

**AGENDA**  
**Camden County Board of Commissioners**  
**Government Services Building, (Courthouse Square)**  
**200 East 4<sup>th</sup> Street, 2<sup>nd</sup> Floor, Room 252,**  
**Commissioners' Meeting Chambers**  
**Woodbine, Georgia**  
**Tuesday, August 16, 2016**

**Convene Regular Meeting at 6:00 PM**

**Opening Ceremonies**

- Invocation
- Pledge of Allegiance

**Roll Call**

**Agenda Amendments**

**Removal of item under regular agenda and renumber the agenda accordingly:**

8. Approval to submit a grant application for the "319 h grant – Clean Water Act" through Georgia Environmental Protection Division.
9. Approval of contract proposal with Leidos.

**Amend consent agenda Item 4 to include the addition of the following:**

4. Approval of Fiscal Year 2016 **and Fiscal Year 2017** Budget Amendments.

**Adoption of Agenda**

**Approval of Minutes**

- [August 2, 2016 Public Hearing & Regular Meeting minutes](#)

**Presentation**

- [Proclamation recognizing the Employee of the 4<sup>th</sup> Quarter](#)
- Review of the Tax Digest for calendar year 2016 presented by Finance & Budget Director Mike Fender

**Public Comments**

## **Adjourn Regular Meeting**

### **Convene Public Hearing**

To receive comments from the public regarding the following item:

- Seeking public comment and input regarding the construction of a public target shooting range in Camden County

## **Adjourn Public Hearing**

## **Reconvene Regular Meeting**

### **Consent Agenda**

1. [Consideration of Equitable Sharing Agreement and Certification.](#)
2. [Approval of Resolution regarding O.C.G.A. §36-80-20 \(b\) \(2\) - Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority.](#)
3. [Joint Resolution to establish the 2018 Camden County, City of Kingsland, City of St. Marys, City of Woodbine Joint Comprehensive Plan Workgroup.](#)
4. [Approval of Fiscal Year 2016 and Fiscal Year 2017 Budget Amendments.](#)

### **Regular Agenda**

#### ***CRS, E & S Coordinator Scott Brazell***

5. [Consideration of approval of the Moreland Altobelli Associates, Inc Work Authorization 12722, SA #2.](#)

#### ***Grant Manager Julie Haigler***

6. [Approval to submit a Firehouse Subs Automatic External Defibrillator \(AED\) equipment grant.](#)
7. [Approval to submit a grant to the State Farm Foundation.](#)

#### ***Purchasing Officer Alethea Harris***

8. [Approval of Bid award for boom mower.](#)

**Management Analyst Shannon Nettles**

9. [Approval of Online Bill Payment Processing for the Offices of Curbside Collection and Planning and Development.](#)

**Reports**

- [Calendar – August / September 2016](#)
- County Administrator Comments

**Adjourn Regular Meeting & Convene Executive Session – Litigation**

**Reconvene Regular Meeting**

**Additional Public Comments**

**Adjourn BOC Meeting**

**CAMDEN COUNTY, GEORGIA  
BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
AUGUST 2, 2016, 6:02 PM**

**Present:** Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Chuck Clark; Commissioner Tony Sheppard; County Administrator Steve Howard; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

**Absent:** Commissioner Willis R. Keene, Jr.

Chairman Starline called the meeting to order at 6:02 p.m.

Finance & Budget Director Mike Fender delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

### **Agenda Amendments:**

#### **Addition of Item 5 under the regular agenda:**

5. Approval of Maintenance In Lieu of Rent Agreement with the Department of Family and Children Services (DFACS)

Vice-Chairman Blount made a motion, seconded Commissioner Clark to approve the agenda amendments as presented.

***The motion carried unanimously.***

#### **Motion to Adopt the Agenda:**

Commissioner Clark made a motion, seconded by Commissioner Sheppard to adopt the agenda as amended.

***The motion carried unanimously.***

#### **Approval of the Minutes**

- July 15, 2016 Public Hearing & Regular Meeting minutes

Commissioner Keene made a motion, seconded by Vice-Chairman Blount to approve July 15, 2016 Public Hearing & Regular Meeting minutes.

***The motion carried unanimously.***

#### **Presentation**

- Joint Development Authority Report presented by Director James Coughlin

Joint Development Authority Director James Coughlin presented the Board a PowerPoint presentation regarding the quarterly update for the Joint Development Authority activity.

## **Public Comments**

No comments were offered by the Public during this time.

Vice-Chairman Blount made a motion seconded by Commissioner Clark to adjourn the Regular Meeting at 6:27 PM.

***The motion carried unanimously.***

Chairman Starline convened the Public Hearing at 6:27 PM.

## **Convene Public Hearing (1)**

To receive comments from the public regarding the following Planning Items:

- Amendment to the Official Code of Camden County, Georgia, Chapter 14 Animals, Article I, Section 2, with the addition of Section 2.1 - Jurisdiction of Offenses and Section 2.2 - Contract for enforcement with municipalities within the County.

No comments were offered by the Public in favor or in opposition during this time.

## **Public Hearing (2)**

To receive comments from the public regarding the following Planning Items:

- Resolution regarding O.C.G.A. § 36-80-20 (b) (2) - Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority.

No comments were offered by the Public in favor or in opposition during this time.

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to adjourn the Public Hearings at 6:30 PM.

***The motion carried unanimously.***

Chairman Starline convened a public hearing at 6:08PM.

## **Regular Agenda**

1. Consideration of approval of request to have two (2) military M916 trucks converted to a fire fighting tanker truck.

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to request to have two (2) military M916 trucks converted to a fire fighting tanker truck.

**The motion carried unanimously.**

2. Approval of Surplus Item List

Vice-Chairman Blount made a motion, seconded by Commissioner Sheppard to approve the surplus item list as presented.

**The motion carried unanimously.**

3. Second Reading & Adoption of Amendments to the Official Code of Camden County, Georgia, Chapter 14 Animals, Article I, Section 2, with the addition of Section 2.1 - Jurisdiction of Offenses and Section 2.2 - Contract for enforcement with municipalities within the County.

Vice-Chairman Blount made a motion, seconded by Commissioner Sheppard to waive the Second Reading and adopt the Amendments to the Official Code of Camden County, Georgia, Chapter 14 Animals, Article I, Section 2, with the addition of Section 2.1 - Jurisdiction of Offenses and Section 2.2 - Contract for enforcement with municipalities within the County.

**The motion carried unanimously.**

4. Acceptance of Colerain Road Right-of-Way

Vice-Chairman Blount made a motion, seconded by Commissioner Sheppard to accept the Colerain Road Right-of-Way as presented by the County Attorney.

**The motion carried unanimously.**

5. Approval of Maintenance In Lieu of Rent Agreement with the Department of Family and Children Services (DFACS)

Vice-Chairman Blount made a motion, seconded by Commissioner Sheppard to approve the Maintenance In Lieu of Rent Agreement with the Department of Family and Children Services (DFACS)

**The motion carried unanimously.**

## **Reports**

- **Calendar – July & August 2016**

County Clerk Kathryn Bishop stated there was one change to the calendar: There will be no JDA Meeting for the month of August.

- **County Administrator Comments**

County Administrator Steve Howard asked the Board to turn their attention to the throwback photos on the screen of the proposed Spaceport site. He stated that these photos were provided by Matt Ellis. He announced that the Board should have Save the Date sheets at their seat to remind them of upcoming meetings and events.

## **Additional Public Comments**

No additional public comments were offered during this time.

## **Adjournment:**

Vice-Chairman Blount made a motion, seconded by Commissioner Sheppard to adjourn the August 2, 2016 regular meeting. The vote was unanimous to adjourn the meeting at 6:39 PM.

# *Proclamation*

## *of the Camden County Board of Commissioners*

### *Recognizing Employee of the Quarter*

**WHEREAS**, the Employee Recognition Committee is pleased to announce that Janice Beckham has been named Employee of the Quarter for the 4<sup>th</sup> Quarter of Fiscal Year 2016; and

**WHEREAS**, Janice's commitment to the Camden County Office of Finance & Budget began on March 23, 2015 where she currently serves as Senior Accountant. Her willing attitude, and diligent work ethic have played an important role in the growth and success of this organization; and

**WHEREAS**, Janice's motto is "Give it to me, I can do that." She is always willing to do get the job done regardless if it is her direct responsibility or not; and

**WHEREAS**, she has been described by her peers as having impeccable attention to detail, a greater understanding of the job, a sense of teamwork, and a positive attitude; and

**WHEREAS**, it has been said that Janice thinks outside of the box, and tries to discover new and better ways of getting the job done. She does all of this with a professional, pleasant attitude; focusing on achieving the goal even during very stressful times; and

**WHEREAS**, when faced with a problem she always comes to management with suggestions for a solution. Janice goes above and beyond every day and sets a high bar for being efficient, effective, accurate, and does it all with a smile; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS** that the members of this body recognize Janice Beckham as Employee of the Quarter for Camden County Government, and, we hereby express our gratitude for her continued efforts and commitment.

**PROCLAIMED this 16<sup>th</sup> day of August, 2016**

**BY:** \_\_\_\_\_  
James H. Starline, Chairman  
Camden County Board of Commissioners

**ATTEST:** \_\_\_\_\_  
Kathryn A. Bishop, County Clerk

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**CONSENT AGENDA ITEM: 1**

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**SUBJECT:** Consideration of approval of Equitable Sharing Agreement and Certification.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 8, 2016

**BUDGET INFORMATION:** See attached agreement for detail.

**COMMISSION ACTION REQUESTED ON:** August 16<sup>th</sup>

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**PURPOSE:**

To request that the Board of Commissioners:

- a. Approve the Federal Sharing Agreement and Certification as presented by staff.

**HISTORY:**

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1. This Federal Equitable Sharing Agreement sets forth the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
2. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program.
3. Receipt of the signed Equitable Sharing Agreement and Certification is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**FACTS & ISSUES:**

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1. Under the guidelines of the program, the funds received cannot be used to replace or supplement the Sheriff's Office regularly budgeted monies.
2. The Sheriff's Office must directly benefit from the funds or property received.
3. Any violation of the guidelines or compliance would result in termination from the program.
4. Guidelines require that the head of your governing body must execute the agreement, a governing body is the person or entity that has appropriations authority over the Sheriff's Office. That is, the legislative authority to approve your agency's annual budget.
5. Previously, the Sheriff's Office has participated in the program with great success.

**OPTIONS:**

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1. Approve the Federal Sharing Agreement and Certification
2. Deny this item.
3. Table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:** Staff recommends approval of this item.

**DEPARTMENT:**

Prepared by:

*Debbie Gordon,*

*Chief Finance Officer, CCSO*

**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myers*

**IF APPLICABLE:**

Finance Review:

*Mike Fender*

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## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0200000  
**Agency Name:** Camden County Sheriff's Office  
**Mailing Address:** Po Box 699  
 Woodbine GA 31569

**Type:** Sheriff's Office

**Finance Contact**  
**Name:** Gordon, Debbie  
**Phone:** 9125105117  
**Email:** dlgordon@co.camden.ga.us

**ESAC Preparer**  
**Name:** Gordon, Debbie  
**Phone:** 9125105117  
**Email:** dlgordon@co.camden.ga.us

**Last FY End Date:** 6/30/2016  
**Agency Current FY Budget:** \$6,130,291.00

### Annual Certification Report

#### Summary of Equitable Sharing Activity

#### Justice Funds <sup>1</sup>

#### Treasury Funds <sup>2</sup>

1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$404,617.61	\$8,292.66
2	Equitable Sharing Funds Received	\$25,603.96	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$926.93	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$431,148.50	\$8,292.66
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$202,212.81	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$228,935.69	\$8,292.66

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

#### Summary of Shared Funds Spent

#### Justice Funds

#### Treasury Funds

a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$2,500.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$2,935.81	\$0.00
d	Law enforcement equipment	\$196,777.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
	<b>Total</b>	<b>\$202,212.81</b>	<b>\$0.00</b>

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment?  YES  NO

## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes     No

### Agency Head

Name: Proctor, James K.  
Title: Sheriff  
Email: sheriff@co.camden.ga.us

### Governing Body Head

Name: Starline, James H.  
Title: Chairman Board of Commissioner  
Email: jstarline@co.camden.ga.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**CONSENT AGENDA ITEM: 2**

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**SUBJECT:** Resolution regarding O.C.G.A. § 36-80-20 (b) (2) - Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 10, 2016

**BUDGET INFORMATION:** N/A

**COMMISSION ACTION REQUESTED ON:** August 16<sup>nd</sup>

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**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the approval of a Resolution regarding O.C.G.A. § 36-80-20 (b) (2) - Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority.

**HISTORY:**

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- 1. O.C.G.A. § 36-80-20 (a) - *Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority* states that every motor vehicle which is owned or leased by any county, municipality, regional commission, county or independent school system, commission, board, or public authority or which has been purchased or leased by any public official or public employee with public funds shall have affixed to the front door on each side of such vehicle a clearly visible decal or seal containing the name of or otherwise identifying such governmental entity.

**FACTS & ISSUES:**

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- 1. O.C.G.A § 36-80-20 (b) states that the requirements of subsection (a) of this Code section shall not apply to the following:

Any vehicle owned or leased by a county, municipality, or public housing authority expressly excepted from the provisions of this Code section by ordinance or **resolution adopted by the governing authority of a county**, municipality, or public housing authority following a public hearing on the subject held no more than 14 days prior to the adoption of the resolution or ordinance.

Any such public hearing shall be advertised one time in the legal organ of the county at least seven days prior to the hearing date.

Any such exemption under this paragraph shall be for a period of no more than 12 months at a time and may be renewed annually following a public hearing as required by this paragraph and advertisement as required by this paragraph.

2. The public hearing was duly advertised in the legal organ according to the statute and held on Tuesday, August 2, 2016.
3. No comments were offered wither in favor or in opposition of this item.

**OPTIONS:**

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1. Motion to approve the Resolution as presented.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

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1. County Attorney has reviewed this item and recommends approval as presented.

**DEPARTMENT:**

Prepared by:

*Katie Bishop, County Clerk*

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**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myers*

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**IF APPLICABLE:**

Finance Review:

*N/A*

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**A RESOLUTION OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS  
ENFORCING O.C.G.A §36-80-20 (B) (2) - DECAL OR SEAL REQUIRED ON VEHICLES  
OWNED OR LEASED BY ANY COUNTY, MUNICIPALITY, REGIONAL COMMISSION,  
SCHOOL SYSTEM, COMMISSION, BOARD, OR PUBLIC AUTHORITY.**

**WHEREAS**, the Official Code of Georgia Annotated §36-80-20 (B) (2) states that any vehicle owned or leased by a county, municipality, or public housing authority expressly excepted from the provisions of this Code section by ordinance or resolution adopted by the governing authority of a county, municipality, or public housing authority following a public hearing on the subject held no more than 14 days prior to the adoption of the resolution or ordinance. Any such public hearing shall be advertised one time in the legal organ of the county at least seven days prior to the hearing date. Any such exemption under this paragraph shall be for a period of no more than 12 months at a time and may be renewed annually following a public hearing as required by this paragraph and advertisement as required by this paragraph; and

**WHEREAS**, in accordance with the Law a Public Hearing was held on August 2, 2016 to gather public input on the exempting of marking on certain public vehicles; and

**WHEREAS**, this will allow the same exemption and consistency that is currently authorized to the Executive Head of any Department of the State of Georgia; and

**WHEREAS**, the Camden County Board of Commissioners authorizes for the County provided vehicles driven by the County Administrator to have a non-affixed seal pursuant to O.C.G.A §36-80-20 (B) (2); and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF  
CAMDEN COUNTY, GEORGIA THAT:**

The vehicles provided for official use by the County Administrator of Camden County, Georgia shall have a non-affixed seal as provided by O.C.G.A §36-80-20 (B) (2).

Adopted and approved in lawful assembly this 16<sup>th</sup> day of August, 2016.

**CAMDEN COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
James H. Starline, Chairman

\_\_\_\_\_  
Kathryn A. Bishop, County Clerk

SEAL

TITLE 36. LOCAL GOVERNMENT  
PROVISIONS APPLICABLE TO COUNTIES, MUNICIPAL CORPORATIONS, AND OTHER  
GOVERNMENTAL ENTITIES  
CHAPTER 80. GENERAL PROVISIONS

O.C.G.A. § 36-80-20 (2015)

§ 36-80-20. Decal or seal required on vehicles owned or leased by any county, municipality, regional commission, school system, commission, board, or public authority

(a) Every motor vehicle which is owned or leased by any county, municipality, regional commission, county or independent school system, commission, board, or public authority or which has been purchased or leased by any public official or public employee with public funds shall have affixed to the front door on each side of such vehicle a clearly visible decal or seal containing the name of or otherwise identifying such governmental entity.

(b) The requirements of subsection (a) of this Code section shall not apply to:

(1) Any vehicle used for law enforcement or prosecution purposes; or

(2) Any vehicle owned or leased by a county, municipality, or public housing authority expressly excepted from the provisions of this Code section by ordinance or resolution adopted by the governing authority of a county, municipality, or public housing authority following a public hearing on the subject held no more than 14 days prior to the adoption of the resolution or ordinance. Any such public hearing shall be advertised one time in the legal organ of the county at least seven days prior to the hearing date. Any such exemption under this paragraph shall be for a period of no more than 12 months at a time and may be renewed annually following a public hearing as required by this paragraph and advertisement as required by this paragraph.

**HISTORY:** Code 1981, § 36-80-20, enacted by Ga. L. 2000, p. 486, § 1; Ga. L. 2001, p. 1059, § 1; Ga. L. 2008, p. 181, § 16/HB 1216.

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**CONSENT AGENDA ITEM: 3**

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**SUBJECT:** Joint Resolution to establish the 2018 Camden County, City of Kingsland, City of St. Marys, City of Woodbine Joint Comprehensive Plan Workgroup.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 10, 2016

**BUDGET INFORMATION:** N/A

**COMMISSION ACTION REQUESTED ON:** August 16<sup>nd</sup>

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**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the approval of a Joint Resolution to establish the 2018 Camden County, City of Kingsland, City of St. Marys, City of Woodbine Joint Comprehensive Plan Workgroup..

**HISTORY:**

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- 1. The Georgia Planning Act of 1989 established the Minimum Planning Standards and Procedures for Local Comprehensive Planning, and requires that local governments prepare a Comprehensive Plan every ten (10) years.

**FACTS & ISSUES:**

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- 1. The Joint Comprehensive Plan currently in place will expire in 2017 and the County has worked previously with neighboring jurisdictions to plan regionally for a coordinated long-term vision.
- 2. The Joint Resolution provide for the establishment of a professional technical support in the form of the Workgroup.
- 3. The Coastal Regional Commission and the Georgia Department of Community Affairs has pledged to provide their assistance to once again accomplish a Joint comprehensive Plan for Camden County and the three (3) Cities.

**OPTIONS:**

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- 1. Motion to approve the Joint Resolution as presented.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

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- 1. Staff recommends approval of this item as presented.

**DEPARTMENT:**

Prepared by:

*Katie Bishop, County Clerk*

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**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myers*

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**IF APPLICABLE:**

Finance Review:

*N/A*

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**RESOLUTION #2016-16**

**TO ESTABLISH THE 2018 CAMDEN COUNTY, CITY OF KINGSLAND, CITY OF ST MARYS,  
CITY OF WOODBINE JOINT COMPREHENSIVE PLAN WORKGROUP**

STATE OF GEORGIA

COUNTY OF CAMDEN

**WHEREAS**, the Georgia Planning Act of 1989 established the Minimum Planning Standards and Procedures for Local Comprehensive Planning; and

**WHEREAS**, the Georgia Planning Act requires that local governments prepare a Comprehensive Plan every ten years; and

**WHEREAS**, the Camden County, City of Kingsland, City of St Marys, City of Woodbine Joint comprehensive Plan currently in place will expire in 2017; and

**WHEREAS**, the City of Kingsland has worked previously with neighboring jurisdictions to plan regionally for a coordinated long-term vision for the communities of Camden County; and

**WHEREAS**, Camden County, the City of Kingsland, the City of St Marys, and the City of Woodbine have resolved to provide professional technical support in the form of the Workgroup; and

**WHEREAS**, the Coastal Regional Commission and the Georgia Department of Community Affairs has pledged to provide their assistance to once again accomplish a Joint comprehensive Plan for Camden County and its cities;

**NOW THEREFORE** be it resolved by the City Council of the City of Kingsland that the 2018 Joint Comprehensive Plan Workgroup shall be established to accomplish a Plan per the requirements of the Georgia Planning Act of 1989.

**SO PASSED AND APPROVED** this 11<sup>th</sup> day of July, 2016.

CAMDEN COUNTY BOARD OF COMMISSIONERS

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

James H. Starline, Chair

**Attest:** \_\_\_\_\_

Kathryn A. Bishop, County Clerk

CLERK'S CERTIFICATE

I, Kathryn A. Bishop, the duly appointed, qualified and acting County Clerk of Camden County, Georgia, do hereby certify that the attached resolution was duly adopted by the Chair and Commissioners of the Camden County Board of Commissioners, at its regular meeting held on August 16, 2016 and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County this 16<sup>th</sup> day of August, 2016.

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Kathryn A. Bishop, County Clerk

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**CONSENT AGENDA ITEM: 4**

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**SUBJECT:** Budget Amendments for the FY 2016 and FY 2017 budget.

- Recommendation
- Policy Discussion
- Status Report
- Action Item

**DATE:** August 10, 2016

**BUDGET INFORMATION:**

Revenues: See attached

Expenses: See attached

Funding Source: See attached for possible future funding

**COMMISSION ACTION REQUESTED ON:** August 16<sup>th</sup>

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**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the budget amendments regarding the changes needed to the FY 2016 and FY 2017 budget.

**HISTORY:**

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1. The amounts reflected are based on additional revenue collections and various costs additions during the fiscal year such as computer equipment, historical preservation, health claims, performance bonus, etc. These type of amendments are done each year at this time to better reflect the actual collections and expenses for the fiscal year.
2. Since the adoption of the FY 2017 budget, approved events now require that we balance the budget to reflect the events in the budget line item. It is for the General Fund to reflect the additional costs related to the Spaceport project. This increase has been discussed with the Board previously and is needed to continue the EIS study.

**FACTS & ISSUES:**

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1. Please see the attached detail by line item recommended amendments for the General Fund, Law Library Fund, Unincorporated Tax District Fund, Hotel/Motel Tax Fund, and the GA Transportation Fund.

**OPTIONS:**

---

1. Motion to approve the FY 2016 and FY 2017 budget amendments under consent agenda.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

1. Approve the FY 2016 and FY 2017 budget amendments as presented.

**DEPARTMENT:**

Prepared by:

*Mike Fender, Director*

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**IF APPLICABLE:**

County Attorney Review:

N/A

---

**IF APPLICABLE:**

Finance Review:

N/A

---

**A RESOLUTION TO AMEND THE 2015 - 2016 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS**

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize the receipt of additional revenue collections and correct expenses for the fiscal year,

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

Budget Acct	Adopted Bud	Net Change	Proposed Bud	Description of Change
0000 - 31.1100	\$ 12,754,400	\$ 572,500	\$ 13,326,900	Increase in revenue - Current Year Taxes
0000 - 31.1101	1,192,700	(76,500)	1,116,200	Decrease in revenue - Economic Development Taxes
0000 - 31.1200	724,700	(122,450)	602,250	Decrease in revenue - Prior Year Taxes
0000 - 31.1310	524,800	44,800	569,600	Increase in revenue - Vehicles
0000 - 31.1120	87,600	136,200	223,800	Increase in revenue - Timber Taxes
0000 - 31.1315	1,005,800	121,400	1,127,200	Increase in revenue - TAVT
0000 - 31.1600	64,500	32,200	96,700	Increase in revenue - Real Estate Transfer Tax
0000 - 31.1605	176,400	53,300	229,700	Increase in revenue - Intangible Tax
0000 - 31.3100	3,402,300	(252,500)	3,149,800	Decrease in revenue - Local Option Sales Tax
0000 - 31.6100	24,400	19,100	43,500	Increase in revenue - Business Occp Tax
0000 - 31.9110	324,100	76,100	400,200	Increase in revenue - Pen & Int Taxes
0000 - 32.1320	26,400	11,900	38,300	Increase in revenue - Planning Inspections
0000 - 32.2100	64,200	24,500	88,700	Increase in revenue - Building Permits
0000 - 33.4103	15,000	19,300	34,300	Increase in revenue - EMA Grants
0000 - 33.4104	35,500	34,400	69,900	Increase in revenue - Senior Citizens Grant
0000 - 34.1600	145,300	17,000	162,300	Increase in revenue - Vehicle Agent Fees
0000 - 34.1940	576,400	35,500	611,900	Increase in revenue - Commissions Taxes
0000 - 34.2600	2,037,200	141,200	2,178,400	Increase in revenue - EMS Fees
0000 - 35.1110	353,400	51,300	404,700	Increase in revenue - Superior Court
0000 - 35.1130	92,300	14,200	106,500	Increase in revenue - Magistrate Court
0000 - 35.1140	1,481,200	107,500	1,588,700	Increase in revenue - Probate Court
0000 - 35.2000	48,600	34,100	82,700	Increase in revenue - Sheriff's Office
0000 - 36.1000	18,400	27,700	46,100	Increase in revenue - Interest Earned
0000 - 38.9005	19,210	12,500	31,710	Increase in revenue - Insurance Reimb
0000 - 39.2100	-	22,600	22,600	Increase in revenue - Surplus Property
		<u>\$ 1,157,850</u>		
1110 - 52.2100	\$ -	\$ 3,106	\$ 3,106	Grant Writer postion - Board of Comm
1110 - 53.1100	-	16,500	16,500	Notebooks and software for meetings - Board of Comm
1130 - 51.1100	41,302	3,000	44,302	Salaries (Perf Award & Summer Grant) - County Clerk
1506 - 52.1300	900,000	41,300	941,300	Space Port Consultants - Special Appropriations
1506 - 57.4000	150,000	163,200	313,200	Bad Debt - additional old EMS accounts-Special Approx
1530 - 52.1201	35,500	5,200	40,700	Legal Fees - additional costs for cases
1555 - 51.2121	2,154,000	16,900	2,170,900	Administration (claims) - Employee Health Benefits
1556 - 55.2200	88,200	15,200	103,400	Current Claims - Worker's Compensation
1557 - 52.3100	209,200	1,100	210,300	Vehicle Insurance - add vehicles added during the year
1558 - 52.1251	-	4,500	4,500	Contract Services - add hours for doctor coverage
1565 - 53.1130	80,000	50,800	130,800	Rep & Maint - Facilities (Lib/Facilities/Health/Gov Serv)
2250 - 52.3614	-	500	500	Dist Attorney - Court witness fees
2500 - 51.1100	221,343	14,000	235,343	Salaries - Probate Court (additional personnel)
2500 - 52.1318	-	6,200	6,200	Probate Court - Legal Fees (additional attorney hours)
2500 - 52.1201	-	7,500	7,500	Probate Court - Vital Statistics
2600 - 51.1100	145,700	7,400	153,100	Salaries - Juvenile Court (Perf awards and year end)
2600 - 52.3620	3,500	6,900	10,400	Ind Defense - Juvenile Court (outside attorney)
3300 - 51.1300	26,930	42,500	69,430	Overtime - Sheriff
3600 - 51.1300	321,455	223,100	544,555	Overtime - EMS
3910 - 51.1100	112,539	9,200	121,739	Salaries - Animal Control, increase in hours
5144 - 53.1135	56,000	6,600	62,600	Salaries - Mosquito Control chemicals
		<u>\$ 644,706</u>		
0000 - 39.9999	4,595,365	(513,144)	4,082,221	Proceeds Carried Forward - Fund Balance

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

A RESOLUTION TO AMEND THE 2015-2016 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize additional revenues and new shelving expenses,

That the above transactions can be fulfilled by changing the following budget accounts in the Jail and Staffing Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 35.1914	\$ 89,750	\$ 47,700	\$ 137,450	Increase in revenue - Probate Court
0000 - 52.1202	-	47,700	47,700	Contracted Services - Medical for Prisoners

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
James H. Starline, Chairman

Attest :

\_\_\_\_\_  
Katie Bishop, County Clerk

A RESOLUTION TO AMEND THE 2015-2016 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize additional revenues and overtime and heavy equipment supplies expenses,

That the above transactions can be fulfilled by changing the following budget accounts in the Unincorporated Tax District Fund :

Budget Acct	Adopted Bud	Net Change	Proposed Bud	Description of Change
0000 - 31.1100	\$ 176,156	\$ 94,200	\$ 270,356	Increase in revenue - Property Taxes
0000 - 31.1315	27,208	20,900	48,108	Increase in revenue - TAVT
0000 - 31.6200	811,138	30,200	841,338	Increase in revenue - Insurance Premiums Tax
3500 - 51.1300	31,793	22,200	53,993	Salaries - O/T
3500 - 54.2600	5,600	123,100	128,700	Other Equipment

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
James H. Starline, Chairman

Attest :

\_\_\_\_\_  
Katie Bishop, County Clerk

A RESOLUTION TO AMEND THE 2015-2016 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize additional tax fees and contract transfers expenses,

That the above transactions can be fulfilled by changing the following budget accounts in the Hotel/Motel Tax Fund :

Budget Acct	Adopted Bud	Net Change	Proposed Bud	Description of Change
0000 - 31.4100	\$ 21,200	\$ 8,300	\$ 29,500	Increase in revenue - Hotel/Motel Taxes
0000 - 57.2003	21,200	8,300	29,500	Transfer to St Marys Contract

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
James H. Starline, Chairman

Attest :

\_\_\_\_\_  
Katie Bishop, County Clerk

A RESOLUTION TO AMEND THE 2015-2016 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize additional tax fees and contract transfers expenses,

That the above transactions can be fulfilled by changing the following budget accounts in Capital Improvement Fund :

Budget Acct	Adopted Bud	Net Change	Proposed Bud	Description of Change
0000 - 37.1000	\$ -	\$ 25,000	\$ 25,000	Increase in revenue - NRA, Gun Range
0000 - 39.1100	379,088	48,800	427,888	Operating Transfer In
0000 - 52.1230	-	73,800	73,800	Road Projects

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
James H. Starline, Chairman

Attest :

\_\_\_\_\_  
Katie Bishop, County Clerk

A RESOLUTION TO AMEND THE 2016 - 2017 FISCAL  
BUDGET RESOLUTION FOR THE CAMDEN COUNTY  
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize the planned additional cost related to the economic development of Space Port,

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 39.9999	\$ 673,300	\$ 206,800	\$ 880,100	Use of Fund Balance
1506 - 52.1300	\$ 550,000	\$ 206,800	\$ 756,800	Increase outside scope work for the EIS study

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
James H. Starline, Chairman

Attest :

\_\_\_\_\_  
Katie Bishop, County Clerk

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM: 5**

---

**SUBJECT:** Consideration of approval of the Moreland Altobelli Associates, Inc Work Authorization 12722, SA #2.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** July 29, 2016

**BUDGET INFORMATION:** This is a non-reimbursable expense of the right-of-way for Kingsland By-Pass Phase I.

**REVENUES:** N/A

**EXPENSES:**

ANNUAL: N/A  
CAPITAL: \$73,290.00  
OTHER: N/A

**FUNDING SOURCE:** SPLOST

**COMMISSION ACTION REQUESTED ON:** August 16, 2016

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider approving the Moreland Altobelli Associates, Inc Work Authorization 12722, SA #2.

**HISTORY:**

- 
1. Camden County has an agreement with Moreland Altobelli for right-of-way services on 112 parcels of property.
  2. Four (4) Parcels were added to the project after this agreement. This was due to parcel splits.
  3. Five (5) parcels were upgraded by GDOT in the appraisal method.
  4. Two (2) parcels were negotiated and then transferred to new owners before we could close, which added with the new parcels made 6 new negotiations.
  5. The administrative reviews, or appeals are counter offers made by the property owner that required justification.

**FACTS & ISSUES:**

- 
1. With right-of-way taking 3 years to complete, there were parcel splits and ownership changes that created additional services to the scope of the project.

**OPTIONS:**

---

1. Motion to approve the work authorization as presented.
2. Motion to deny the work order, and authorize staff to further negotiate with the consultant.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

1. Staff recommends the approval of the work authorization, as it only covers items necessary to complete the project that are above the original scope of work.

**DEPARTMENT:**

Prepared by:

*Scott Brazell*

---

**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myers*

---

**IF APPLICABLE:**

Finance Review:

*Mike Fender*

---



Thomas D. Moreland, PE  
Chairman/CEO

Buddy Gratton, PE  
President

Vickie E. Moreland  
Executive Vice President/CFO

George M. Byrd, PE  
Senior Vice President

J. Holly Moreland  
Vice President

Richard C. Boultain, PE  
Vice President

Henry E. Collins, Jr.  
Vice President

Bradley M. Hale, PE  
Vice President

Albert J. Joyner, Jr.  
Vice President

L.N. Manchi, PE  
Vice President

Joe McGrew, PE  
Vice President

**WORK AUTHORIZATION**

**TO:** Moreland Altobelli Associates, Inc. **WORK ORDER NO. 12722, SA #2**

**FROM:** Camden County Board of Commissioners

**DATE:** July 20, 2016

**Project:** CSSTP-0007-00 (414) Camden County  
Colerain Road Widening, from I-95 to Kings Bay Road

**Task:** Right of Way Acquisition Services:

**FEES:** \$73,290 for additional right of way services per the attached fee proposal

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_  
CAMDEN COUNTY BOARD OF COMMISSIONERS

Signed: Thomas D. Moreland DATE: 7/20/16  
THOMAS D. MORELAND  
MORELAND ALTABELLI ASSOCIATES, INC.





Date: July 11, 2016  
 CSSTP-0007-00(414)  
 Colerain Rd Widening from I-95 to Kings Bay Rd; Camden County  
 MA Project #: 12722 SA #2 for additional services

Task:

*Add'l Appraisals:*

388C appraisal format [ 'A' parcels]      4 reports @ \$1,800 per parcel	\$7,200
388N appraisal format [Keppsell] 5 reports @ \$2,500 per parcel	\$12,500

*Staking:*

Parcels 1, 6, 7 & 37	\$5,290
----------------------	---------

*Negotiations:*

4 'A ' parcels & 2 parcels with new owners @ \$1,800 per parcel	\$10,800
---	----------

*Administrative Review [Appeals]*

23 parcels @ \$1,500 per parcel	\$34,500
---------------------------------	----------

*Closing Package Preparation:*

6 add'l packages @ \$ 500 per parcel	\$3,000
--------------------------------------	---------

<b>Total for additional services covered under Supplemental Agreement #2</b>	<b>\$73,290</b>
--	-----------------

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM: 6**

---

**SUBJECT:** Approval of grant application submittal to Firehouse Subs Automated External Defibrillator (AED) gift program.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 8, 2016

**BUDGET INFORMATION:** No funds are associated with this grant.

**COMMISSION ACTION REQUESTED ON:** August 16, 2016

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider a grant application submittal to Firehouse Subs Automated External Defibrillator (AED) gift program.

**HISTORY:**

---

- 1. This s new grant submittal request.

**FACTS & ISSUES:**

---

- 1. No funds are associated with this grant.
- 2. Recipients receive AED equipment.
- 3. SO is requesting Cardiac Science G5 Multilingual – Package include: 2 sets of electrodes, carry case, and ready kit.
- 4. Application due August 26, 2016.

**OPTIONS:**

---

- 1. Motion to approve the request for grant application submittal to Firehouse Subs Automated External Defibrillator (AED) gift program.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

- 1. To be determined by the Board.

**DEPARTMENT:**

Prepared by:

*Julie Haigler,  
Grants Manager*

**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myer*

**IF APPLICABLE:**

Finance Review:

*Mike Fender*

---

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM: 7**

---

**SUBJECT:** Approval to submit a grant to the State Farm Foundation.

- ( ) Recommendation
- ( ) Policy Discussion
- ( ) Status Report
- ( ) Action Item
- ( ) Other

**DATE:** August 5, 2016

**BUDGET INFORMATION:**

REVENUES: \$35,000

EXPENSES: \$35,000

ANNUAL: N/A

CAPITAL: N/A

OTHER: N/A

FUNDING SOURCE: Grant request

**COMMISSION ACTION REQUESTED ON:** August 16<sup>th</sup>

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the submittal of a grant application to the State Farm Foundation safety grant program.

**HISTORY:**

---

1. This is a new request for funding.

**FACTS & ISSUES:**

---

1. The Sheriff's Office would like to replace equipment in their current training room.
2. Funds will be used to purchase and install new equipment.
3. The equipment (laptops, projector, screen, tables, and chairs) will be set up classroom style and the trainers will provide instruction to other officers and public participants.
4. The training topics will include: auto & roadway safety, teen driver education, and disaster preparedness.
5. The equipment can also be taken offsite to a school or other public venues for training.
6. Request amount: \$35,000
7. There is no match required.

**OPTIONS:**

---

1. Motion to approve the submittal of a grant to the State Farm Foundation with no match required.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

1. To be determined by the Board.

**DEPARTMENT:**

Prepared by:

Julie Haigler

---

**IF APPLICABLE:**

County Attorney Review:

N/A

---

**IF APPLICABLE:**

Finance Review:

Mike Fender

---



## COMMUNITY

### Good Neighbor Citizenship® Company Grants

We make it our business to be like a good neighbor, helping to build safer, stronger and better educated communities across the United States. Through our company grants, we focus on three areas: safety, education, and community development.

The State Farm Companies Foundation® and State Farm® value inclusiveness and diversity. Therefore, charitable funding is intended to advance access, equity, and inclusiveness while discouraging harmful discrimination based on age, political affiliation, race, national origin, ethnicity, gender, disability, sexual orientation or gender identity, or religious beliefs.

#### Eligible Organizations

Our charitable contributions are awarded to:

- **Government entities**

Request a Grant

State Farm grant applications for 2017 will be available beginning Thursday, **September 1, 2016 through Monday, October 31, 2016.**

Nationally, we support communities through social investments and countrywide relationships. At a local level, our company grants focus on three areas: safety, education, and community development.

#### Safety Grants

**State Farm values the importance of keeping our neighbors safe.**

**Our funding is directed toward:**

- **Auto and roadway safety**
- **Teen Driver Education**
- **Home safety and fire prevention**
- **Disaster preparedness**
- **Disaster recovery**

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM: 8**

---

**SUBJECT:** Approval to award bid for purchase of a new commercial boom mower for Public Works

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 12, 2016

**BUDGET INFORMATION:**

REVENUES: N/A

EXPENSES:

ANNUAL: N/A  
CAPITAL: N/A  
OTHER: \$149,750.00

FUNDING SOURCE: SPLOST VII-327.5-0000.54.2600

**COMMISSION ACTION REQUESTED ON:** August 16<sup>th</sup>

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider and approve purchase of Commercial Boom Mower including optional saw head.

**HISTORY:**

---

1. Camden Purchasing publicly advertised and solicited proposals to purchase a new Commercial Boom Mower to which one bid and 3 quotes based on State Contract Pricing.
2. Reynolds-Warren Equipment Co, Lake City, GA was most responsive on price, delivery time frame, cost of ownership and meeting the safety and equipment specifications.

**FACTS & ISSUES:**

---

1. A new Commercial Boom Mower for Public Works can be paid with SPLOST VII funds. This purchase will be adding an additional commercial boom mower to Public Works Fleet.
2. Reynolds-Warren Equipment Company responded with the shortest delivery timeframe, the lowest price for the machine, and lowest cost of ownership with onsite repairs.
3. No Buyback option.
4. Reynold-Warren Equipment Company's quote is \$9,500 more than Adams Equipment. However, Public works director feels it is the safer option.

**OPTIONS:**

---

1. Motion to approve the request to purchase commercial Boom Mower from Reynolds-Warren Equipment Company
2. Motion to decline the request to purchase commercial Boom Mower from Reynolds-Warren Equipment Company
3. Motion to table this item.
4. Other action by the board.

**DEPARTMENT RECOMMENDED ACTION:**

1. Department recommends to purchase Commercial Boom Mower from Reynolds-Warren Equipment Co.

**DEPARTMENT:**

Prepared by:

*Alethea Harris*

---

**IF APPLICABLE:**

County Attorney Review:

*N/A*

---

**IF APPLICABLE:**

Finance Review:

*Mike Fender*

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# SUBMITTED PRICE QUOTES

**Commercial Boom Mower - RFP 2017-101 - 8/11/16 2PM**

<i>Company</i>	<b>Reynolds Warren Equipment</b>	<b>Adams Equipment</b>	<b>Flint Equipment Co</b>	<b>Adams Equipment</b>
<b>Brand</b>	<b>Mowermax</b>	<b>Tiger</b>	<b>DEERE</b>	<b>DEERE</b>
<b>Model</b>	<b>Boom Mower</b>	<b>Tiger</b>	<b>Alamo</b>	<b>Tiger Truckat</b>
<b>Sale Price Delivered to Woodbine</b>	\$139,000.00	\$130,507.58	\$150,647.83	\$187,793.20
<b>Optional Saw Head</b>	\$10,750.00	\$5,193.90	\$17,000.00	\$5,193.90
<b>Optional Flai Mower</b>	\$12,950.00	\$10,775.70	\$0.00	\$10,775.70
<b>Total Before BuyBack</b>	<b>\$162,700.00</b>	<b>\$146,477.18</b>	<b>\$167,647.83</b>	<b>\$203,762.80</b>
<b>BuyBack (5yr 5,000 hr)</b>	None	None	None	None
<b>Total Cost After BuyBack</b>	\$162,700.00	\$146,477.18	\$167,647.83	\$203,762.80
<b>Total Cost With Saw Head Option</b>	<b>\$149,750.00</b>	\$135,701.48	\$167,647.83	\$192,987.10
<b>Total Days from Order to Delivery</b>	75 Days	90-120 Days	90 days	90-120 Days
<b>Repair Facility From Woodbine</b>	Repair on Site	Dealer Savannah, GA	Brunswick, GA	Dealer Savannah, GA
	Safer Option	Only Mid-Mount State Contract Pricing	Only sell Mid- Mount. GA State Contract	Only Truck- Mount GA State Contract Pricing



*Unsurpassed operator visibility*



*Great for rights of way*



*Extremely versatile tree trimming*

Introducing the revolutionary MowerMax<sup>®</sup> Boom Mower - designed and purpose-built from the ground up to be far superior to the antiquated tractor-mounted boom mower!



The MowerMax<sup>®</sup> has a hydrostatic drive with infinite speeds from 0-20 mph, all wheel drive with industrial tires and forward, both or crab steering. The hydraulic system provides power to drive the vehicle as well as to power the cutter head and control hydraulics. A rear mounted 100 hp Perkins diesel engine provides plenty of power for this application.

- **INCOMPARABLE VISIBILITY** - The cab forward design greatly enhances operator's visibility making for a much better cutting experience.
- **OPTIMUM STABILITY** - The low center of gravity, axle stabilizer system and the industrial tires make it an extraordinarily stable machine.
- **OUTSTANDING MANEUVERABILITY** - 4 wheel steering with 3 steering modes allows the MowerMax<sup>™</sup> to be extremely maneuverable and productive
- **EXTREMELY COMPACT** - Allows for legal transport width in stow and much safer to travel in urban areas.
- **EXCEPTIONALLY SAFE** - The above characteristics & features make for a safer cutting, travel and transport experience.

**Call for a demonstration or check us out online for more information, pictures and video!**

**813-781-0100 • [www.mowermax.com](http://www.mowermax.com) • 813-781-1888**



ROTARY AND FLAIL

# Boom Mowers



DURABILITY

INNOVATION

COMMITMENT

**MACHETE<sup>2</sup>**  
SECOND GENERATION

AVAILABLE ON:

**GA State Contract**

#99999-SPD0000102-003

**SPECIFICATIONS**

- 22' Heavy Duty Machete2 Boom
- 60" Rotary Cutting Deck with Swivel
- Electronic Joystick Control
- John Deere 6110M
- Cab/ 4WD / 16x16PQ / Nokian Tires
- Factory Mounting, Balancing,  
& Delivery

**PACKAGE PRICING: \$148,293.53**

- 25' Machete2 Additional \$2,354.30



# Tiger<sup>TM</sup> ROTARY AND FLAIL TruckKat<sup>TM</sup>



## INNOVATIONS ON THE MOVE

The Tiger TruckKat Boom Mower can be purchased as a turnkey unit with the Ford F550 FWD chassis, or as a truck bed mount designed for 36,000 GVW trucks with Dual steering like the Freightliner M2 series or the International Load Star.

DURABILITY INNOVATION  
COMMITMENT

**CAMDEN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM: 9**

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**SUBJECT:** Acceptance of Online Bill Payment Processing via Acculynk, Inc. for Curbside Collection Services and Planning and Development Permitting & Licensing

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

**DATE:** August 12, 2016

**BUDGET INFORMATION:** Online Bill Payment Processing will not incur a cost to the County.

**COMMISSION ACTION REQUESTED ON:** August 16, 2016

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**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the approval of the Payment Services Agreement with Acculynk, Inc.

**HISTORY:**

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1. Camden County has not previously provided the opportunity to constituents to pay online for curbside collection, business licenses, and building permits, however, many customers ask for the service on a regular basis.
2. Currently, customers can pay for these services using a credit card over the telephone with staff or by visiting the respective department's physical location and paying their invoice at the window with the help of staff.

**FACTS & ISSUES:**

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1. Acculynk agrees to provide certain services, along with two Surface tablets, to Camden County for the purpose of providing a web, mobile and point-of-sale PayPage tab for customers of curbside collection, those applying for building permits, and business owners obtaining their business license.
2. Camden customers can pay bills via their credit cards, debit cards and ACH with an appended convenience fee to be paid by the customer (2.5%).
3. Acculynk will be responsible for reporting and all reconciliation processes with Camden County.
4. Acculynk will accept all chargeback liability thereby relieving Camden County of these charges.

5. By offering expanded online and mobile payment options for customers, Camden County is fulfilling, in part, the mission of providing exceptional customer service as stated in the County's Strategic Plan. In addition, this option will allow for better use of our staff resources.

**OPTIONS:**

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1. Motion to Approve the Payment Services Agreement with Acculynk, Inc.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

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1. To be determined by the Board.

**DEPARTMENT:**

Prepared by:

*Shannon Nettles,  
Director*

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**IF APPLICABLE:**

County Attorney Review:

*Attorney John S. Myers*

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**IF APPLICABLE:**

Finance Review:

*Mike Fender, Director*

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**PAYMENTS SERVICES AGREEMENT**  
**Acculynk and Camden County**

This **Payments Services Agreement** (“Agreement”) is dated this \_\_\_\_ day of August 2016 (“Effective Date”) and is by **CAMDEN COUNTY** (“CAMDEN”) with an address at 200 East 4<sup>th</sup> Street, Woodbine, GA 31569 and **Acculynk, Inc. d/b/a Acculynk Inc.**, (“Acculynk”) having its principal offices at 3225 Cumberland Boulevard, Suite 550, Atlanta, Georgia, 30339.

1. **Services.** Acculynk agrees to provide certain services to CAMDEN for the purpose of providing a web, mobile and point-of-sale (POS) PayPage tab for CAMDEN that enables certain customers of CAMDEN to pay bills via their credit cards, debit cards and ACH with an appended convenience fee paid by CAMDEN customers; specifically, including PIN-debit card, and ACH via a comprehensive and defined ecommerce payments platform as more particularly described in Exhibit A and this Agreement (“Services”). Included in the Services, will be Acculynk’s proprietary Internet PIN Debit Solution – PaySecure. The link to the Acculynk payment solution will be referenced within the CAMDEN website. The solution itself will be hosted by Acculynk on its servers. In addition, Acculynk will be responsible for reporting and all reconciliation processes with CAMDEN. Acculynk warrants that the Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Laws and the practices and standards used in well-managed operations performing services similar to the Services.

Upon mutual agreement between CAMDEN and Acculynk regarding the need to integrate Acculynk’s platform into Tyler Technologies, Inc. (CAMDEN’s current operating system), CAMDEN will coordinate and facilitate any discussions between Acculynk and with respect to any potential integration between Acculynk and Tyler Technologies, Inc.

Unless otherwise expressly provided in this Agreement, all equipment, software, facilities and personnel required for the proper performance of the Services shall be furnished by and be under the control of Acculynk. Acculynk shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order. Acculynk shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Acculynk Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

2. **Contract Documents.** If there is a conflict between any of the following documents (“Contract Documents”), precedence shall be given in the following order:
  1. Agreement
  2. Exhibit A – Payments Services Offered

3. Exhibit B – Scope of Work
  4. Exhibit C – Service Level Agreement
  5. Exhibit D – Fees
3. **Fee Structure.** Beginning on the Effective Date and continuing through the Term of this Agreement, including any Transition Period, Acculynk and CAMDEN shall adhere to the fee structure set forth in Exhibit D.
  4. **Payment Procedures.** Acculynk will be responsible for collecting the convenience fees and the respective amount for each department to be serviced by Acculynk from CAMDEN customers via the Acculynk PayPage. Acculynk will be responsible for remitting the actual bill amount to CAMDEN. Acculynk will retain the convenience fee. Acculynk will be responsible for all payment fees associated with the transaction.
  5. **Term of Agreement.** This Agreement shall become effective upon the Effective Date and shall terminate December 31, 2016 and is subject to automatic renewal January 1, 2017 and each year thereafter as specified herein and pursuant to O.C.G.A. § 36-60-13. It shall continue for an Initial Term of one (1) year thereafter (the “Initial Term”). CAMDEN shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms (each year a “Renewal Period”), according to the procedures set forth in Section 6. The Initial Term and any Renewal Period(s) shall collectively be referred to as the “Term”.
  6. **Termination.** The Agreement may be terminated as follows:

**For Cause.** In the event that (i) either party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days written notice thereof; (ii) either party institutes any bankruptcy or reorganization proceeding, or if any such proceeding is instituted against a party and remains un-dismissed for thirty (30) days; (iii) either party engages in or attempts to engage in fraud; (iv) Acculynk fails to comply with any applicable federal or state laws or regulations applicable to electronic funds transfer (EFT) transactions, payment card industry (PCI) compliance, or Federal Trade Commission or state laws applicable to marketing practices; or (v) any license required by Acculynk to perform its obligations under this Agreement is revoked or suspended by any regulatory authority (each, a “Terminating Event”), then this Agreement may be terminated within seven (7) days of the date on which the complaining party delivers written notice of the terminating event to the other party.

**Without Cause.** After the expiration of the Initial Term, CAMDEN may terminate the Agreement, in whole or in part, without cause at any time upon ninety (90) calendar days’ prior written notice. By way of clarification, CAMDEN shall not be permitted to issue a notice of termination without cause until after the expiration of the Initial Term. Upon the expiration of the ninety (90) day period, Acculynk shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination.

Effect of Termination. Immediately upon termination of this Agreement as provided in this Section 6 and except for the provision of Transition Services during the Transition Period (as defined below): (i) Acculynk will destroy all Confidential Information (defined below) of the other party in their respective possession; (ii) Acculynk will cease using CAMDEN Data (as defined below); and (iii) each party will provide the other with certain Transition Services as defined in Section 10 of this Agreement during a Transition Period not to exceed ninety (90) days. Those provisions that by their nature are intended to survive termination or expiration of this Agreement, will so survive.

7. **Service Level Agreement.** Acculynk acknowledges that the timely provision of Services to CAMDEN is critical to accomplishing the objectives of this Agreement. Acculynk shall comply with the service level agreement (“SLA”) set forth in Exhibit C to this Agreement.
8. **Compliance with Laws.** In performing their respective obligations under this Agreement, each party shall comply with all applicable laws. In particular, Acculynk, as the payment processor, shall be solely responsible and shall comply with all banking laws, Payment Card Industry (PCI) regulations and requirements applicable to the Services under this Agreement, and the applicable rules and regulations of the Card Associations and Debit Networks (collectively, the “Payment Card Regulations”) and shall be responsible for ensuring that all Services performed by Acculynk and all Services and Sales Activities are provided and/or performed in compliance with the Payment Card Regulations.

Acculynk represents and warrants that it has complied with, and will continue to comply with, all federal, state and local laws, rules, regulations and ordinances that apply to the security of Personal Information. Acculynk shall certify annually, during the Term of the Agreement, that it is compliant with the Payment Card Regulations. For purposes of this Section, “Personal Information” means any information provided by the CAMDEN that: (i) identifies an individual, or when used in combination with other information provided by CAMDEN or processed by Acculynk on behalf of CAMDEN identifies an individual; or (ii) includes without limitation debit card data, social security number, tax ID number or other government-issued identifier, home or other physical address. Personal Information can be in any media or format, including electronic records as well as paper-based files. Additionally, Acculynk shall comply with the CAMDEN’s instructions regarding the handling of Personal Information, and Personal Information shall be considered CAMDEN Data hereunder. Acculynk shall take security measures necessary to safeguard Personal Information from unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer or other improper use. Acculynk shall provide CAMDEN with assistance in (a) complying with requests from the person about whom the Personal Information relates, (b) investigating any breach or alleged breach of any provisions in this Section, or violation or alleged violation of applicable privacy or data protection laws relating to such personal data, and (c) responding to and complying with any request or demand made by any court or governmental authority responsible for enforcing data protection laws.

9. **Transition Services.** Upon termination or expiration of this Agreement, a Transition Period not to exceed ninety (90) days shall arise in which the parties agree to continue to abide by

their respective obligations under this Agreement (care, support, payments and other reasonably necessary services) (“Transition Services”) to allow the parties to cease operating under this Agreement in an orderly fashion and to avoid undue disruption to the CAMDEN and its customers. Transition Services shall be provided at the same rates, terms and conditions as set forth in this Agreement.

10. **Representations and Warranty.** The parties make the following representations and warranties in connection with this Agreement. CAMDEN and Acculynk will notify the other party immediately in the event that any of these representations or warranties becomes false during the Term of this Agreement:

- a. As of the Effective Date of this Agreement each party represents and warrants to the other that: (i) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state or country in which it was incorporated; (ii) it has all necessary corporate power and authority to enter into this Agreement, and perform its obligations hereunder; (iii) the execution, delivery and the consummation of the transactions contemplated thereby have each been authorized by all necessary corporate action and do not violate any judgment, order, or decree; (iv) the execution, delivery, performance and consummation of the transactions contemplated by this Agreement do not and will not constitute a material default under any contract by which it or any of its material assets are bound; and (v) it is authorized to do business in the Markets where the Services are provided. Acculynk represents and warrants to CAMDEN that it will comply with all Payment Card Regulations and all other laws and regulations applicable to the Service.
- b. Acculynk represents and warrants that no Acculynk Personnel have been charged with and/or convicted of any crime involving dishonesty, fraud and/or material misrepresentation and that its conduct in connection with this Agreement will be genuine and in good faith and that all Service Applications and Merchant Agreements obtained will be valid and genuine.
- c. Acculynk represents and warrants that it has all of the necessary licenses, registrations, permits, approvals, consents, and legal authorizations required to offer the Services in accordance with the terms and conditions of this Agreement.
- d. Acculynk represents and warrants that it is the sole owner of all right, title and interest to the underlying technology, software and source code for the Services and the Acculynk Platform, or if it is not the sole owner of such rights, that it is an authorized licensee of such rights and has the right to provide the rights set forth in this Agreement;
- e. Acculynk represents and warrants to CAMDEN that the Services performed by Acculynk and Acculynk Personnel will be performed in accordance with the highest industry standards and practices and in accordance with the terms of this Agreement.

- f. Acculynk represents and warrants to CAMDEN that it will not reproduce, translate, reverse compile or assemble, copy, modify, merge, display, transmit, distribute, sublicense, transfer, sell, or otherwise use any information accessed through CAMDEN, in whole or in part, except as may expressly be provided herein.

11. **Confidentiality**. Each party under this Agreement may receive Confidential Information of the other party and agrees to treat such Confidential Information as provided herein.

Confidential Information. A party's "Confidential Information" is defined as any information of the disclosing party, which (i) if disclosed in a tangible form is marked using a legend such as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential, or (ii) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential including without limitation, the terms of this Agreement; financial data, computer programs, contracts, agreements, books, records, correspondence, and customer list(s). The term "Confidential Information," which herein includes "Trade Secrets," as defined by Georgia Law and all CAMDEN user data and customer personal information shall be deemed Confidential Information regardless of whether marked "Confidential."

Confidentiality Obligations. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform its obligations under this Agreement. Such restrictions shall not apply to information which (i) is already known by the recipient, (ii) becomes publicly known through no act or fault of the recipient, (iii) is received by recipient from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the disclosing party's Confidential Information. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the party subject to such requirement shall immediately notify the disclosing party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information. The parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or early termination of this Agreement or until such time as such information becomes public information through no fault of the receiving party. If an officer, director, employee, agent or representative of the receiving party has a need to know Confidential Information or Trade Secrets of the disclosing party ("Representative") and the receiving party discloses such Confidential Information or Trade Secrets to such Representative, Representative shall be advised that such Confidential Information or Trade Secrets are subject to confidentiality obligations and the Representative shall be subject to confidentiality obligations with terms that are substantially similar to the terms

of this Section. The receiving party shall be responsible for any breach of this Agreement by any Representative.

12. **Indemnification.** Acculynk (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless CAMDEN, its officers, directors, employees, and agents against any claim, suit or proceeding of a third party (“Claim”) that is based on or arises out of (i) the Indemnifying Party’s breach of this Agreement, (ii) the acts or omission of the Indemnifying Party, (iii) the Indemnifying Party or its products’ and services’ violation of any applicable law, or (iv) the Indemnifying Party’s infringement of, or alleged infringement of, any third party’s intellectual property rights. The Indemnified Party will provide prompt written notice of the Claim to the other Party, allow the Indemnifying Party to have control of the litigation, and cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in defending or settling such Claim. Further, a party shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an Indemnified Party without the Indemnified Party's written consent, not to be unreasonably withheld. In connection with any such Claim, either party may, at its own expense, have its own counsel in attendance at all public interactions and substantive negotiations at its own cost and expense. Except as otherwise prohibited by Georgia law, the obligation of either party to indemnify the other shall be reduced to the extent that any loss claimed by the Indemnified Party was caused by, or could have been prevented or reduced by, any act or omission of that party.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES: (i) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR, (ii) SHALL THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL ANNUAL MAX PAYABLE UNDER THIS AGREEMENT. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY TO ANY BREACH OF OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION, OBLIGATIONS OF INDEMNIFICATION, OR TO ANY CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF ITS PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO WARRANTY THAT THEIR PRODUCTS OR SERVICES WILL MEET USERS’ REQUIREMENTS, OR THAT THE PRODUCTS OR THE SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE.

CAMDEN SHALL HAVE NO LIABILITY TO ACCULYNK FOR THE FAILURE OF THE PAYMENT SERVICES TO FUNCTION PROPERLY.

14. **Governing Law.** This Agreement will be governed by and construed under the laws of the state of Georgia, without regard to its conflict of laws principles. Both parties irrevocably consent to the jurisdiction of the state courts of the State of Georgia.
  
15. **Entire Agreement.** This Agreement and its Exhibits, which are incorporated herein by this reference, contain the entire understanding between the parties hereto and supersede any prior understandings, inducements or conditions, expressed or implied, written or oral, with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No waiver, alteration, modification or amendment of any of the provisions of this Agreement shall be binding unless expressed in writing and signed by a duly authorized representative of each party to this Agreement. The parties acknowledge and agree that this Agreement is the result of extensive negotiations between the parties hereto and their respective counsel, and that this Agreement shall not be construed against either party by virtue of its role or its counsel's role in drafting it.
  
16. **Notice.** Any notice with reference to this Agreement will be given in writing by mail or by facsimile or email with proof of transmission. Such notice will be deemed to have been served three (3) days after delivery to the postal service or immediately if by facsimile. Notices shall be provided to the following addresses, or to such other address as any party may request.

If to CAMDEN:

**CAMDEN**  
City Clerk's Office  
400 East Main Street  
Camden, GA 30230  
Attn: Lisa Kelly

If to Acculynk:

**Acculynk**  
3225 Cumberland Blvd  
Suite 550  
Atlanta, Georgia 30339  
Attn: Michael DiTano

17. **Severability.** Each provision of this Agreement shall be considered severable, and if a provision is for any reason held to be invalid, all remaining provisions shall be enforceable. If any provision of this Agreement is held to impose a restriction which is unenforceable in scope but could be made enforceable by limiting the scope, the parties agree to a

modification of the invalid or unenforceable provision to the extent required for enforceability.

18. **Benefit & Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that except in connection with a Change of Control of Acculynk, Acculynk may not assign, pledge, delegate or otherwise dispose of any of its rights or its duties under this Agreement without the prior written consent of CAMDEN, which may be withheld in its discretion.
19. **Relationship of the Parties**. This Agreement shall not be considered to create a joint venture, partnership, employment relationship, franchise or any other legal relationship between the parties. This is an arms-length, commercial transaction and neither party shall share or be responsible for the debts and liabilities of the other party nor have the authority to legally bind the other in any manner, except as specifically set forth herein.
20. **Force Majeure**. If either party to this Agreement shall be prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder by reason of any act of God, war, riot, civil commotion, explosion, fire, epidemic, or other circumstance beyond its reasonable control (a “Force Majeure Event”) then such party shall be excused from performance or observance of the obligation so affected for so long as such Force Majeure Event prevents, hinders, or delays such party’s performance hereunder. In the event a Force Majeure prevents a party from performing its obligations under this Agreement for a period of fifteen (15) days or more, the other party may terminate this Agreement upon written notice to the party affected by such Force Majeure Event.
21. **Mediation**. The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement, which the parties are not able to resolve, shall be first addressed by engaging the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties will contact the American Arbitration Association (“AAA”), and request the AAA to recommend a mediator.
22. **No Implied Waivers**. The waiver or failure of either party to exercise in any respect any right or enforce any provision provided for herein shall not be deemed a waiver of any further right herein.
23. **Cumulative Remedies**. The remedies contained herein for the breach of this Agreement are not exclusive, but shall be cumulative, and the pursuit of one remedy shall not be deemed to exclude any and all other remedies which may be pursued at law or in equity.
24. **Fraud and Misrepresentations**. Any written or oral information provided by a party to the other party, directly or indirectly related to the performance of a party’s obligations required by this Agreement, constitutes material representations upon which the receiving party relies

for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Each party agrees to immediately notify the other party of any information provided to a party that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the other party and take corrective action. Each party further agrees to immediately notify the other party of any actions or information that it believes would constitute fraud or intentional misrepresentations to the other party in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations.

25. **Press Release.** Upon signing this Agreement, CAMDEN and Acculynk will issue a mutually agreed upon press release.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized signatories, all as of the date first above written.

**CAMDEN**

**ACCULLINK, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## EXHIBIT A

### PAYMENTS SERVICES OFFERED

#### Payment Services

Acculynk enables CAMDEN to have their customers make purchases through credit cards, debit cards; specifically, including, their signature debit card and PIN-debit card, as well as ACH via a comprehensive and defined ecommerce and a mobile payments platform.

Acculynk will make available the following payment types on CAMDEN's website:

<b>Transaction Type</b>	<b>Description</b>
<b>Internet Pin debit card/PaySecure</b>	The only online PIN Debit solution available in the market. "True" debit card that enables consumers to use their pin. This offers the lowest fees on a card type.
<b>Signature debit card</b>	This is a debit card that acts like a credit card and fees are equal to credit.
<b>Credit card</b>	Traditional Visa/MasterCard driven transaction. Highest fee type on card.
<b>E-check (ACH)</b>	This transaction uses bank account information to electronically process.

Acculynk will provide a fully functional pay pages that will have unique payment functionality. Some of the key product features are detailed below:

- (a) Internet PIN Debit – The only online PIN Debit solution available in the market. Acculynk’s patented network of domestic and PIN Debit cards and affiliated issuers will be available uniquely to customers.
- (b) Fully functional Mobile solution – Fully functional smartphone or tablet based payment platform via mobile website.
- (c) PCI Compliant PayPage tab – Allows CAMDEN to take payments online through their website. The burden of PCI compliance will be managed by Acculynk.
- (d) CAMDEN Reporting Portal – Fully functional portal for CAMDEN with real-time reporting, billing and exception management.

#### Additional Functionality

- CAMDEN will receive the amount due in full and the funds will be available within 24-48 hours for card transactions or after the ACH has cleared.
- Upon a payment at the ecommerce or mobile storefront, Acculynk will send an E-Mail to the constituent, if CAMDEN has the information.

## EXHIBIT B

### STATEMENT OF WORK

1. Name and Address of Customer signing this Statement of Work:

Camden County  
400 East Main Street,  
Camden, GA 30230  
Attn: Lisa Kelly

2. Project Description. Acculynk shall perform the Services identified below for CAMDEN.

General Background: CAMDEN would like to make available to its customers the ability to make certain payments for their bills using the web and/or mobile. Acculynk shall enable the ability to process a transaction using credit cards, Internet PIN debit cards, signature debit cards, pre-paid debit cards and ACH (e-check).

This Statement of Work is dated **August \_\_\_\_**, **2016** (“SOW Effective Date”).

Services: Services shall include, but not be limited to, the following:

- Payment method selection screen. Provide option for constituent to pay via one of the Payment Methods (as defined above).
- The constituent is directed to the payment page where they (i) enter address (or other identifying information); (ii) add or edit mobile number and/or email; & (iii) decide to make a full or partial payment.
- A mobile optimized version of the payment page will be made available.
- The hosted payment pages by Acculynk will carry the branding for the CAMDEN.
- Provide option to pay via ACH (eCheck) or using a card.
- If a debit card can be authorized using internet PIN Debit, the Acculynk patented PIN Pad will be shown to capture the PIN and authorize using a debit network (web interface only).
- For those debit cards that cannot be authorized using Internet PIN debit, the debit card will be authorized using the signature debit rails or other available card methods.
- Allow for the capture of Internet PIN debit on a mobile browser on a tablet, smartphone or hybrid device.
- Allow for the convenience fee to be added to the amount due to CAMDEN by the constituent.
- Get constituent consent to levy a convenience fee to the amount due to CAMDEN.

- Authorize a payment transaction for the sum of the amount due and the convenience fee that will be paid by the constituent.
- Provide online report to CAMDEN of transactions processed based on a date range.

Upon completion of Acculynk’s Services described above, Acculynk shall deliver to Customer a solution that incorporates all of the Services described above.

Below are the high level steps that a user will go through when utilizing the Acculynk system using web.

Step	Step Description
Payment Page	<p><b><u>STEP 1:</u></b></p> <ul style="list-style-type: none"> <li>• Constituent enters payment details.</li> <li>• Constituent agrees to convenience fee in addition to amount due</li> </ul>
Payment completion and receipt	<p><b><u>STEP 2:</u></b></p> <ul style="list-style-type: none"> <li>• A reference number/receipt is provided to the constituent on completion of payment.</li> <li>• Also, an email of the receipt is sent (if constituent information is provided).</li> </ul>
Acculynk Portal Access	<p><b><u>REPORTING:</u></b></p> <ul style="list-style-type: none"> <li>• All transactions processed through the Acculynk gateway will be listed in the portal.</li> <li>• The status of each authorization processed will be reported in the portal.</li> <li>• User access to the portal can be controlled by the administrator.</li> </ul>
End of Day Batch Process	<p><b><u>REPORTING:</u></b></p> <ul style="list-style-type: none"> <li>• The CAMDEN will to given access to Acculynk’s reporting systems to view all successful payments processed during the day.</li> </ul>

Acculynk will support the Acculynk Mobile Solution on all the following smart phone platforms on their respective native browsers:

- a. Apple iPhone 4S and above
- b. Google Android – Ice cream sandwich and above
- c. Windows Phone 8 and above

3. Intellectual Property

Acculynk will retain all Intellectual Property Rights on any customization work performed on the Acculynk platform, including but not limited to, the Acculynk Payment Solution, its scrambling PIN pad, encryption techniques, and leveraging of pseudo values to shroud the integrity of the actual constituent PIN.

4. CAMDEN Responsibilities

1. Work jointly with Acculynk regarding implementation and testing.
2. Implement based on payment channel.

5. Fee Structure

Acculynk shall charge a fixed per transaction convenience fee of 2.5% of the underlying transaction amount for all payment types processed. With regard to POS transactions (i.e., face-to-face payments), CAMDEN will include a fixed percentage convenience fee of 2.5% per transaction associated with face-to-face transactions.

6. Project Delivery Details:

- a. Work Schedule and Project Duration: The Services under this Statement of Work will begin on the SOW Effective Date and continue until the Services are completed. The estimated go-live will be determined collectively between the CAMDEN Council and Acculynk. It is anticipated that the go-live date will be before August 26, 2016. Both Parties will make a best effort to facilitate this date. This Statement of Work does not expire upon completion of the Services but continues until this Statement of Work is terminated pursuant to the terms of the Agreement.

b. Location for Performance of Work: Atlanta, GA.

c. Acceptance Procedures:

CAMDEN shall have five (5) days from the date of delivery of the Services provided by Acculynk in its final form to inspect, test and evaluate it to determine whether CAMDEN is reasonably satisfied with the functionality of the Acculynk Services.

If the Acculynk Services do not satisfy the acceptance criteria, CAMDEN shall give Acculynk written notice stating why the Services are unacceptable. Acculynk shall have thirty (30) days from the receipt of such notice to correct the deficiencies. CAMDEN shall then have five (5) days to inspect, test and evaluate the Acculynk Services. If the Acculynk Services still do not satisfy the acceptance criteria, CAMDEN shall have the option of repeating the procedure set forth above, until acceptance is reached.

If CAMDEN does not give written notice to Acculynk within the initial five (5) day inspection, testing and evaluation period or any extension of that period, that the Acculynk Services do not satisfy the acceptance criteria, CAMDEN shall be deemed to have accepted the Acculynk Services upon expiration of such period.

7. Other Deliverables: N/A

8. Additional Terms:

Acculynk grants to Constituent a royalty-free, non-exclusive, non-transferable license to use, execute, display and perform the Acculynk Payment Solution during the term of the Agreement.

## EXHIBIT C

## SERVICE LEVEL AGREEMENT

This Exhibit sets forth the terms and conditions of the Service Level agreements (“**SLAs**”) provided for Services in connection with the Agreement entered into between the parties (“**Agreement**”). For avoidance of doubt, this Exhibit is subject to the terms and conditions of the Agreement.

- 1) The Acculynk Services and the Acculynk Platform will be available for debit card processing at least 99.9% of the available time in any given month unless subject to a Force Majeure Event affecting Acculynk or scheduled maintenance.
- 2) Acculynk directly will provide product expertise on support questions on an as needed basis.

## EXHIBIT D

## Fees

Fixed Percentage Convenience Fee: Acculynk shall charge a fixed per transaction convenience fee of 2.5% of the underlying transaction amount for all payment types processed. With regard to POS transactions (i.e., face-to-face payments), CAMDEN will include a fixed percentage convenience fee of 2.5% per transaction associated with face-to-face transactions.

These amounts to be collected by Acculynk.

**PAYMENTS SERVICES AGREEMENT**  
**Acculynk and Camden County**

This **Payments Services Agreement** (“Agreement”) is dated this \_\_\_\_ day of August 2016 (“Effective Date”) and is by **CAMDEN COUNTY** (“CAMDEN”) with an address at 200 East 4<sup>th</sup> Street, Woodbine, GA 31569 and **Acculynk, Inc. d/b/a Acculynk Inc.**, (“Acculynk”) having its principal offices at 3225 Cumberland Boulevard, Suite 550, Atlanta, Georgia, 30339.

1. **Services.** Acculynk agrees to provide certain services to CAMDEN for the purpose of providing a web, mobile and point-of-sale (POS) PayPage tab for CAMDEN that enables certain customers of CAMDEN to pay bills via their credit cards, debit cards and ACH with an appended convenience fee paid by CAMDEN customers; specifically, including PIN-debit card, and ACH via a comprehensive and defined ecommerce payments platform as more particularly described in Exhibit A and this Agreement (“Services”). Included in the Services, will be Acculynk’s proprietary Internet PIN Debit Solution – PaySecure. The link to the Acculynk payment solution will be referenced within the CAMDEN website. The solution itself will be hosted by Acculynk on its servers. In addition, Acculynk will be responsible for reporting and all reconciliation processes with CAMDEN. Acculynk warrants that the Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Laws and the practices and standards used in well-managed operations performing services similar to the Services.

Upon mutual agreement between CAMDEN and Acculynk regarding the need to integrate Acculynk’s platform into Tyler Technologies, Inc. (CAMDEN’s current operating system), CAMDEN will coordinate and facilitate any discussions between Acculynk and with respect to any potential integration between Acculynk and Tyler Technologies, Inc.

Unless otherwise expressly provided in this Agreement, all equipment, software, facilities and personnel required for the proper performance of the Services shall be furnished by and be under the control of Acculynk. Acculynk shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order. Acculynk shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Acculynk Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

2. **Contract Documents.** If there is a conflict between any of the following documents (“Contract Documents”), precedence shall be given in the following order:
  1. Agreement
  2. Exhibit A – Payments Services Offered
  3. Exhibit B – Scope of Work
  4. Exhibit C – Service Level Agreement
  5. Exhibit D – Fees

3. **Fee Structure.** Beginning on the Effective Date and continuing through the Term of this Agreement, including any Transition Period, Acculynk and CAMDEN shall adhere to the fee structure set forth in Exhibit D.
4. **Payment Procedures.** Acculynk will be responsible for collecting the convenience fees and the respective amount for each department to be serviced by Acculynk from CAMDEN customers via the Acculynk PayPage. Acculynk will be responsible for remitting the actual bill amount to CAMDEN. Acculynk will retain the convenience fee. Acculynk will be responsible for all payment fees associated with the transaction.
5. **Term of Agreement.** This Agreement shall become effective upon the Effective Date and shall terminate December 31, 2016 and is subject to automatic renewal January 1, 2017 and each year thereafter as specified herein and pursuant to O.C.G.A. § 36-60-13. It shall continue for an Initial Term of one (1) year thereafter (the “Initial Term”). CAMDEN shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms (each year a “Renewal Period”), according to the procedures set forth in Section 6. The Initial Term and any Renewal Period(s) shall collectively be referred to as the “Term”.
6. **Termination.** The Agreement may be terminated as follows:

For Cause. In the event that (i) either party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days written notice thereof; (ii) either party institutes any bankruptcy or reorganization proceeding, or if any such proceeding is instituted against a party and remains un-dismissed for thirty (30) days; (iii) either party engages in or attempts to engage in fraud; (iv) Acculynk fails to comply with any applicable federal or state laws or regulations applicable to electronic funds transfer (EFT) transactions, payment card industry (PCI) compliance, or Federal Trade Commission or state laws applicable to marketing practices; or (v) any license required by Acculynk to perform its obligations under this Agreement is revoked or suspended by any regulatory authority (each, a “Terminating Event”), then this Agreement may be terminated within seven (7) days of the date on which the complaining party delivers written notice of the terminating event to the other party.

Without Cause. After the expiration of the Initial Term, CAMDEN may terminate the Agreement, in whole or in part, without cause at any time upon ninety (90) calendar days’ prior written notice. By way of clarification, CAMDEN shall not be permitted to issue a notice of termination without cause until after the expiration of the Initial Term. Upon the expiration of the ninety (90) day period, Acculynk shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination.

Effect of Termination. Immediately upon termination of this Agreement as provided in this Section 6 and except for the provision of Transition Services during the Transition Period (as defined below): (i) Acculynk will destroy all Confidential Information (defined below) of the other party in their respective possession; (ii) Acculynk will cease

using CAMDEN Data (as defined below); and (iii) each party will provide the other with certain Transition Services as defined in Section 10 of this Agreement during a Transition Period not to exceed ninety (90) days. Those provisions that by their nature are intended to survive termination or expiration of this Agreement, will so survive.

7. **Service Level Agreement.** Acculynk acknowledges that the timely provision of Services to CAMDEN is critical to accomplishing the objectives of this Agreement. Acculynk shall comply with the service level agreement (“SLA”) set forth in Exhibit C to this Agreement.
8. **Compliance with Laws.** In performing their respective obligations under this Agreement, each party shall comply with all applicable laws. In particular, Acculynk, as the payment processor, shall be solely responsible and shall comply with all banking laws, Payment Card Industry (PCI) regulations and requirements applicable to the Services under this Agreement, and the applicable rules and regulations of the Card Associations and Debit Networks (collectively, the “Payment Card Regulations”) and shall be responsible for ensuring that all Services performed by Acculynk and all Services and Sales Activities are provided and/or performed in compliance with the Payment Card Regulations.

Acculynk represents and warrants that it has complied with, and will continue to comply with, all federal, state and local laws, rules, regulations and ordinances that apply to the security of Personal Information. Acculynk shall certify annually, during the Term of the Agreement, that it is compliant with the Payment Card Regulations. For purposes of this Section, “Personal Information” means any information provided by the CAMDEN that: (i) identifies an individual, or when used in combination with other information provided by CAMDEN or processed by Acculynk on behalf of CAMDEN identifies an individual; or (ii) includes without limitation debit card data, social security number, tax ID number or other government-issued identifier, home or other physical address. Personal Information can be in any media or format, including electronic records as well as paper-based files. Additionally, Acculynk shall comply with the CAMDEN’s instructions regarding the handling of Personal Information, and Personal Information shall be considered CAMDEN Data hereunder. Acculynk shall take security measures necessary to safeguard Personal Information from unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer or other improper use. Acculynk shall provide CAMDEN with assistance in (a) complying with requests from the person about whom the Personal Information relates, (b) investigating any breach or alleged breach of any provisions in this Section, or violation or alleged violation of applicable privacy or data protection laws relating to such personal data, and (c) responding to and complying with any request or demand made by any court or governmental authority responsible for enforcing data protection laws.

9. **Transition Services.** Upon termination or expiration of this Agreement, a Transition Period not to exceed ninety (90) days shall arise in which the parties agree to continue to abide by their respective obligations under this Agreement (care, support, payments and other reasonably necessary services) (“Transition Services”) to allow the parties to cease operating under this Agreement in an orderly fashion and to avoid undue disruption to the CAMDEN

and its customers. Transition Services shall be provided at the same rates, terms and conditions as set forth in this Agreement.

10. **Representations and Warranty.** The parties make the following representations and warranties in connection with this Agreement. CAMDEN and Acculynk will notify the other party immediately in the event that any of these representations or warranties becomes false during the Term of this Agreement:

- a. As of the Effective Date of this Agreement each party represents and warrants to the other that: (i) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state or country in which it was incorporated; (ii) it has all necessary corporate power and authority to enter into this Agreement, and perform its obligations hereunder; (iii) the execution, delivery and the consummation of the transactions contemplated thereby have each been authorized by all necessary corporate action and do not violate any judgment, order, or decree; (iv) the execution, delivery, performance and consummation of the transactions contemplated by this Agreement do not and will not constitute a material default under any contract by which it or any of its material assets are bound; and (v) it is authorized to do business in the Markets where the Services are provided. Acculynk represents and warrants to CAMDEN that it will comply with all Payment Card Regulations and all other laws and regulations applicable to the Service.
- b. Acculynk represents and warrants that no Acculynk Personnel have been charged with and/or convicted of any crime involving dishonesty, fraud and/or material misrepresentation and that its conduct in connection with this Agreement will be genuine and in good faith and that all Service Applications and Merchant Agreements obtained will be valid and genuine.
- c. Acculynk represents and warrants that it has all of the necessary licenses, registrations, permits, approvals, consents, and legal authorizations required to offer the Services in accordance with the terms and conditions of this Agreement.
- d. Acculynk represents and warrants that it is the sole owner of all right, title and interest to the underlying technology, software and source code for the Services and the Acculynk Platform, or if it is not the sole owner of such rights, that it is an authorized licensee of such rights and has the right to provide the rights set forth in this Agreement;
- e. Acculynk represents and warrants to CAMDEN that the Services performed by Acculynk and Acculynk Personnel will be performed in accordance with the highest industry standards and practices and in accordance with the terms of this Agreement.
- f. Acculynk represents and warrants to CAMDEN that it will not reproduce, translate, reverse compile or assemble, copy, modify, merge, display, transmit, distribute, sublicense, transfer, sell, or otherwise use any information accessed through CAMDEN, in whole or in part, except as may expressly be provided herein.

11. **Confidentiality.** Each party under this Agreement may receive Confidential Information of the other party and agrees to treat such Confidential Information as provided herein.

Confidential Information. A party's "Confidential Information" is defined as any information of the disclosing party, which (i) if disclosed in a tangible form is marked using a legend such as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential, or (ii) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential including without limitation, the terms of this Agreement; financial data, computer programs, contracts, agreements, books, records, correspondence, and customer list(s). The term "Confidential Information," which herein includes "Trade Secrets," as defined by Georgia Law and all CAMDEN user data and customer personal information shall be deemed Confidential Information regardless of whether marked "Confidential."

Confidentiality Obligations. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform its obligations under this Agreement. Such restrictions shall not apply to information which (i) is already known by the recipient, (ii) becomes publicly known through no act or fault of the recipient, (iii) is received by recipient from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the disclosing party's Confidential Information. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the party subject to such requirement shall immediately notify the disclosing party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information. The parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or early termination of this Agreement or until such time as such information becomes public information through no fault of the receiving party. If an officer, director, employee, agent or representative of the receiving party has a need to know Confidential Information or Trade Secrets of the disclosing party ("Representative") and the receiving party discloses such Confidential Information or Trade Secrets to such Representative, Representative shall be advised that such Confidential Information or Trade Secrets are subject to confidentiality obligations and the Representative shall be subject to confidentiality obligations with terms that are substantially similar to the terms of this Section. The receiving party shall be responsible for any breach of this Agreement by any Representative.

12. **Indemnification.** Acculynk (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless CAMDEN, its officers, directors, employees, and agents against any claim, suit or proceeding of a third party (“Claim”) that is based on or arises out of (i) the Indemnifying Party’s breach of this Agreement, (ii) the acts or omission of the Indemnifying Party, (iii) the Indemnifying Party or its products’ and services’ violation of any applicable law, or (iv) the Indemnifying Party’s infringement of, or alleged infringement of, any third party’s intellectual property rights. The Indemnified Party will provide prompt written notice of the Claim to the other Party, allow the Indemnifying Party to have control of the litigation, and cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in defending or settling such Claim. Further, a party shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an Indemnified Party without the Indemnified Party's written consent, not to be unreasonably withheld. In connection with any such Claim, either party may, at its own expense, have its own counsel in attendance at all public interactions and substantive negotiations at its own cost and expense. Except as otherwise prohibited by Georgia law, the obligation of either party to indemnify the other shall be reduced to the extent that any loss claimed by the Indemnified Party was caused by, or could have been prevented or reduced by, any act or omission of that party.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES: (i) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR, (ii) SHALL THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL ANNUAL MAX PAYABLE UNDER THIS AGREEMENT. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY TO ANY BREACH OF OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION, OBLIGATIONS OF INDEMNIFICATION, OR TO ANY CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF ITS PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO WARRANTY THAT THEIR PRODUCTS OR SERVICES WILL MEET USERS’ REQUIREMENTS, OR THAT THE PRODUCTS OR THE SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE. CAMDEN SHALL HAVE NO LIABILITY TO ACCULYNK FOR THE FAILURE OF THE PAYMENT SERVICES TO FUNCTION PROPERLY.

14. **Governing Law.** This Agreement will be governed by and construed under the laws of the state of Georgia, without regard to its conflict of laws principles. Both parties irrevocably consent to the jurisdiction of the state courts of the State of Georgia.
15. **Entire Agreement.** This Agreement and its Exhibits, which are incorporated herein by this reference, contain the entire understanding between the parties hereto and supersede any prior understandings, inducements or conditions, expressed or implied, written or oral, with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No waiver, alteration, modification or amendment of any of the provisions of this Agreement shall be binding unless expressed in writing and signed by a duly authorized representative of each party to this Agreement. The parties acknowledge and agree that this Agreement is the result of extensive negotiations between the parties hereto and their respective counsel, and that this Agreement shall not be construed against either party by virtue of its role or its counsel's role in drafting it.
16. **Notice.** Any notice with reference to this Agreement will be given in writing by mail or by facsimile or email with proof of transmission. Such notice will be deemed to have been served three (3) days after delivery to the postal service or immediately if by facsimile. Notices shall be provided to the following addresses, or to such other address as any party may request.

If to CAMDEN:

**CAMDEN**

City Clerk's Office  
400 East Main Street  
Camden, GA 30230  
Attn: Lisa Kelly

If to Acculynk:

**Acculynk**

3225 Cumberland Blvd  
Suite 550  
Atlanta, Georgia 30339  
Attn: Michael DiTano

17. **Severability.** Each provision of this Agreement shall be considered severable, and if a provision is for any reason held to be invalid, all remaining provisions shall be enforceable. If any provision of this Agreement is held to impose a restriction which is unenforceable in scope but could be made enforceable by limiting the scope, the parties agree to a modification of the invalid or unenforceable provision to the extent required for enforceability.

18. **Benefit & Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that except in connection with a Change of Control of Acculynk, Acculynk may not assign, pledge, delegate or otherwise dispose of any of its rights or its duties under this Agreement without the prior written consent of CAMDEN, which may be withheld in its discretion.
19. **Relationship of the Parties.** This Agreement shall not be considered to create a joint venture, partnership, employment relationship, franchise or any other legal relationship between the parties. This is an arms-length, commercial transaction and neither party shall share or be responsible for the debts and liabilities of the other party nor have the authority to legally bind the other in any manner, except as specifically set forth herein.
20. **Force Majeure.** If either party to this Agreement shall be prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder by reason of any act of God, war, riot, civil commotion, explosion, fire, epidemic, or other circumstance beyond its reasonable control (a “Force Majeure Event”) then such party shall be excused from performance or observance of the obligation so affected for so long as such Force Majeure Event prevents, hinders, or delays such party’s performance hereunder. In the event a Force Majeure prevents a party from performing its obligations under this Agreement for a period of fifteen (15) days or more, the other party may terminate this Agreement upon written notice to the party affected by such Force Majeure Event.
21. **Mediation.** The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement, which the parties are not able to resolve, shall be first addressed by engaging the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties will contact the American Arbitration Association (“AAA”), and request the AAA to recommend a mediator.
22. **No Implied Waivers.** The waiver or failure of either party to exercise in any respect any right or enforce any provision provided for herein shall not be deemed a waiver of any further right herein.
23. **Cumulative Remedies.** The remedies contained herein for the breach of this Agreement are not exclusive, but shall be cumulative, and the pursuit of one remedy shall not be deemed to exclude any and all other remedies which may be pursued at law or in equity.
24. **Fraud and Misrepresentations.** Any written or oral information provided by a party to the other party, directly or indirectly related to the performance of a party’s obligations required by this Agreement, constitutes material representations upon which the receiving party relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Each party agrees to immediately notify the other party of any information provided to a party that it knows and/or believes to be false and/or erroneous and

immediately provide correct information to the other party and take corrective action. Each party further agrees to immediately notify the other party of any actions or information that it believes would constitute fraud or intentional misrepresentations to the other party in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations.

25. **Press Release.** Upon signing this Agreement, CAMDEN and Acculynk will issue a mutually agreed upon press release.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized signatories, all as of the date first above written.

**CAMDEN**

**ACCULLINK, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

EXHIBIT A

PAYMENTS SERVICES OFFERED

Payment Services

Acculynk enables CAMDEN to have their customers make purchases through credit cards, debit cards; specifically, including, their signature debit card and PIN-debit card, as well as ACH via a comprehensive and defined ecommerce and a mobile payments platform.

Acculynk will make available the following payment types on CAMDEN’s website:

Transaction Type	Description
Internet Pin debit card/PaySecure	The only online PIN Debit solution available in the market. “True” debit card that enables consumers to use their pin. This offers the lowest fees on a card type.
Signature debit card	This is a debit card that acts like a credit card and fees are equal to credit.
Credit card	Traditional Visa/MasterCard driven transaction. Highest fee type on card.
E-check (ACH)	This transaction uses bank account information to electronically process.

Acculynk will provide a fully functional pay pages that will have unique payment functionality. Some of the key product features are detailed below:

- (a) Internet PIN Debit – The only online PIN Debit solution available in the market. Acculynk’s patented network of domestic and PIN Debit cards and affiliated issuers will be available uniquely to customers.

- (b) Fully functional Mobile solution – Fully functional smartphone or tablet based payment platform via mobile website.
- (c) PCI Compliant PayPage tab – Allows CAMDEN to take payments online through their website. The burden of PCI compliance will be managed by Acculynk.
- (d) CAMDEN Reporting Portal – Fully functional portal for CAMDEN with real-time reporting, billing and exception management.

#### Additional Functionality

- CAMDEN will receive the amount due in full and the funds will be available within 24-48 hours for card transactions or after the ACH has cleared.
- Upon a payment at the ecommerce or mobile storefront, Acculynk will send an E-Mail to the constituent, if CAMDEN has the information.

### EXHIBIT B

#### STATEMENT OF WORK

1. Name and Address of Customer signing this Statement of Work:

Camden County  
400 East Main Street,  
Camden, GA 30230  
Attn: Lisa Kelly

2. Project Description. Acculynk shall perform the Services identified below for CAMDEN.

General Background: CAMDEN would like to make available to its customers the ability to make certain payments for their bills using the web and/or mobile. Acculynk shall enable the ability to process a transaction using credit cards, Internet PIN debit cards, signature debit cards, pre-paid debit cards and ACH (e-check).

This Statement of Work is dated **August \_\_\_\_\_, 2016** (“SOW Effective Date”).

Services: Services shall include, but not be limited to, the following:

- Payment method selection screen. Provide option for constituent to pay via one of the Payment Methods (as defined above).
- The constituent is directed to the payment page where they (i) enter address (or other identifying information); (ii) add or edit mobile number and/or email; & (iii) decide to make a full or partial payment.
- A mobile optimized version of the payment page will be made available.
- The hosted payment pages by Acculynk will carry the branding for the CAMDEN.
- Provide option to pay via ACH (eCheck) or using a card.
- If a debit card can be authorized using internet PIN Debit, the Acculynk patented PIN Pad will be shown to capture the PIN and authorize using a debit network (web interface only).
- For those debit cards that cannot be authorized using Internet PIN debit, the debit card will be authorized using the signature debit rails or other available card methods.
- Allow for the capture of Internet PIN debit on a mobile browser on a tablet, smartphone or hybrid device.
- Allow for the convenience fee to be added to the amount due to CAMDEN by the constituent.
- Get constituent consent to levy a convenience fee to the amount due to CAMDEN.
- Authorize a payment transaction for the sum of the amount due and the convenience fee that will be paid by the constituent.
- Provide online report to CAMDEN of transactions processed based on a date range.

Upon completion of Acculynk’s Services described above, Acculynk shall deliver to Customer a solution that incorporates all of the Services described above.

Below are the high level steps that a user will go through when utilizing the Acculynk system using web.

Step	Step Description
Payment Page	<p><b><u>STEP 1:</u></b></p> <ul style="list-style-type: none"> <li>• Constituent enters payment details.</li> <li>• Constituent agrees to convenience fee in addition to amount due</li> </ul>
Payment completion and receipt	<p><b><u>STEP 2:</u></b></p> <ul style="list-style-type: none"> <li>• A reference number/receipt is provided to the constituent on completion of payment.</li> <li>• Also, an email of the receipt is sent (if constituent information is provided).</li> </ul>
Acculynk Portal Access	<p><b><u>REPORTING:</u></b></p> <ul style="list-style-type: none"> <li>• All transactions processed through the Acculynk gateway will be listed in the portal.</li> <li>• The status of each authorization processed will be reported in the portal.</li> <li>• User access to the portal can be controlled by the administrator.</li> </ul>
End of Day Batch Process	<p><b><u>REPORTING:</u></b></p> <ul style="list-style-type: none"> <li>• The CAMDEN will to given access to Acculynk’s reporting systems to view all successful payments processed during the day.</li> </ul>

Acculynk will support the Acculynk Mobile Solution on all the following smart phone platforms on their respective native browsers:

- a. Apple iPhone 4S and above

- b. Google Android – Ice cream sandwich and above
- c. Windows Phone 8 and above

3. Intellectual Property

Acculynk will retain all Intellectual Property Rights on any customization work performed on the Acculynk platform, including but not limited to, the Acculynk Payment Solution, its scrambling PIN pad, encryption techniques, and leveraging of pseudo values to shroud the integrity of the actual constituent PIN.

4. CAMDEN Responsibilities

- 1. Work jointly with Acculynk regarding implementation and testing.
- 2. Implement based on payment channel.

5. Fee Structure

Acculynk shall charge a fixed per transaction convenience fee of 2.5% of the underlying transaction amount for all payment types processed. With regard to POS transactions (i.e., face-to-face payments), CAMDEN will include a fixed percentage convenience fee of 2.5% per transaction associated with face-to-face transactions.

6. Project Delivery Details:

- a. Work Schedule and Project Duration: The Services under this Statement of Work will begin on the SOW Effective Date and continue until the Services are completed. The estimated go-live will be determined collectively between the CAMDEN Council and Acculynk. It is anticipated that the go-live date will be before August 26, 2016. Both Parties will make a best effort to facilitate this date. This Statement of Work does not expire upon completion of the Services but continues until this Statement of Work is terminated pursuant to the terms of the Agreement.
- b. Location for Performance of Work: Atlanta, GA.
- c. Acceptance Procedures:

CAMDEN shall have five (5) days from the date of delivery of the Services provided by Acculynk in its final form to inspect, test and evaluate it to determine whether CAMDEN is reasonably satisfied with the functionality of the Acculynk Services.

If the Acculynk Services do not satisfy the acceptance criteria, CAMDEN shall give Acculynk written notice stating why the Services are unacceptable. Acculynk shall have thirty (30) days from the receipt of such notice to correct the deficiencies. CAMDEN shall then have five (5) days to inspect, test and evaluate the Acculynk Services. If the Acculynk Services still do not satisfy the acceptance criteria, CAMDEN shall have the option of repeating the procedure set forth above, until acceptance is reached.

If CAMDEN does not give written notice to Acculynk within the initial five (5) day inspection, testing and evaluation period or any extension of that period, that the Acculynk Services do not satisfy the acceptance criteria, CAMDEN shall be deemed to have accepted the Acculynk Services upon expiration of such period.

7. Other Deliverables: N/A

8. Additional Terms:

Acculynk grants to Constituent a royalty-free, non-exclusive, non-transferable license to use, execute, display and perform the Acculynk Payment Solution during the term of the Agreement.

## EXHIBIT C

### SERVICE LEVEL AGREEMENT

This Exhibit sets forth the terms and conditions of the Service Level agreements (“SLAs”) provided for Services in connection with the Agreement entered into between the parties

("Agreement"). For avoidance of doubt, this Exhibit is subject to the terms and conditions of the Agreement.

- 1) The Acculynk Services and the Acculynk Platform will be available for debit card processing at least 99.9% of the available time in any given month unless subject to a Force Majeure Event affecting Acculynk or scheduled maintenance.
- 2) Acculynk directly will provide product expertise on support questions on an as needed basis.

## EXHIBIT D

### Fees

**Fixed Percentage Convenience Fee:** Acculynk shall charge a fixed per transaction convenience fee of 2.5% of the underlying transaction amount for all payment types processed. With regard to POS

transactions (i.e., face-to-face payments), CAMDEN will include a fixed percentage convenience fee of 2.5% per transaction associated with face-to-face transactions.

These amounts to be collected by Acculynk.

## Board of County Commissioners August 2016 Calendar

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>August 8</b>	<b>August 9</b>	<b>August 10</b>	<b>August 11</b>  Citizens Academy Orientation 6:00 PM, Woodbine	<b>August 12</b>
<b>August 15</b>	<b>August 16</b>  Board of County Commissioners Regular Meeting & Public Hearing 6:00 PM, Woodbine	<b>August 17</b>	<b>August 18</b>  Public Hearing – Millage Rate 10:00 AM & 5:30 PM, Woodbine	<b>August 19</b>
<b>August 22</b>	<b>August 23</b>	<b>August 24</b>	<b>August 25</b>  Public Hearing – Millage Rate 6:00 PM, Woodbine	<b>August 26</b>
<b>August 29</b>	<b>August 30</b>	<b>August 31</b>  Planning Commission Meeting 6:00 PM Annex - Kingsland		

## Board of County Commissioners September 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
			<b>Sept 1</b>  Board of Assessor Regular Meeting 6:00 PM, Woodbine	<b>Sept 2</b>
<b>Sept 5</b>  County Offices will be closed in observance of Labor Day	<b>Sept 6</b>  Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	<b>Sept 7</b>	<b>Sept 8</b>	<b>Sept 9</b>
<b>Sept 12</b>	<b>Sept 13</b>	<b>Sept 14</b>	<b>Sept 15</b>  Public Service Authority Meeting 5:30 PM, Kingsland  Board of Assessor Regular Meeting 6:00 PM, Woodbine	<b>Sept 16</b>  Joint Development Authority Meeting, Kingsland, 9:00 AM
<b>Sept 19</b>	<b>Sept 20</b>  Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	<b>Sept 21</b>	<b>Sept 22</b>	<b>Sept 23</b>
<b>Sept 26</b>	<b>Sept 27</b>	<b>Sept 28</b>  Planning Commission Meeting 6:00 PM Annex - Kingsland	<b>Sept 29</b>	<b>Sept 30</b>