCHES FOR FANS, LIGHTS, ETC. WHICH ARE SHOWN TO BE MOUNTED IN THE SAME GENERAL AREA SHALL SHARE A MULTI-GANG COVER PLATE AS REQUIRED.
17. PROVIDE #12AWG GND. FOR ALL MECHANICAL EQUIPMENT UNLESS SHOWN OTHERWISE. ALL EQUIPMENT SHALL BE GROUNDED AT THE PANEL WHICH FEEDS THE EQUIPMENT.
18. COORDINATE RECEPTACLE NEMA TYPE AND VOLTAGE WITH COPIERS AND EQUIPMENT.
19. PROVIDE A SEPARATE GREEN, INSULATED, #12AWG EQUIPMENT GROUNDING CONDUCTOR ROUTED WITH THE BRANCH CIRCUIT HOMERUN CONDUCTORS.
20. PROVIDE AN OUTLET BOX WITH A 3/4" CONDUIT STUBBED UP ABOVE CEILING FOR ALL NEW DATA AND TELEPHONE OUTLETS. PROVIDE PULL STRING. EXISTING DATA CABLES ARE TO BE REMOVED WHERE NOT USED BY THIS TENANT. COORDINATE WITH THE TENANT.
21. ROUTE 3/4" CONDUIT FROM EACH FLOOR COMMUNICATION OUTLET TO NEAREST FULL HEIGHT WALL AND STUB-UP TO NEAREST ACCESSIBLE CEILING.
22. ARMORED CABLE MAY BE USED IN WALLS AND MILLWORK ONLY AND MUST BE MC TYPE (WITH GROUND). ALL CONDUIT TO AND ABOVE THE PLENUM SHALL BE EMT.
23. ALL DIMMERS SHALL BE LUTRON NOVA T-STAR SERIES. COORDINATE FINISH WITH ARCHITECT.

LIGHTING CONTROLS SYMBOL LEGEND

SYMBOL	DESCRIPTION
	NOTE: PROVIDE ALL LOW-VOLTAGE CABLING FOR OCCUPANCY SENSOR 24 Vdc POWER AND CONTROLS. CONTRACTOR SHALL COORDINATE CABLING SPECIFICATION WITH OCCUPANCY SENSOR/POWER PACK MANUFACTURER'S DOCUMENTATION. ROOM CONTROLLER FOR 0-10V LIGHTING COTROLS (WATTSTOPPER LMRC-213-U OR PRE-APPROVED EQUAL).
	CEILING-MOUNTED DUAL-TECHNOLOGY OCCUPANCY SENSOR (COMPATIBLE WITH ROOM CONTROLLER ABOVE). PROVIDE ALL LOW-VOLTAGE WIRING AS NECESSARY.
	WALL-MOUNTED DIGITAL SCENE SWITCH (WATTSTOPPER LMSW-105 WITH QUANTITY OF LMDM-101 SWITCHES NEEDED TO DIM THE NUMBER OF ZONES SHOWN IN EACH ROOM).
	WALL-MOUNTED DUAL-TECHNOLOGY "MANUAL-ON" OCCUPANCY SENSOR (WATTSTOPPER DW-100 OR PRE-APPROVED EQUAL).
	WALL-MOUNTED DUAL-TECHNOLOGY OCCUPANCY SENSOR SET UP FOR MULTI-WAY OPERATION (WATTSTOPPER DW-103 OR PRE-APPROVED EQUAL).
	WALL-MOUNTED CCT DIMMER SWITCH (GREENGATE WBSD-010-CCT OR PRE-APPROVED EQUAL) PAIRED WITH A WALL-MOUNTED DUAL-TECHNOLOGY "MANUAL-ON" OCCUPANCY SENSOR (WATTSTOPPER DW-100 OR PRE-APPROVED EQUAL).

Project Name
Enter address here

ELECTRICAL LEGEND & NOTES

SHEET ID

E-000

SHEET OF

Owner

DESIGNED BY: R.WILLIAMS	ISSUE DATE: Issue Date
CHECKED BY: D.NEWMAN	SOLICITATION NO.:
SUBMITTED BY:	CONTRACT NO.:
SIZE: ANSI D	FILE NUMBER:
FILE NAME:	

POND
2500 Parkway Lane, Suite 600
Farmingdale, NY 11735
Phone (631) 246-7740
Fax (631) 246-7740
JOB NO. Project Number

STAMP/SEAL

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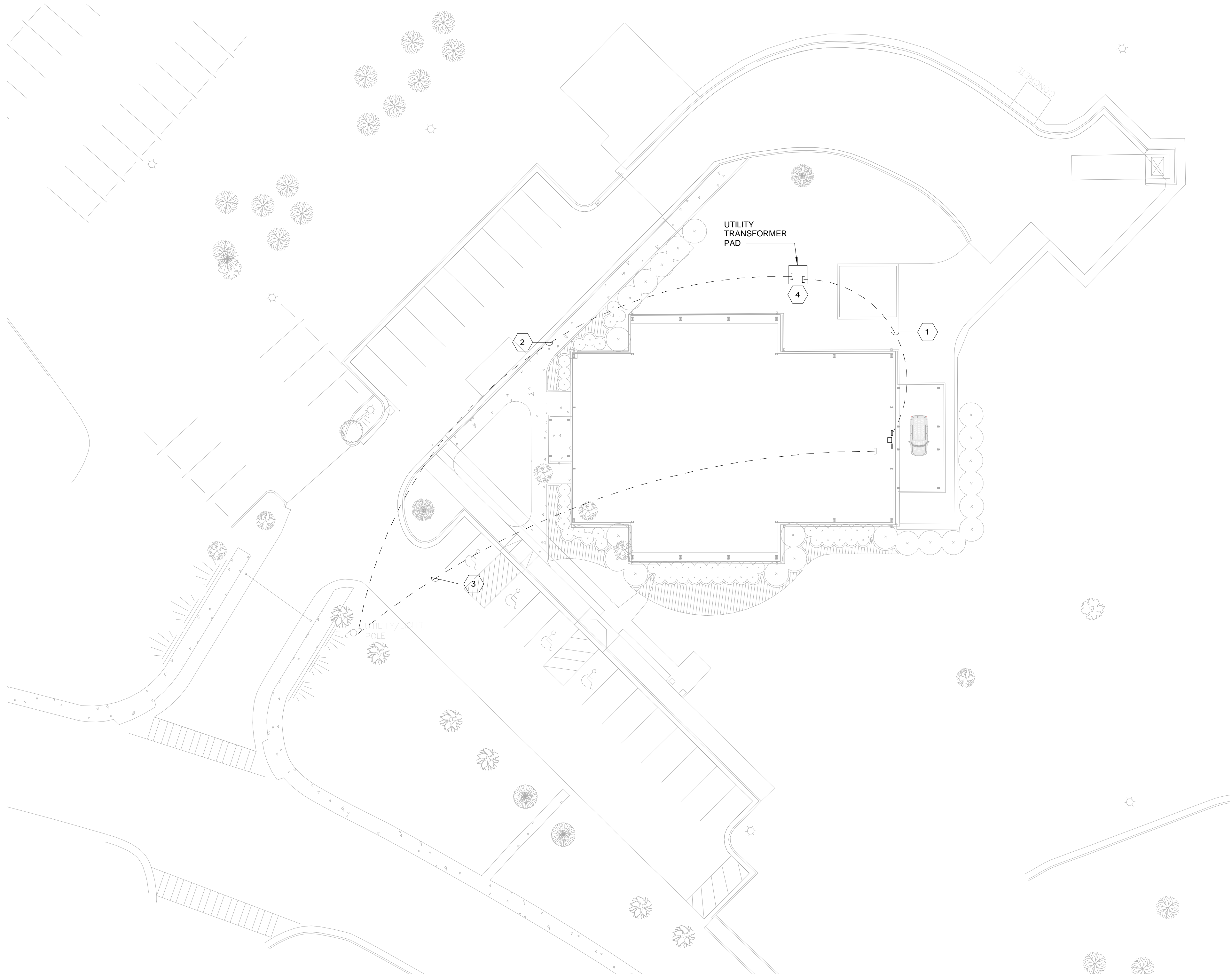
DESCRIPTION

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SHEET ID
E-001
SHEET OF

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1 SITE PLAN - ELECTRICAL
E-100 1" = 20'-0"



GENERAL NOTES
(APPLY THIS SHEET ONLY)

1. VERIFY CONNECTION REQUIREMENTS TO HVAC, PLUMBING, AND FIRE PROTECTION EQUIPMENT REQUIRING POWER WITH ASSOCIATED CONTRACTOR PRIOR TO INSTALLATION. EQUIPMENT DIFFERING FROM BASIS OF DESIGN MAY VARY. MODIFY CONNECTIONS SHOWN ON PLANS TO MATCH MANUFACTURER'S REQUIREMENTS ACCORDINGLY.
2. PROVIDE UL-LISTED HANDLETIES BETWEEN 1-POLE CIRCUIT BREAKERS SERVING PHASE CONDUCTORS "HOTS" WHICH SHARE A NEUTRAL CONDUCTOR IN ORDER TO SIMULTANEOUSLY DISCONNECT POWER TO EACH CIRCUIT IN GROUP OF 2 OR 3.
3. DISCONNECTS LABELED F.B.O. ARE PROVIDED BY MECHANICAL/PLUMBING CONTRACTOR.
4. COORDINATE THICKNESS OF CONCRETE PADS FOR ALL PAD MOUNTED EQUIPMENT IN SERVICE ALLEY WITH CIVIL, TO REDUCE THE RISK OF FLOOD DAMAGE TO EQUIPMENT.

LEGEND NOTES
(APPLY THIS SHEET ONLY)

1. PROVIDE ONE (1) 2" CONDUIT FROM UTILITY TRANSFORMER TO MAIN PANELBOARD.
2. COORDINATE WITH POWER COMPANY FOR INSTALLATION OF CONDUIT REQUIRED FOR THE PRIMARY FEEDER SERVING THE PAD-MOUNTED TRANSFORMER. PROVIDE ONE (1) 2" CONDUIT FROM TRANSFORMER TO UTILITY POLE.
3. PROVIDE TWO (2) 2" CONDUITS FROM THE TELEPHONE UTILITY DEMARC TO THE TELEPHONE BACKBOARD. VERIFY DEMARC LOCATION WITH PHONE COMPANY AND CIVIL.
4. PAD-MOUNTED TRANSFORMER PROVIDED BY SPOWER COMPANY. COORDINATE WITH POWER COMPANY AND PROVIDE REINFORCED CONCRETE PAD PER POWER COMPANY SPECIFICATIONS. POWER COMPANY TO INSPECT EQUIPMENT PAD PRIOR TO CONCRETE POUR. EXCAVATE, FILL, AND COMPACT EARTH TO ESTABLISH A SECURE AND LEVEL FOUNDATION AND MAINTAINING REQUIRED WORKING CLEARANCES. PROVIDE BOLLARDS WHERE REQUIRED BY SCE&G FOR VEHICULAR PROTECTION. PROVIDE GROUND RODS SEPARATE FROM BUILDING GROUNDING ELECTRODE SYSTEM WHERE REQUIRED BY POWER COMPANY. PROVIDE PRIMARY CONDUITS AND ALL EQUIPMENT, COMPONENTS, MATERIALS, AND LABORS REQUIRED BY POWER COMPANY.

DESIGNED BY: Designer Date	ISSUE DATE: Issue Date
DRAWN BY: Author	SOLICITATION NO.:
CHECKED BY: Checker	CONTRACT NO.:
SUBMITTED BY: Submitter	FILE NUMBER:
SIZE: ANSI D	FILE NAME:

Owner

POND
2500 Parkway Lane, Suite 600
Birmingham, AL 35202
Phone (678) 265-7740
Fax (678) 265-7741
JOS NO. Project Number

Project Name
Enter address here

SITE PLAN ELECTRICAL

SHEET ID

E-100
SHEET OF

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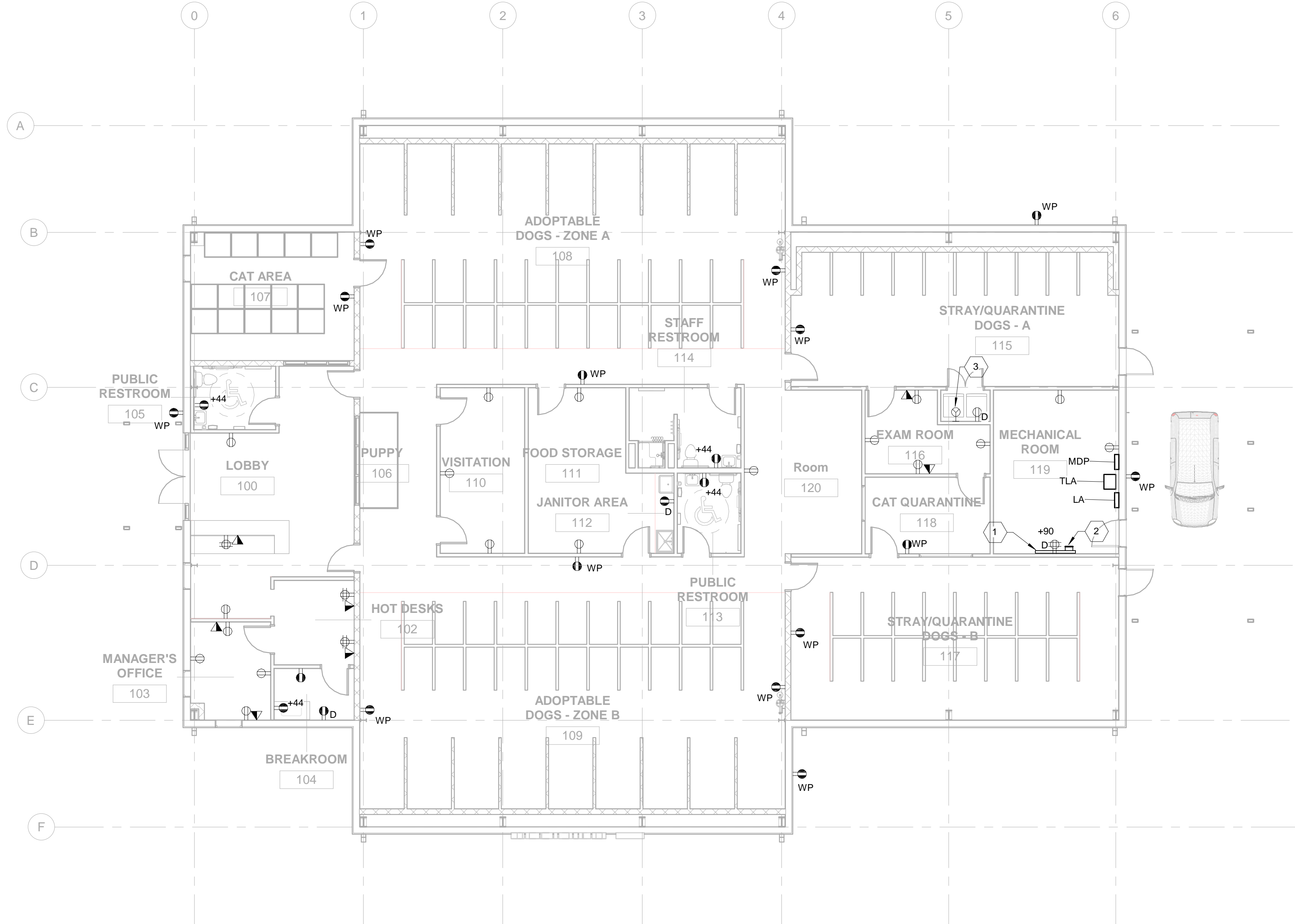
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1 FIRST FLOOR PLAN - ELECTRICAL
E-101 1/8" = 1'-0"



GENERAL NOTES
(APPLY THIS SHEET ONLY)

1. VERIFY CONNECTION REQUIREMENTS TO HVAC, PLUMBING, AND FIRE PROTECTION EQUIPMENT REQUIRING POWER WITH ASSOCIATED CONTRACTOR PRIOR TO INSTALLATION. EQUIPMENT DIFFERING FROM BASIS OF DESIGN MAY VARY. MODIFY CONNECTIONS SHOWN ON PLANS TO MATCH MANUFACTURER'S REQUIREMENTS ACCORDINGLY.
2. PROVIDE UL-LISTED HANDLETIES BETWEEN 1-POLE CIRCUIT BREAKERS SERVING PHASE CONDUCTORS "HOTS" WHICH SHARE A NEUTRAL CONDUCTOR IN ORDER TO SIMULTANEOUSLY DISCONNECT POWER TO EACH CIRCUIT IN GROUP OF 2 OR 3. DISCONNECTS LABELED F.B.O. ARE PROVIDED BY MECHANICAL/PLUMBING CONTRACTOR.
4. ELECTRICAL EQUIPMENT AND CONDUCTORS SHALL BE READILY ACCESSIBLE AND SHALL NOT BE LOCATED IN AREAS SUBJECT TO DETERIORATION DUE TO MOISTURE, EXCESSIVE TEMP., GASES, FUMES, VAPORS, LIQUID OR OTHER HARMFUL AGENTS.

LEGEND NOTES
(APPLY THIS SHEET ONLY)

- 1 PROVIDE AND INSTALL 4W"x8H"x3/4" FIRE-RETARDANT PLYWOOD BACKBOARD. QUANTITY OF PLYWOOD AS REQUIRED FOR WALLS SHOWN. COAT PLYWOOD BACKBOARD WITH FLAME-RETARDANT PAINT TO MATCH ADJACENT WALLS. REFER TO ARCHITECTURAL PLANS FOR WALL PAINT COLOR.
- 2 PROVIDE AND INSTALL GROUNDING BUSBAR WITH STAND-OFF BRACKETS AND INSULATORS, CHATSWORTH #10622-020, OR EQUAL. COORDINATE LOCATION WITH TENANTS LOW VOLTAGE VENDOR. PROVIDE AN #2 AWG INSULATED COPPER BONDING CONDUCTOR BACK TO THE BASE BUILDING GROUNDING ELECTRODE SYSTEM. COORDINATE LOCATION WITH IT VENDOR.
- 3 DRYER RECEPTACLE NOTE HERE.

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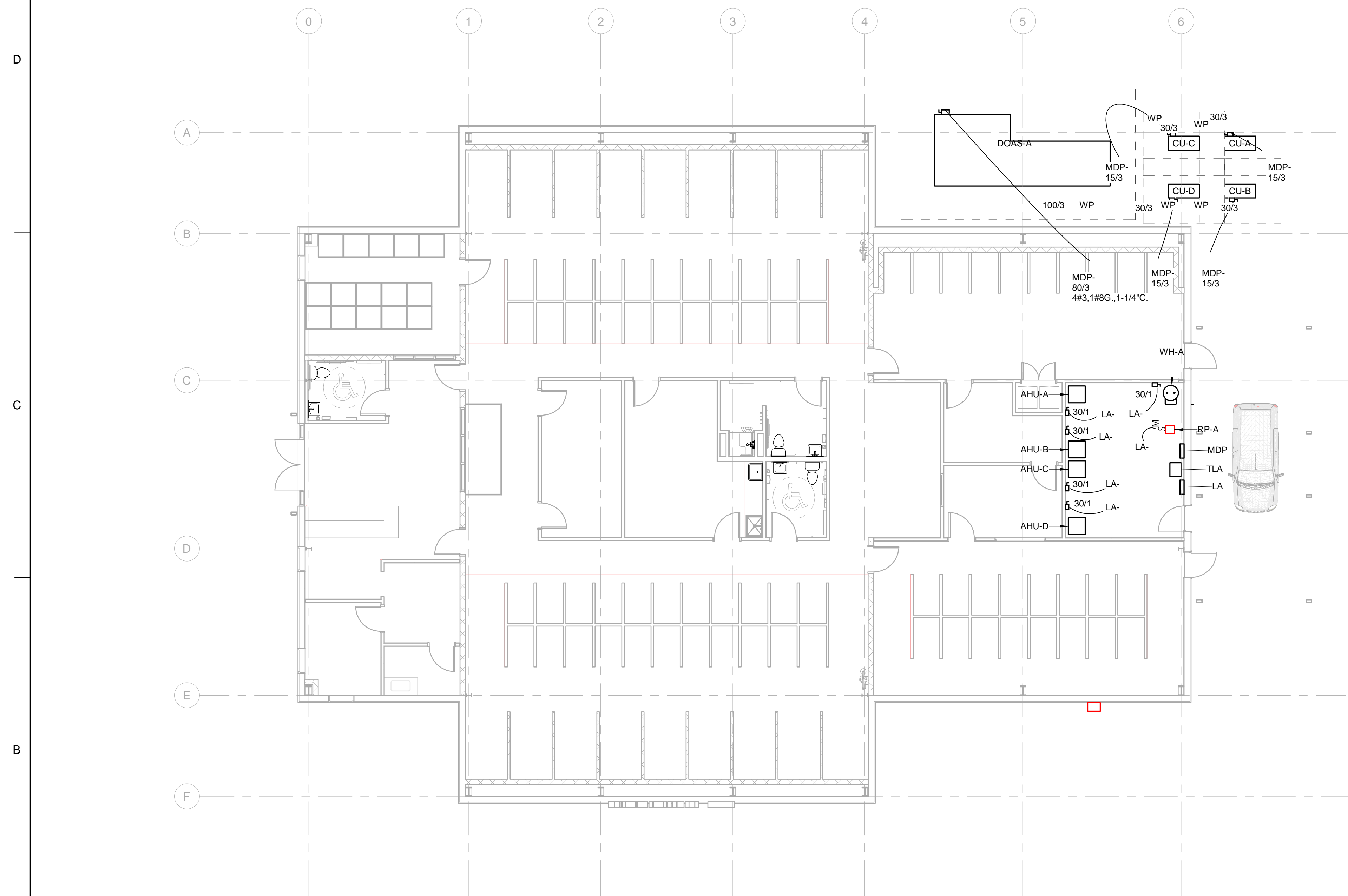
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Owner	

POND
2500 Parkway Lane, Suite 600
Birmingham, AL 35202
Phone (678) 295-7740
Fax (678) 295-7740
Job No. Project Number

Project Name Enter address here
FLOOR PLAN - ELECTRICAL

SHEET ID
E-101
SHEET OF



1 FIRST FLOOR PLAN - M&P CONNECTIONS
E-102 1/8" = 1'-0"

GENERAL NOTES
(APPLY THIS SHEET ONLY)

1. VERIFY CONNECTION REQUIREMENTS TO HVAC, PLUMBING, AND FIRE PROTECTION EQUIPMENT REQUIRING POWER WITH ASSOCIATED CONTRACTOR PRIOR TO INSTALLATION. EQUIPMENT DIFFERING FROM BASIS OF DESIGN MAY VARY. MODIFY CONNECTIONS SHOWN ON PLANS TO MATCH MANUFACTURER'S REQUIREMENTS ACCORDINGLY.
2. PROVIDE UL-LISTED HANDLETIES FROM 1-POLE CIRCUIT BREAKERS SERVING PHASE CONDUCTORS "HOT" WHICH SHARE A NEUTRAL CONDUCTOR IN ORDER TO SIMULTANEOUSLY DISCONNECT POWER TO EACH CIRCUIT IN GROUP OF 2 OR 3.
3. DISCONNECTS LABELED F.O.B. ARE PROVIDED BY MECHANICAL/PLUMBING CONTRACTOR.
4. ELECTRICAL EQUIPMENT AND CONDUCTORS SHALL BE READILY ACCESSIBLE AND SHALL NOT BE LOCATED IN AREAS SUBJECT TO DETERIORATION DUE TO MOISTURE, EXCESSIVE TEMP., GASES, FUMES, VAPORS, LIQUID OR OTHER HARMFUL AGENTS.

LEGEND NOTES
(APPLY THIS SHEET ONLY)

1

<div style="display: flex; justify-content: space-between;"> <div> <p>Project Name Enter address here</p> </div> <div> <p>FLOOR PLAN - M&P ELECTRICAL CONNECTIONS</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>Owner</p> </div> <div> <p>DESIGNED BY: Designer Issue Date</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>DRAWN BY: Author</p> </div> <div> <p>SOLICITATION NO.:</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>CHECKED BY: Checker</p> </div> <div> <p>CONTRACT NO.:</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>SUBMITTED BY:</p> </div> <div> <p>FILE NUMBER:</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>SIZE: ANSI D</p> </div> <div> <p>FILE NAME:</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>MARK</p> </div> <div> <p>DESCRIPTION</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>DATE</p> </div> </div>	

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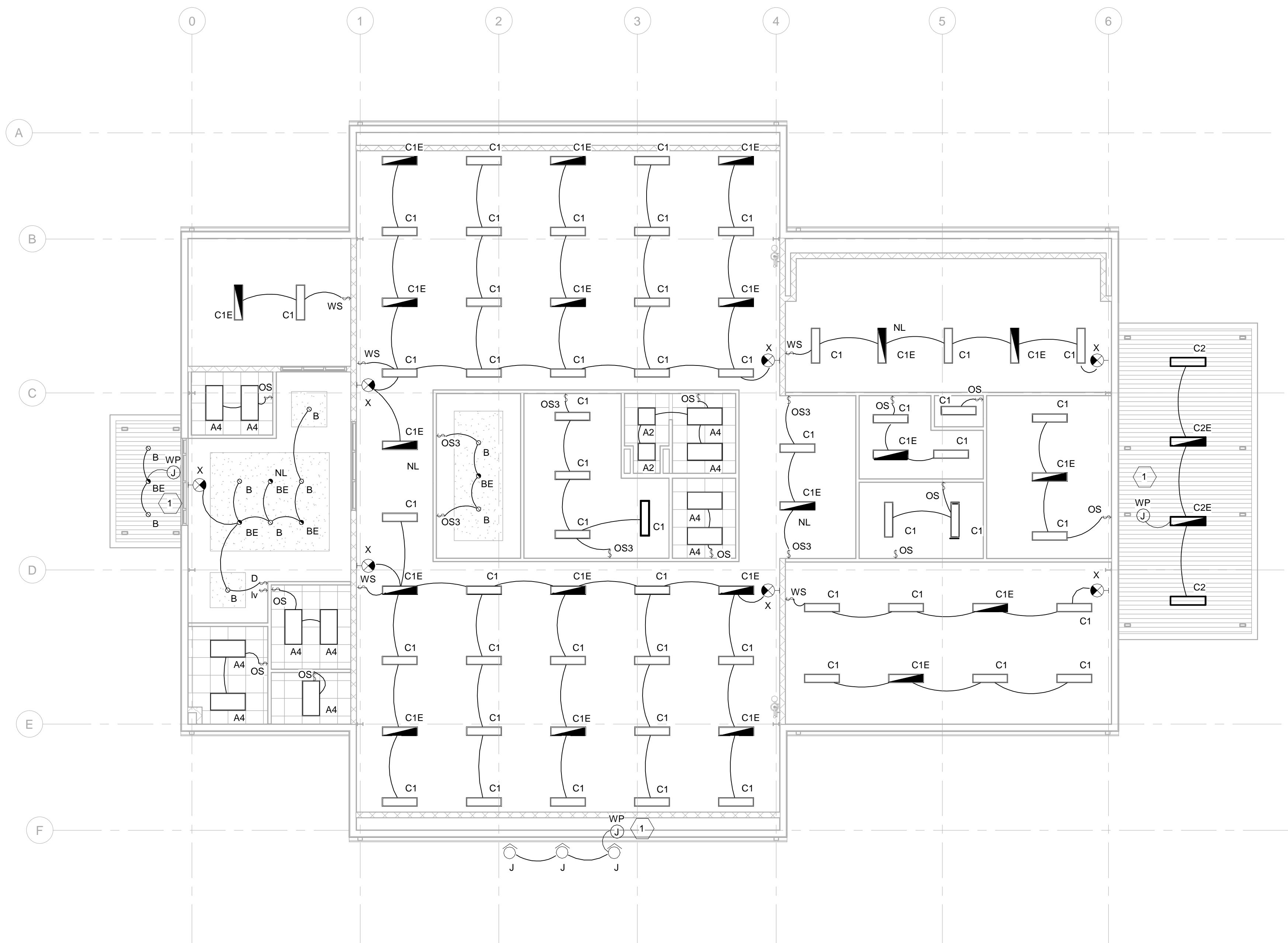
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1 FIRST FLOOR RCP - LIGHTING
1/8" = 1'-0"



- GENERAL NOTES**
(APPLY THIS SHEET ONLY)
- ROUTE UNSWITCHED "HOT" TO ALL AND EXIT SIGNS AND EMERGENCY EGRESS FIXTURES WITH BATTERY BACKUP.
 - FIXTURES LABELED 'NL' (NIGHT LIGHT) SHALL REMAIN UNSWITCHED FOR 24-HOUR OPERATION. FIXTURES WITH EMERGENCY BATTERY BACKUP BALLASTS NOT LABELED 'NL' SHALL BE SWITCHED UNDER NORMAL POWER AND LIT UPON LOSS OF NORMAL POWER REGARDLESS OF SWITCH OR RELAY POSITION.
 - PROVIDE GROUNDED CIRCUIT CONDUCTOR/NEUTRAL TO ALL SWITCH LOCATIONS CONTROLLING LOADS SUPPLIED BY A GROUNDED GENERAL PURPOSE CIRCUIT.
- LEGEND NOTES**
(APPLY TO THIS SHEET ONLY)
- 1 PROVIDE A WEATHRRBROOF JUNCTION BOX ON ROOF/CONOPY FOR PHOTOCCELL (INTERMATIC 'EK4236S' OR PREAPPROVED EQUAL). LIGHT FIXTURES IN THIS LOCATION TO BE ROUTED DOWN STREAM OF PHOTOCCELL. CARRY UNSWITCHED HOW THRU TO ALL EMERGENCY FIXTURES.

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SUBMITTED BY:	FILE NUMBER:
SIZE:	FILE NAME:
ANSI D	
Owner	POND 2500 Parkway Lane, Suite 500 Birmingham, AL 35244 Phone (678) 585-7740 Fax (678) 585-7741 JOS NO Project Number
Project Name Enter address here	
FLOOR PLAN - LIGHTING	
SHEET ID	
E-200	
SHEET OF	

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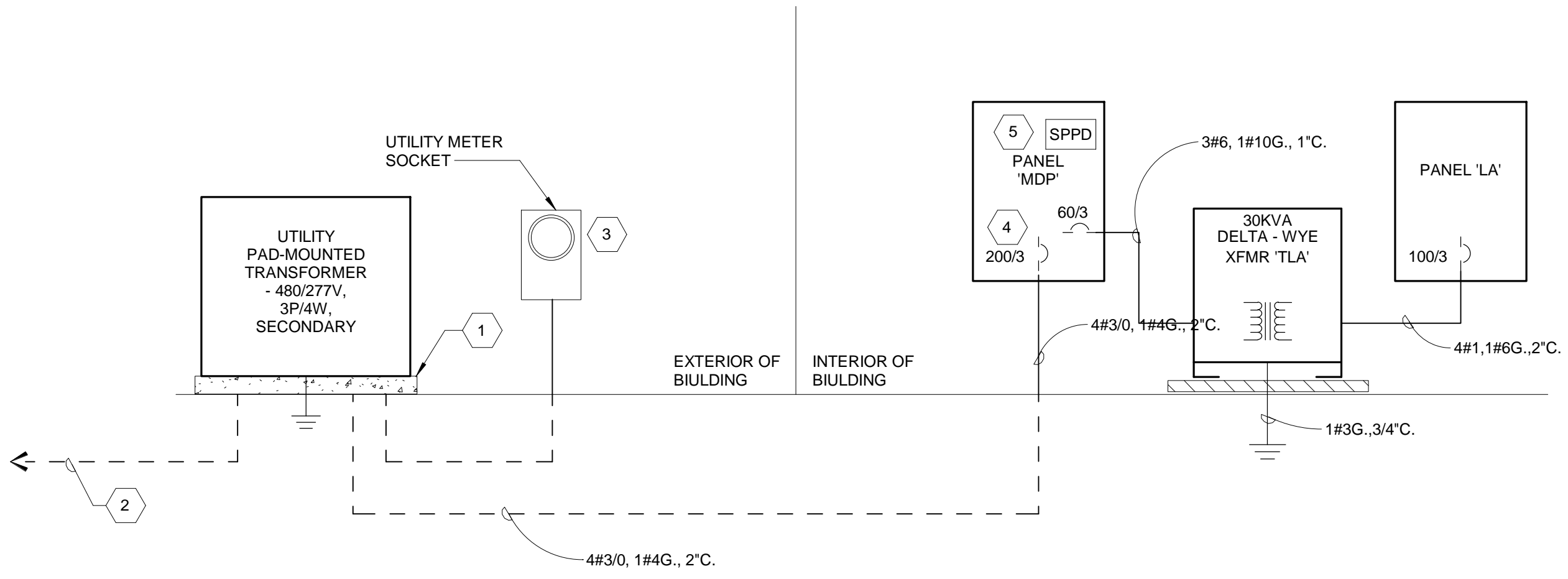
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1 ELECTRICAL RISER DIAGRAM
E-500 / N.T.S.

ELECTRICAL RISER DIAGRAM GENERAL NOTES
(APPLY E6 SERIES SHEETS)

- COORDINATE WITH POWER COMPANY FOR REQUIREMENTS NECESSARY FOR THE INSTALLATION OF PAD-MOUNTED TRANSFORMER AND METERING EQUIPMENT; DETERMINE THE CONTRACTOR'S RESPONSIBILITIES, AND PROVIDE ALL LABOR, EQUIPMENT, COMPONENTS, AND MATERIALS NECESSARY FOR POWER COMPANY TO DELIVER ELECTRICAL SERVICE TO THE BUILDING. SCHEDULE INSPECTIONS AND OBTAIN APPROVALS AS DICTATED BY POWER COMPANY. REFER TO POWER COMPANY SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- ALL WIRING SHALL BE COPPER UNLESS NOTED OTHERWISE. "AL" IS USED TO INDICATE THOSE FEEDERS OF 100AMPS AND GREATER WHICH ARE SIZED FOR ALUMINUM CONDUCTORS. ALUMINUM CONDUCTORS RESTRICTED TO AA-8000 SERIES ALLOYS MAY BE USED FOR THESE FEEDERS ONLY. ALL GROUND CONNECTIONS SHALL BE COPPER.
- CONNECTIONS SHOWN DASHED INDICATE CONDUITS TO BE ROUTED BELOW GRADE.
- PROVIDE GROUNDING PER N.E.C. ARTICLE 250. REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.
- PROVIDE ENGRAVED BAKELITE NAME PLATES FOR EACH SWITCHBOARD SECTION, SWITCHBOARD DISTRIBUTION CIRCUIT BREAKER, PANELBOARD, TRANSFORMER, AUTOMATIC TRANSFER SWITCH, AND DISCONNECT SWITCH.
- PROVIDE 4" HIGH 3000PSI CONCRETE HOUSEKEEPING PAD TO ANCHOR ALL FLOOR-MOUNTED ELECTRICAL EQUIPMENT WITHIN BUILDING.
- SWITCHGEAR SHALL BE EQUIPPED WITH LUGS SUITABLE FOR A MINIMUM OF 75° CELSIUS.
- SWITCHBOARDS AND PANELBOARDS WITH TIN-PLATED ALUMINUM BUSSING ARE ACCEPTABLE.
- PROVIDE DEPARTMENT OF ENERGY (DOE) COMPLIANT TRANSFORMERS WITH ALUMINUM WINDINGS AND 115°C TEMPERATURE RISE.
- AS A REQUIREMENT FOR THE PROJECT DOCUMENTS TO BE DELIVERED BY THE CONTRACTOR, PROVIDE A COMPLETE SHORT CIRCUIT STUDY, SELECTIVE COORDINATION STUDY, AND ARC-FLASH ANALYSIS FROM THE SERVICE ENTRANCE TO ALL END DEVICES. THE STUDY SHALL BE PROVIDED BY THE SWITCHGEAR MANUFACTURER AND SHALL UTILIZE TIME CURRENT CURVES THAT ARE DEVELOPED BY THE GEAR MANUFACTURER SELECTED FOR USE IN THE BUILDING. THE STUDY SHALL BE MADE AVAILABLE FOR REVIEW BY THE ENGINEER AND LOCAL CODE ENFORCEMENT AUTHORITIES NO LATER THAN AT THE TIMES THEY DEEM NECESSARY FOR CERTIFICATES OF OCCUPANCY TO BE ISSUED. OBTAIN CRITICAL DATES FROM THE INSPECTIONS DEPARTMENT OF THE LOCAL CODE ENFORCEMENT DEPARTMENT DURING THE INSPECTION PROCESS TO DETERMINE WHEN PRESENTATION OF THE SELECTIVE COORDINATION STUDY TO THE INSPECTIONS DEPARTMENT IS NECESSARY FOR TIMELY ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- PROVIDE ARC-FLASH WARNING LABELS ON ALL PANELBOARDS WITH RESULTS BASED ON ARC-FLASH STUDY SPECIFIC TO EQUIPMENT AND THE BUILDING ELECTRICAL SYSTEM. LABEL SHALL INDICATE WORK DISTANCE, 3-PHASE BOLTED CURRENT, FLASH PROTECTION BOUNDARY, INCIDENT ENERGY AT WORK DISTANCE, AND LEVEL OF PPE (PERSONAL PROTECTION EQUIPMENT) REQUIRED FOR PERSONNEL TO SAFELY WORK ON EQUIPMENT.

ELECTRICAL RISER DIAGRAM LEGEND NOTES
(APPLY THIS SHEET ONLY)

- PAD-MOUNTED TRANSFORMER PROVIDED BY SPOWER COMPANY. COORDINATE WITH POWER COMPANY AND PROVIDE REINFORCED CONCRETE PAD PER POWER COMPANY SPECIFICATIONS. POWER COMPANY TO INSPECT EQUIPMENT PAD PRIOR TO CONCRETE POUR. EXCAVATE, FILL, AND COMPACT EARTH TO ESTABLISH A SECURE AND LEVEL FOUNDATION AND MAINTAINING REQUIRED WORKING CLEARANCES. PROVIDE BOLLARDS WHERE REQUIRED BY SCE&G FOR VEHICULAR PROTECTION. PROVIDE GROUND RODS SEPARATE FROM BUILDING GROUNDING ELECTRODE SYSTEM WHERE REQUIRED BY POWER COMPANY. PROVIDE PRIMARY CONDUITS AND ALL EQUIPMENT, COMPONENTS, MATERIALS, AND LABORS REQUIRED BY POWER COMPANY.
- COORDINATE WITH POWER COMPANY FOR INSTALLATION OF CONDUIT REQUIRED FOR THE PRIMARY FEEDER SERVING THE PAD-MOUNTED TRANSFORMER.
- METERING EQUIPMENT AND INSTALLATION SHALL BE APPROVED BY POWER COMPANY.
- PROVIDE SERVICE-RATED MAIN CIRCUIT BREAKER WITH ADJUSTABLE LONG TIME, SHORT-TIME AND INSTANTANEOUS TRIP PER N.E.C. ARTICLES 215.10 & 230.95. PROVIDE CIRCUIT BREAKER WITH MAINTENANCE SETTINGS TO OVERRIDE ANY INTENTIONAL DELAY OF THE INSTANTANEOUS SETTING OF OTHER METHOD OF ARC ENERGY REDUCTION INDICATED IN NEC ARTICLE 240.87. .
- PROVIDE TAYLOR ELECTRONICS MODEL PND SINGLE PHASE PROTECTION.

Project Name
Enter address here

ELECTRICAL RISER DIAGRAM

SHEET ID

E-500

SHEET OF

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DATE

DESCRIPTION

MARK

ISSUE DATE:

ISSUE DATE:

SOLICITATION NO.:

CONTRACT NO.:

FILE NUMBER:

DESIGNED BY:

DESIGNED BY:

CHECKED BY:

SUBMITTED BY:

SIZE:

FILE NAME:

Owner

POND

5000 Parkway Lane, Suite 600
Folsom, CA 95630
Phone (916) 595-7740
Fax (916) 595-7740
JOS NO Project Number

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GENERAL NOTES
(APPLIES TO ALL SHEETS)

1. EXACT LOCATION OF ALL AIR DISTRIBUTION DEVICES SHALL BE COORDINATED WITH THE ARCHITECTURAL RCP.
2. COORDINATE THE EXACT LOCATION OF ALL THERMOSTATS WITH FINAL FURNITURE LAYOUT, EQUIPMENT LAYOUT, ARCH AND OWNERS REPRESENTATIVE. T-STATS SHALL BE PROGRAMMABLE.
3. FIRE PROTECTION SUBCONTRACTOR SHALL COORDINATE SPRINKLER LOCATIONS IN GYP BOARD CEILINGS WITH ARCHITECT. SUBMIT DRAWING WITH PROPOSED SPRINKLER LOCATION TO ARCHITECT.
4. PROVIDE ALL MANUFACTURER AND NEC REQUIRED CLEARANCE FOR ALL EQUIPMENT.
5. ALL OUTSIDE AIR DUCTWORK SHALL BE INSULATED.
6. CLOSELY COORDINATE DUCT ROUTING THROUGH AREAS WITH OPEN CEILINGS.

1 FIRST FLOOR PLAN - MECHANICAL
M-101 3/16" = 1'-0"

ORIGINAL SHEET SIZE: 22" X 34"

Project Name
Enter address here

FIRST FLOOR PLAN - MECHANICAL

SHEET ID

M-101

SHEET OF

Owner

DESIGNED BY: Designer
DRAWN BY: Drafter
CHECKED BY: Checker
SUBMITTED BY: Submitter
FILE NAME: ANS/D

ISSUE DATE: Issue Date
SOLICITATION NO.: Solicitation No.
CONTRACT NO.: Contract No.
FILE NUMBER: File Number

POND
2500 Parkway Lane, Suite 600
Farmingdale, NY 11735
Phone (631) 246-7400
Fax (631) 246-7401
JOS NO. Project Number

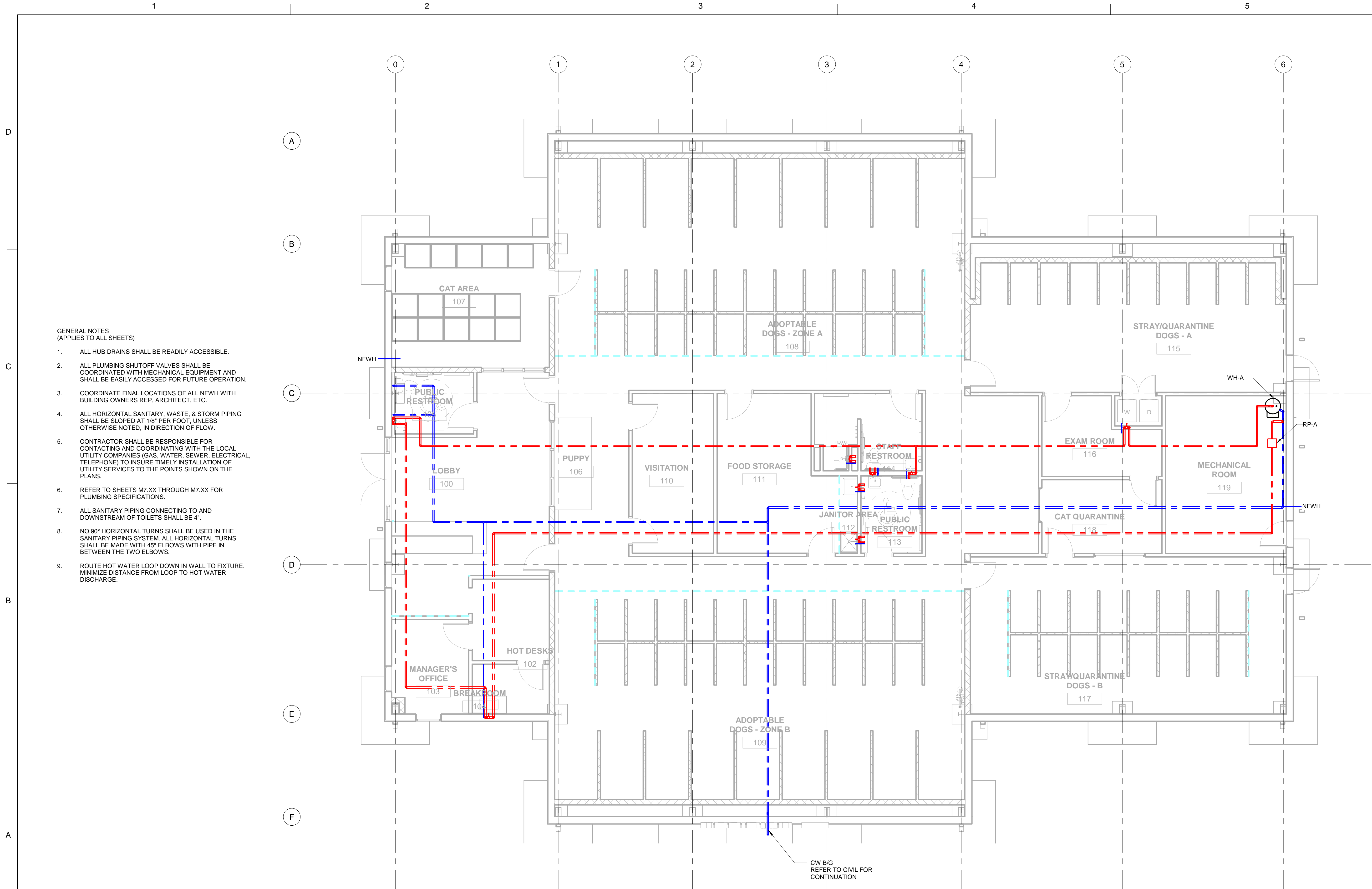
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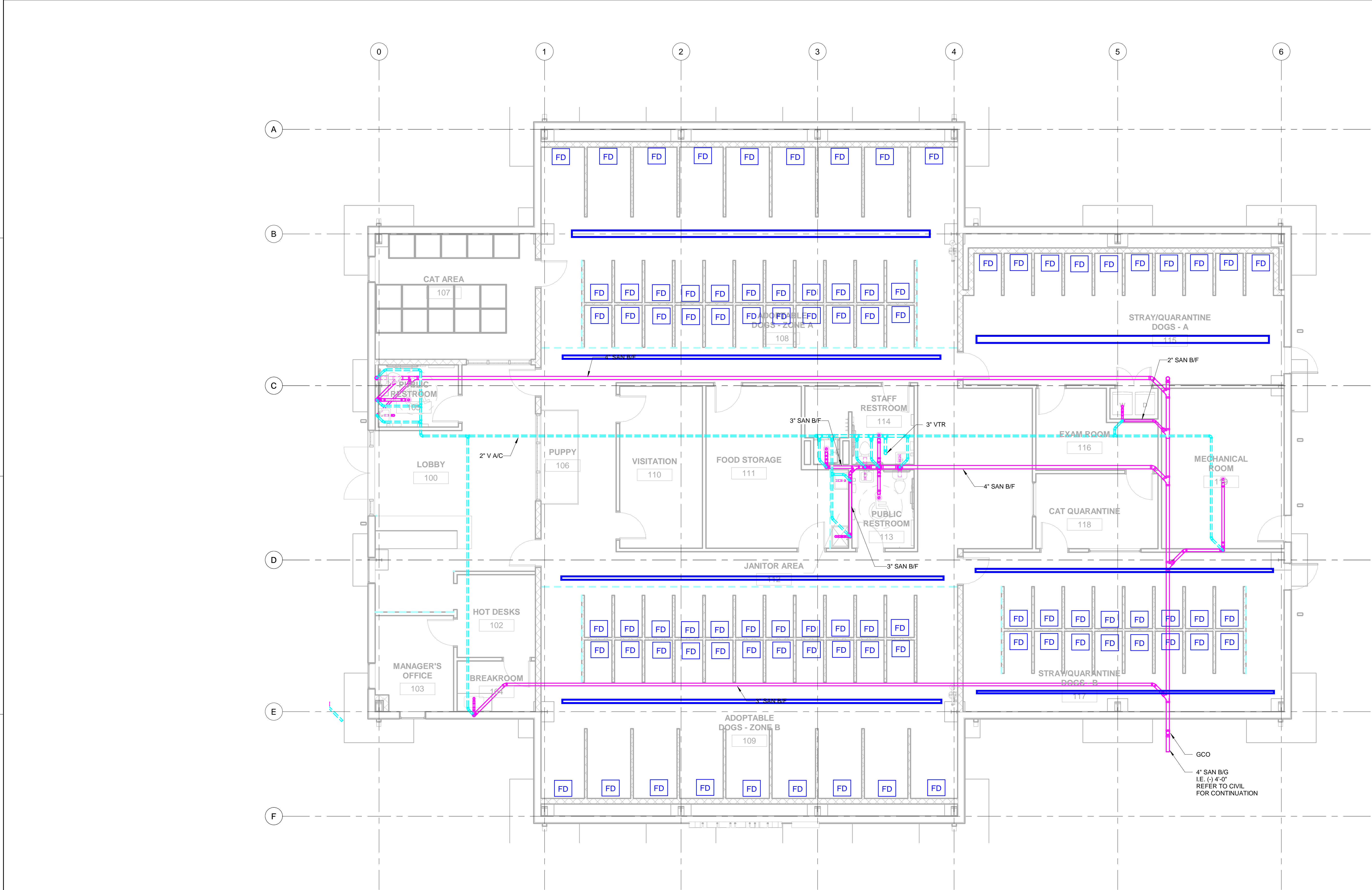
GENERAL NOTES
(APPLIES TO ALL SHEETS)

1. ALL HUB DRAINS SHALL BE READILY ACCESSIBLE.
2. ALL PLUMBING SHUTOFF VALVES SHALL BE COORDINATED WITH MECHANICAL EQUIPMENT AND SHALL BE EASILY ACCESSED FOR FUTURE OPERATION.
3. COORDINATE FINAL LOCATIONS OF ALL NFWH WITH BUILDING OWNERS REP, ARCHITECT, ETC.
4. ALL HORIZONTAL SANITARY, WASTE, & STORM PIPING SHALL BE SLOPED AT 1/8" PER FOOT, UNLESS OTHERWISE NOTED, IN DIRECTION OF FLOW.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE LOCAL UTILITY COMPANIES (GAS, WATER, SEWER, ELECTRICAL, TELEPHONE) TO INSURE TIMELY INSTALLATION OF UTILITY SERVICES TO THE POINTS SHOWN ON THE PLANS.
6. REFER TO SHEETS M7.XX THROUGH M7.XX FOR PLUMBING SPECIFICATIONS.
7. ALL SANITARY PIPING CONNECTING TO AND DOWNSTREAM OF TOILETS SHALL BE 4".
8. NO 90° HORIZONTAL TURNS SHALL BE USED IN THE SANITARY PIPING SYSTEM. ALL HORIZONTAL TURNS SHALL BE MADE WITH 45° ELBOWS WITH PIPE IN BETWEEN THE TWO ELBOWS.
9. ROUTE HOT WATER LOOP DOWN IN WALL TO FIXTURE. MINIMIZE DISTANCE FROM LOOP TO HOT WATER DISCHARGE.

1 FIRST FLOOR PLAN - DOMESTIC WATER
3/16" = 1'-0"

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Owner	POND 2000 Parkway Lane, Suite 600 Farmingdale, NY 11735 Phone (631) 246-7740 JOS NO Project Number
Project Name Enter address here	FIRST FLOOR PLAN - DOMESTIC WATER
SHEET ID	P-101
SHEET	OF

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1 FIRST FLOOR PLAN - SAN & VENT
3/16" = 1'-0"

ORIGINAL SHEET SIZE: 22" X 34"

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Owner	
POND 2500 Parkway Lane, Suite 600 Farmingdale, NY 11735 Phone (631) 295-7740 Fax (631) 295-7741 JOS NO Project Number	
Project Name Enter address here	
FIRST FLOOR PLAN - SAN & VENT	
SHEET ID	
P-102	
SHEET OF	



Project: Spalding Co. Animal Shelter		Phase: Design Development	
POND Project No: 1200399		Estimate Date: 17 April 2020	
Architect: POND		Revision Date: May 20, 2020	
KEY	COMPONENT DESCRIPTION	ESTIMATE	COST/SF
	BUILDING COMPONENT ESTIMATE SUMMARY	Area:	7,200
A	GENERAL CONDITIONS AND CONTRACTOR FEE	\$298,766	\$ 41.50
B	BUILDING FOUNDATIONS AND SLAB ON GRADE	168,959	\$ 23.47
C	STRUCTURAL SYSTEM	198,000	\$ 27.50
D	ROOFING SYSTEM	2,500	\$ 0.35
E	EXTERIOR WALL SYSTEM	8,375	\$ 1.16
F	EXTERIOR DOORS AND OPENINGS	20,080	\$ 2.79
G	INTERIOR DOORS AND OPENINGS	37,600	\$ 5.22
H	INTERIOR PARTITIONS	165,054	\$ 22.92
I	WALL FINISHES	33,187	\$ 4.61
J	FLOOR FINISHES AND BASE	89,520	\$ 12.43
K	CEILINGS AND SOFFITS	18,232	\$ 2.53
L	STAIRS AND RAILINGS	0	\$ -
M	ACCESSORIES AND SPECIALTIES	9,366	\$ 1.30
N	FIXED EQUIPMENT	0	\$ -
O	CASEWORK AND MILLWORK	11,300	\$ 1.57
P	LOOSE EQUIPMENT AND FURNISHINGS	0	\$ -
Q	MECHANICAL CONVEYANCES	0	\$ -
R	WATER SUPPLY AND TREATMENT	0	\$ -
S	WASTE WATER DISPOSAL AND TREATMENT	0	\$ -
T	PLUMBING	258,150	\$ 35.85
U	FIRE PROTECTION	0	\$ -
V	HVAC SYSTEM	90,388	\$ 12.55
W	ELECTRICAL POWER	56,975	\$ 7.91
X	LIGHTING	64,850	\$ 9.01
Y	SPECIAL SYSTEMS AND COMMUNICATIONS	21,525	\$ 2.99
Z	SITE DEVELOPMENT	134,953	\$ 18.74
AA	SITE UTILITIES	50,825	\$ 7.06
BB	DEMOLITION (Included in Site Development)	0	\$ -
	Subtotal	\$1,738,605	\$ 241.46
	DETAILED DESIGN & MARKET CONDITIONS CONTINGENCY	7.5%	130,395 \$ 18.11
	PROBABLE CONSTRUCTION COST - Current Dollars		\$1,869,000 \$ 259.57
	Escalation to Mid-Point of Construction <i>(based on bidding August 2020)</i>	3.0%	56,070 \$ 7.79
	PROBABLE CONSTRUCTION COST (Including Design Contingency + Escalation)		\$1,925,070 \$ 267.37
	SEE ALTERNATES ON NEXT PAGE FOR POTENTIAL ADDITIONS AND DELETIONS OPTIONS		

Project:	Spalding Co. Animal Shelter	Phase:	Design Development
POND Project No:	1200399	Estimate Date:	17 April 2020
Architect:	POND	Revision Date:	May 20, 2020

No.	COMPONENT DESCRIPTION	ESTIMATE	OPTION
	<u>ALTERNATES (Additional add-on's or deducts to scope)</u>		
	<u>Add Alternates</u>		
	Building Exterior Walls (base design is insulated metal panel and insulated metal roof)		
1	Change Structure/Wall System to Metal Panel System on CMU Backup Cavity all ilo PEMB Wall Panels	\$267,036	Add
2	Change Structure /Wall System to structural Steel Frame with CMU Walls and Fiber Cement Siding with Battens	\$403,200	Add
3	Add Pre-Manufactured Canopies (large canopies at front public entrance and rear animal intake)	\$22,680	Add
4	Add Brick Water Table (front public entry wall only)	\$35,840	Add
5	Add Clearstory Windows at Kennel Areas (for natural light in kennel area)	\$26,700	Add
	Site Lighting		
1	Add Site Lighting to Construction Budget (currently anticipating power company to provide)	\$39,200	Add
	HVAC		
1	Add Full HVAC Heating and Cooling System in Kennel (base estimate includes ventilation/exhaust/radiant strip heat)	\$95,217	Add
	Plumbing	\$38,640	Add
1	Emergency Eye Wash-Shower (not required by code)	\$5,040	Add
	<u>Deduct Alternates</u>		
	Finishes		
1	J 017 No Applied Finish LVT Flooring in Public Area - Go to Sealed Concrete	(\$6,000)	Deduct
2	J 018 Reduce Epoxy Flooring in Kennel Area to Kennels Only (walking circulation to be sealed concrete)	(\$30,000)	Deduct
3	K 001 Eliminate Suspended Acoustic Ceilings in Public Area (provide exposed structure/ducts/lights)	(\$8,650)	Deduct
4	K 007 Eliminate Suspended Gypsum Ceilings in Office Areas & Core (provide exposed structure/ducts and suspend lights)	(\$8,650)	Deduct
5	M 006 County to Provide Interior Signage	(\$2,500)	Deduct
6	O 009 Reception Desk to be a Furniture Unit - not construction contract casework	(\$5,000)	Deduct
	Sub-Total	(\$60,800)	
	Site Development		
1	Z 001 Demolition Cost Reduction (leaves \$5,000 for minimal demo) - use sub provided amount	(\$21,000)	Deduct
2	Z 003 Rough Grading Cost Reduction (leaves \$5,000 for minimal demo) - use sub provided amount	(\$3,000)	Deduct
3	Z 015 Reduce Asphalt Paving Cost - use sub provided amount	(\$1,000)	Deduct
4	Z 034 Reduce Erosion Control Cost - use sub provided amount	(\$6,000)	Deduct
	Sub-Total	(\$31,000)	
	Site Utilities		
1	AA 001 & AA002 Reduce Cost - use sub provided amount	(\$7,500)	Deduct
2	AA 005 Delete Fire Hydrant out of Construction Budget - County to Provide if One is Required	(\$3,500)	Deduct
	Sub-Total	(\$11,000)	
	TOTAL ALL DEDUCT ALTERNATES ABOVE IF ACCEPTED	(\$102,800)	Deduct
	Option - General Building Size Reduction		
1	Remove 644 sq. ft. Out of Building (will reduce number of kennels)	(\$88,000)	Deduct

4/25/2019 1:06:38 AM 886 363 1700589 - Spaulding Animal Shelter 1700589 SPAN.DWG_SHEL_Arch_1700589

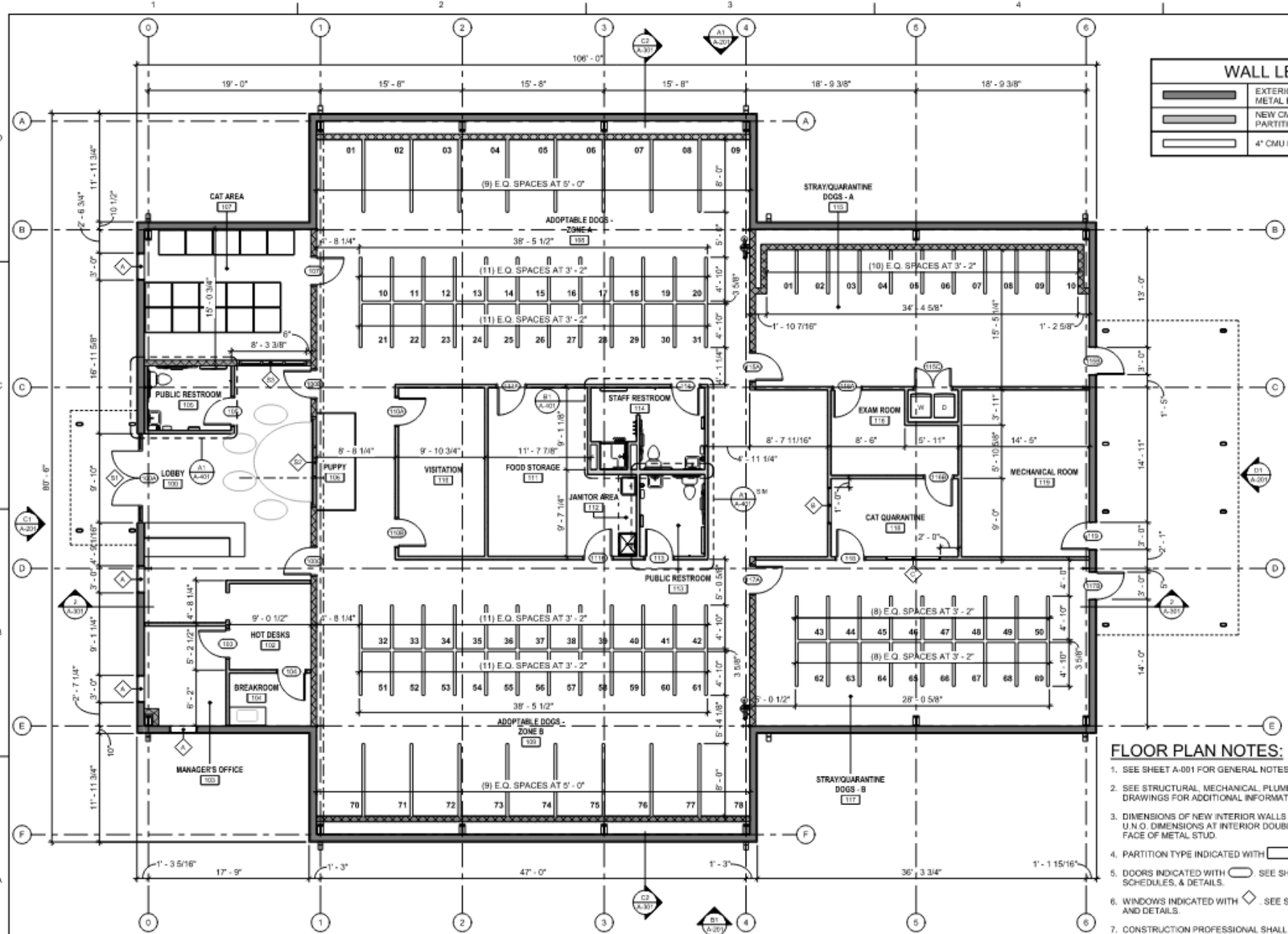
A1 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

WALL LEGEND	
	EXTERIOR PRE-ENGINEERED METAL BUILDING PARTITIONS
	NEW CMU AND / OR STUD WALLS / PARTITIONS
	4" CMU KENNEL WALL PARTITIONS

- FLOOR PLAN NOTES:**
- SEE SHEET A-001 FOR GENERAL NOTES
 - SEE STRUCTURAL, MECHANICAL, PLUMBING, FFE PLANS & ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - DIMENSIONS OF NEW INTERIOR WALLS ARE TO FACE OF METAL STUD. U.N.O. DIMENSIONS AT INTERIOR DOUBLE STUD WALLS ARE TO EXTERNAL FACE OF METAL STUD.
 - PARTITION TYPE INDICATED WITH . SEE SHEET A-002 FOR TYPES.
 - DOORS INDICATED WITH . SEE SHEET A-601 FOR DOOR TYPES, SCHEDULES, & DETAILS.
 - WINDOWS INDICATED WITH . SEE SHEET A-601 FOR WINDOW TYPES AND DETAILS.
 - CONSTRUCTION PROFESSIONAL SHALL LOCATE BLOCKING AS REQUIRED FOR WALL MOUNTED EQUIPMENTS
 - SEE SHEETS A-571 ADA CLEARANCES AND DIMENSIONS.
 - SEE SHEET A-601 FOR INTERIOR FINISHES.



1700589	
DATE	
MARK	
DESCRIPTION	
ISSUE DATE: 4/25/2019	
DESIGNED BY: SPAN	DATE: 4/25/2019
DRAWN BY: SPAN	DATE: 4/25/2019
CHECKED BY: SPAN	DATE: 4/25/2019
CONTRACT NUMBER: 1700589	FILE NUMBER: 1700589
DATE: 4/25/2019	FILE NAME: 1700589
FLOOR PLAN	
SHEET ID: BLDG. ID A-101	





POND

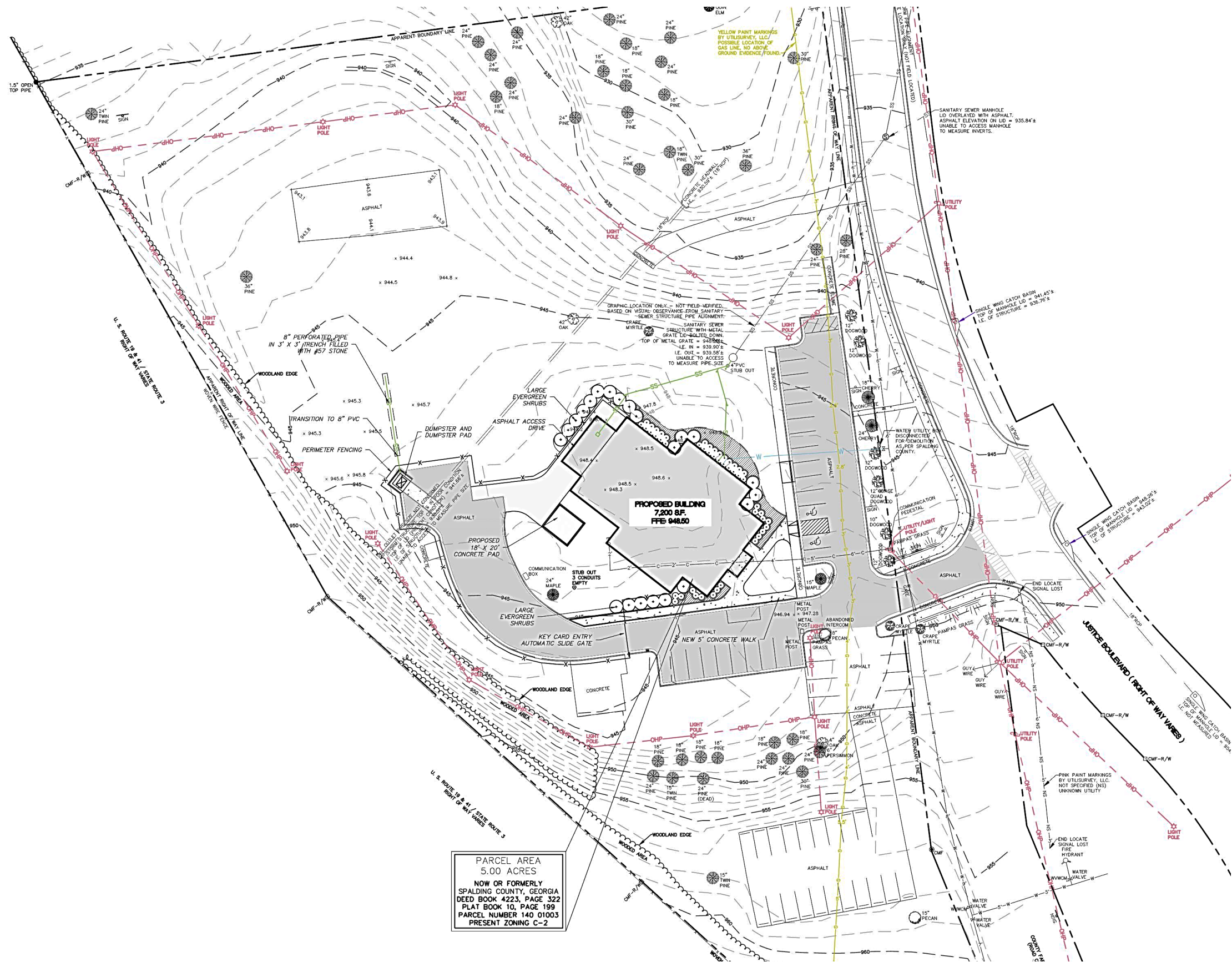
Spalding County, GA - New Animal Shelter

Spalding
COUNTY

Sheet
Cover







DEPARTMENT LEGEND

- ADMINISTRATION
- ADOPTION AREAS
- CIRCULATION
- EXAM AREA
- PUBLIC AREAS
- QUARANTINE AREAS
- SUPPORT AREAS

ew Animal Shelter Building Description:

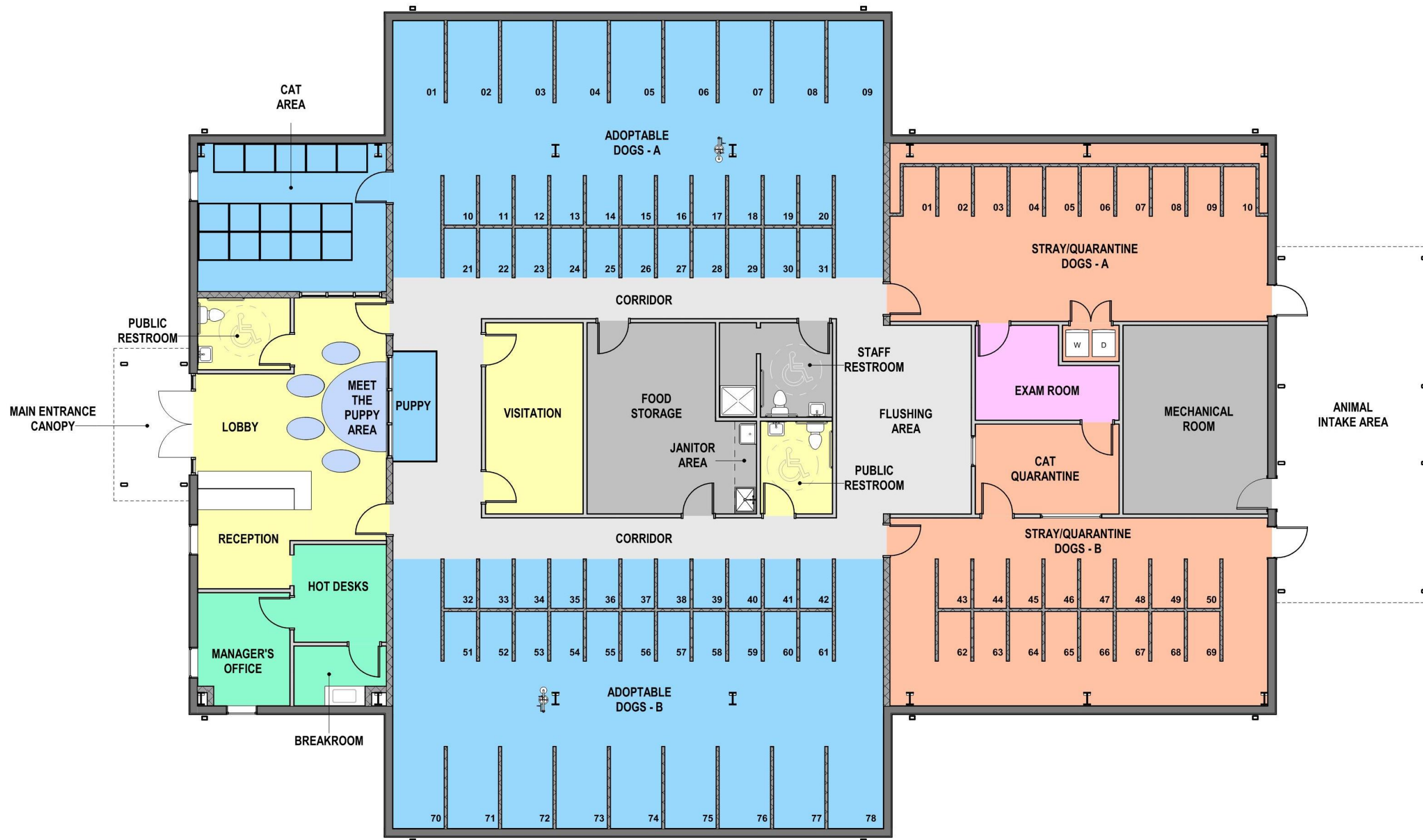
7,180 Gross Square Feet
1 story
Pre-Engineered Metal Building (PEMB)
Concrete Slab on Grade
Insulated – Hygienic Metal Wall Panels
Standing Seam Metal Roof

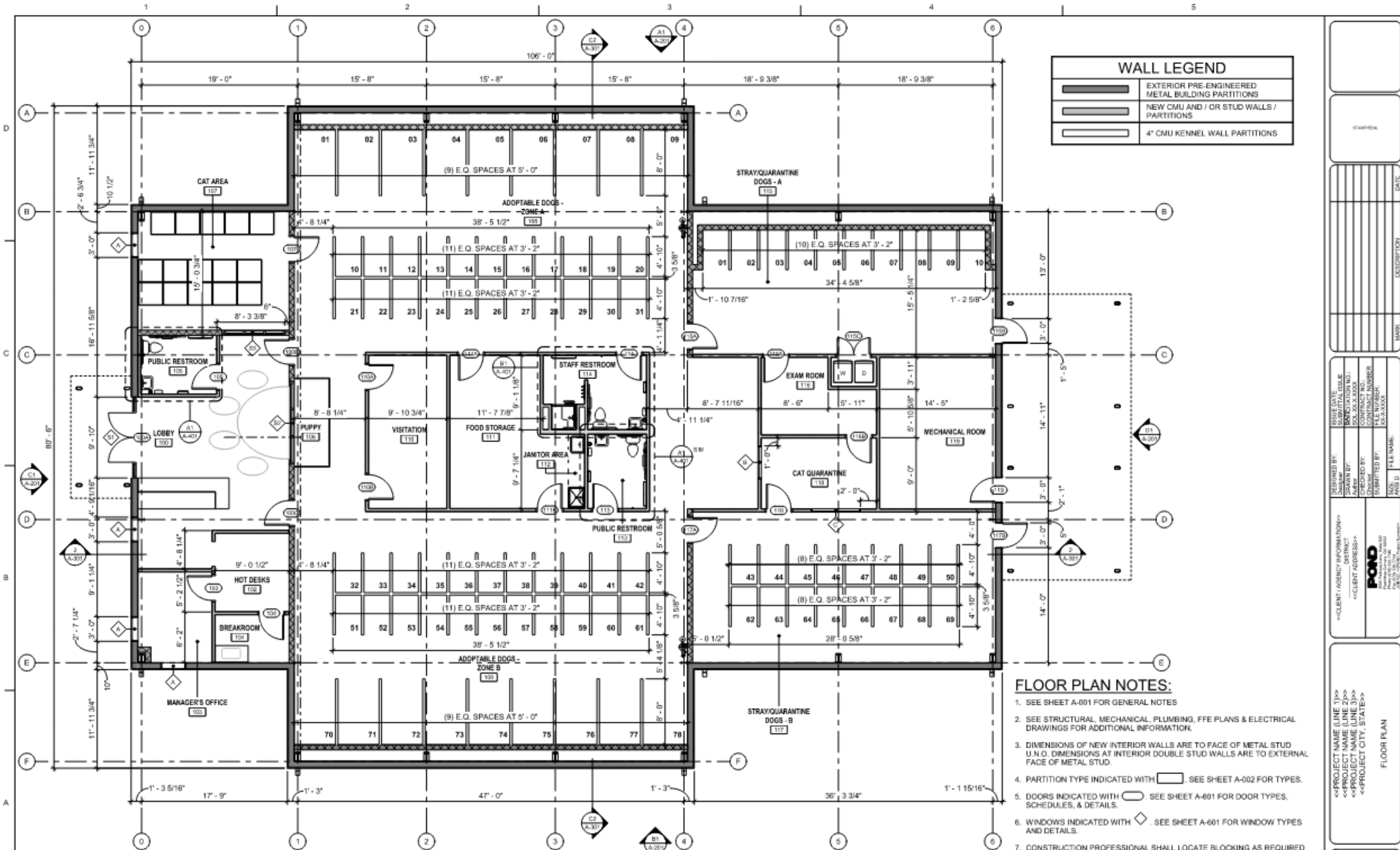
uilding & System Priorities:

Meet State Guidelines
Strategic Floor Drain System w/Flushing
Separation by Guillotine Doors
Dedicated HVAC Zones + Exhaust Fans
Dedicated HVAC for Isolation Area
High Pressure Water Washdown
Meet Energy Codes

uilding Finishes:

Durable | Hygienic Materials
Easy on Paws
Bright and colorful interior color palette
Inviting to individuals and families





WALL LEGEND

	EXTERIOR PRE-ENGINEERED METAL BUILDING PARTITIONS
	NEW CMU AND / OR STUD WALLS / PARTITIONS
	4\" CMU KENNEL WALL PARTITIONS

FLOOR PLAN NOTES:

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- SEE SHEET A-001 FOR INTERIOR FINISHES.

SHEET ID BLDG. ID A-101	
PROJECT NAME (LINE 1)>>> PROJECT NAME (LINE 2)>>> PROJECT NAME (LINE 3)>>> PROJECT CITY, STATE>>>	
DESIGNED BY: DRAWN BY: CHECKED BY: SUBMITTED BY:	ISSUE DATE: SUBMITTAL NO.: CONTRACT NO.: CONTRACT NUMBER: SUBMITTAL NO.:
FLOOR PLAN	