

**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, November 1, 2016**

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

**Opening Ceremonies**

- Invocation
- Pledge of Allegiance

**Roll Call**

**Agenda Amendments**

**Addition under Presentation:**

- Proclamation recognizing Retired Educator's Day on Sunday, November 6, 2016
- Presentation regarding the Ride Along Pup Project

**Addition under Regular Agenda and renumber the agenda accordingly:**

5. Approval to submit application for the Association of County Commissioners of Georgia (ACCG) – 2017 Georgia County Internship Program

**Adoption of Agenda**

**Approval of Minutes**

- [October 18, 2016 Regular Meeting minutes](#)

**Presentations**

- Proclamation recognizing Retired Educator's Day on Sunday, November 6, 2016
- Presentation regarding the Ride Along Pup Project

**Public Comments**

## **Regular Agenda**

### ***Board of Assessors – Chief Appraiser Terry Ross***

1. [Approval of Contract for Aerial Photography.](#)

### ***Grants Manager Julie Haigler***

2. [Approval to submit application for the Valdosta State University – Innovation Grant \(Human Resources benefits project\)](#)
3. [Approval to submit application for the Assistance to Firefighters – EMS Cardiac Monitors](#)
4. [Approval to submit application for the Assistance to Firefighters – Paramedic Training](#)
5. [Approval to submit application for the Association of County Commissioners of Georgia \(ACCG\) – 2017 Georgia County Internship Program](#)

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

6. [Approval of Bid Award for Hydraulic Power Unit.](#)

### ***Finance & Budget Director Mike Fender***

7. [Approval of Fiscal Year 2017 Budget Amendments](#)
8. [Approval of amendments to the Retirement Committee.](#)

## **Reports**

- [Calendar – November & December 2016](#)
- County Administrator Comments

## **Additional Public Comments**

## **Adjourn BOC Meeting**

**CAMDEN COUNTY, GEORGIA  
BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
OCTOBER 18, 2016, 6:00 PM**

**Present:** Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Willis R. Keene, Jr.; Commissioner Chuck Clark; Commissioner Tony Sheppard; County Administrator Steve Howard; County Attorney John S. Myers and Administrative Assistant Renee' Crews.

**Absent:** County Clerk Kathryn A. Bishop

Chairman Starline called the meeting to order at 6:00 p.m.

Finance & Budget Director Mike Fender delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

### **Agenda Amendments:**

#### **Addition under Presentations:**

- Fiscal Year 2017 Quarterly Report presented by Finance & Budget Director Mike Fender

#### **Addition of item under Regular Agenda:**

3. Professional Services Agreement with the three (3) Municipalities and the Coastal Regional Commission (CRC) regarding the Joint Comprehensive Plan.

#### **Addition of an Executive Session – Real Estate**

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the agenda amendments as presented.

***The motion carried unanimously.***

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

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

***The motion carried unanimously.***

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

- September 20, 2016 Regular Meeting minutes

Commissioner Clark made a motion, seconded by Commissioner Keene to approve September 20, 2016 Regular Meeting minutes.

***The motion carried unanimously.***

## Presentations

- Proclamation recognizing Friday, October 14, 2016 as “Pink Out Friday”

### *“Pink Out Friday” Proclamation*

**WHEREAS**, nationally, over 246,000 women and men are diagnosed with breast cancer each year; and in 2016 breast cancer continues to be a common cause of cancer in the Southeast Georgia region; and

**WHEREAS**, October is National Breast Cancer Awareness Month with the aim of increasing awareness of the disease and facilitating research into its causes, prevention, diagnosis, treatment and cure; and

**WHEREAS**, the health and well-being of our community are enhanced as a direct result of increased awareness and education regarding breast cancer, and from encouraging our citizens to take actions to lower their risk of developing the disease; and

**NOW, THEREFORE**, we are joining Southeast Georgia Health System, the Susan G. Komen Coastal Georgia Affiliate, the American Cancer Society and communities across Southeast Georgia in proclaiming Friday, October 14, 2016 as

### **“Pink Out Friday!”**

And by encouraging our citizens to wear pink on this day to increase awareness of this disease, to show support and recognition of our neighbors, family and friends who have been impacted by breast cancer and to take an active role in helping to make breast cancer a part of our past and not our community’s future.

- Proclamation recognizing the month of October as National Arts and Humanities Month

*Whereas, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for over 30 years;*

*Whereas, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind;*

*Whereas, the arts and humanities enhance and enrich the lives of every American;*

*Whereas, the arts and humanities play a unique role in the lives of our families, our communities, and our country;*

*Whereas, the arts and humanities enhance every aspect of life in Camden County Georgia-improving our economy, enriching our civic life, driving tourism and exerting a profound influence on the education of our children;*

*Whereas, the arts and humanities play a key role in driving economic prosperity and community vitality; activate our public places and collective efficacy;*

*Whereas, it is historically documented that a diverse arts and humanities culture lays the foundation for a strong economic future;*

*NOW, THEREFORE, BE IT RESOLVED, that the Camden County Commissioners do hereby proclaim October as National Arts and Humanities Month in Camden County, Georgia and call upon our citizens to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in Camden County, Georgia.*

Administrative Assistant Renee' Crews presented the proclamations to the Board and announced that both will be recorded in the official minutes of this meeting.

- Recognition of Service for Solid Waste Lannie Brant.

County Administrator Steve Howard presented Solid Waste Director Lannie Brant with a plaque in recognition of his many years of dedicated service to Camden County in honor of his upcoming retirement.

- Fiscal Year 2017 Quarterly Report presented by Finance & Budget Director Mike Fender

Finance & Budget Director Mike Fender presented a PowerPoint presentation regarding the Fiscal Year 2017 Quarterly Report to the Board.

## **Public Comments**

No comments were offered from the public during this time.

## **Regular Agenda**

1. Consideration of grant submittal for the Emergency Management Performance Grant to Georgia Emergency Management Agency.

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the grant submittal for the Emergency Management Performance Grant to Georgia Emergency Management Agency.

***The motion carried unanimously.***

2. Approval of the Surplus Item List.

Commissioner Clark made a motion, seconded by Commissioner Keene to approve the Surplus Item List as presented.

***The motion carried unanimously.***

3. Professional Services Agreement with the three (3) Municipalities and the Coastal Regional Commission (CRC) regarding the Joint Comprehensive Plan.

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to approve Professional Services Agreement with the three (3) Municipalities and the Coastal Regional Commission (CRC) regarding the Joint Comprehensive Plan.

***The motion carried unanimously.***

## **Reports**

- **Calendar – October & November 2016**

Administrative Assistant Renee' Crews stated there were no changes to the calendar at this time.

- **County Administrator Comments**

County Administrator Steve Howard stated that staff worked around the clock during Hurricane Matthew. He stated that he appreciated everyone's efforts, coming together, and we were very fortunate that more damage was not incurred due to the hurricane. He stated that in the coming weeks, we will come together, to learn how we can increase process improvements in the future. He announced the eighteen (18) citizens graduated from the Citizen's Academy last week. He announced that the Senate Study Committee on Spaceport Camden will be meeting here, in this room, on Thursday, October 20<sup>th</sup>, from 3:00 PM to 5:00 PM. He encouraged the audience to participate in that meeting where the committee will be talking about Spaceport Camden.

## **Executive Session – Real Estate**

Commissioner Clark made a motion to adjourn the Regular Meeting & convene an Executive Session for the purpose of discussing Real Estate at 6:17 PM.

***The motion carried unanimously.***

## **CLOSED MEETING AFFIDAVIT**

**STATE OF GEORGIA  
COUNTY OF CAMDEN**

**AFFIDAVIT OF BOARD OF COUNTY COMMISSIONERS**

The Camden County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The Camden County Board of Commissioners met in a duly advertised meeting on October 18, 2016.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 6:17 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

\_\_\_ Consultation with the County Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. R. 50-14-2(1);

X Discussion of future acquisition of real estate as provided by O.C.G.A. 111, 50-14-3(4);

\_\_\_ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal or periodic evaluation or rating of a county officer or employee as provided by O.C.G.A. 11L 50-14-3(6);

This 18<sup>th</sup> day of October, 2016

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

**Sworn to and subscribed before me this**  
**\_\_\_\_\_ day of \_\_\_\_\_, 2016.**  
  
\_\_\_\_\_  
**Notary Public**  
  
**My commission expires:** \_\_\_\_\_

Vice Chairman Blount made a motion, seconded by Commissioner Keene to adjourn the Executive Session and reconvene the regular meeting at 6:45 PM.

***The motion carried unanimously.***

Chairman Starline reconvened the regular meeting at 6:45 PM.

Commissioner Clark made a motion, seconded by Vice-Chairman Blount to approve funds, not to exceed \$15,000.00, for environmental wetland delineation on three (3) parcels of property.

***The motion carried unanimously.***

**Additional Public Comments**

No additional public comments were offered during this time.

**Adjournment:**

Commissioner Clark made a motion, seconded by Vice-Chairman Blount to adjourn the October 18, 2016 regular meeting. The vote was unanimous to adjourn the meeting at 6:49 PM.

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

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**SUBJECT:** Consideration of approval of contract for 2017 Aerial Photography

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

**DATE:** October 24, 2016

**BUDGET INFORMATION:**

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EXPENSES:

CAPITAL:      Capital Improvements Fund

Fiscal Year 2017 - \$28, 043.17  
Fiscal Year 2018 - \$28, 043.17  
Fiscal Year 2019 - \$28, 043.16  
Total over three (3) year period \$84,129.50

**COMMISSION ACTION REQUESTED ON:** November 1<sup>st</sup>

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**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the approval of contract for 2017 Aerial Photography

**HISTORY:**

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- 1. Aerial Photography was last done in March of 2012 by Sewall Mapping.

**FACTS & ISSUES:**

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- 1. Current aerial photography is a necessary appraisal tool to keep property records current. The Department of Revenue recommends that it be updated every 3-5 years. It has been almost 5 years since last flown. We requested proposals from the following three vendors:
  - ❖ **Sewall Mapping** – Did not respond to request.
  - ❖ **Control Cam** – Relatively new company, provided vague estimate without details and is not wholly compatible with qPublic, our website vendor.
  - ❖ **Pictometry** – Provided a proposal at \$84,129.50 and is highly recommended by other users and qPublic.
- 2. The contract allows for payments over three (3) years with no penalty.
- 3. Page 15, Section C, of the Contract details the Non-Appropriation of Funds clause. Prior to the Second Project commencing the Customer may provide Pictometry with written documentation of non-appropriation of funds from its funding source. In the event that the postponement of the Second Project exceeds eighteen (18) months Pictometry reserves the right to terminate any and all obligations as to the Second Project.

**OPTIONS:**

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1. Motion to approve this item.
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:

Chief Appraiser Terry Ross

**IF APPLICABLE:**

County Attorney Review:

Attorney John S. Myers

**IF APPLICABLE:**

Finance Review:

Mike Fender, Director

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 CAMDEN COUNTY, GA (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
200 East 4th St	25 Methodist Hill Drive
Woodbine, GA 31569	Rochester, NY 14623
Attn: Terry Ross, Chief Appraiser	Attn: Contract Administration
Phone: (912) 576-3241	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
  
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>CAMDEN COUNTY, GA</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623

<b>ORDER #</b>
C186019

<b>BILL TO</b>
Camden County, GA
Terry Ross, Chief Appraiser
200 East 4th St
Woodbine, GA 31569
(912) 576-3241
tross@co.camden.ga.us

<b>SHIP TO</b>
Camden County, GA
Terry Ross, Chief Appraiser
200 East 4th St
Woodbine, GA 31569
(912) 576-3241
tross@co.camden.ga.us

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A116977	nroberso	Triennial

<b>FIRST PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT<sup>1</sup></b>
662	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15.0%)	\$42,202.50
97	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15.0%)	\$37,102.50
1	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$1,650.00 (75.0%)	\$1,650.00
565	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$282.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00

97	Mosaic - Area Wide (3in GSD, MrSID format, combined) Per Sector	Available with purchase of corresponding tile product New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$194.00
97	Tiles - Standard (3in GSD, JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100.0%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
662	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100.0%)	\$0.00
<b>SUBTOTAL - FIRST PROJECT</b>					<b>\$84,129.50</b>

**SECOND PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
662	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5.0%)	\$47,167.50
97	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$427.50 (5.0%)	\$41,467.50
662	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$6,620.00
97	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$1,940.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$1,650.00 (75.0%)	\$1,650.00
565	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$282.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
97	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$194.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
<b>SUBTOTAL – SECOND PROJECT</b>					<b>\$99,520.50</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$183,650.00</b>
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<sup>1</sup>Amount per product = ((1-Discout %) \* Qty \* List Price)

### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

### FIRST PROJECT

Due at Signing	\$7,010.79
Due at Initial Shipment of Imagery	\$21,032.37

Due at First Anniversary of Shipment of Imagery	\$28,043.17
Due at Second Anniversary of Shipment of Imagery	\$28,043.17
<b>Total Payments</b>	<b>\$84,129.50</b>

SECOND PROJECT

Due at Initial Shipment of Imagery	\$33,173.50
Due at First Anniversary of Shipment of Imagery	\$33,173.50
Due at Second Anniversary of Shipment of Imagery	\$33,173.50
<b>Total Payments</b>	<b>\$99,520.50</b>

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

CONNECT

<b>Product:</b>	<b>Pictometry Connect - CA - 50</b>
<i>Admin User Name:</i>	Terry Ross
<i>Admin User Email:</i>	tross@co.camden.ga.us
<i>Requested Activation:</i>	at delivery of imagery
<i>Geofence:</i>	GA Camden

SECOND PROJECT

IMAGERY

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

CONNECT

<b>Product:</b>	<b>Pictometry Connect - CA - 50</b>
<i>Admin User Name:</i>	Terry Ross
<i>Admin User Email:</i>	tross@co.camden.ga.us
<i>Requested Activation:</i>	at delivery of imagery
<i>Geofence:</i>	GA Camden

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products

**RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category II and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT  
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

**1. DEFINITIONS**

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

**2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

**3. OBLIGATIONS OF CUSTOMER**

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

**4. LICENSE DURATION; EFFECT OF TERMINATION**

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

**5. TRADEMARKS; CONFIDENTIALITY**

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

#### 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

#### 7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES  
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

**2. ACCESS TO SERVICES**

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

**3. DISCLAIMERS**

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

#### 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
  - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing
  - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
  - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

#### 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

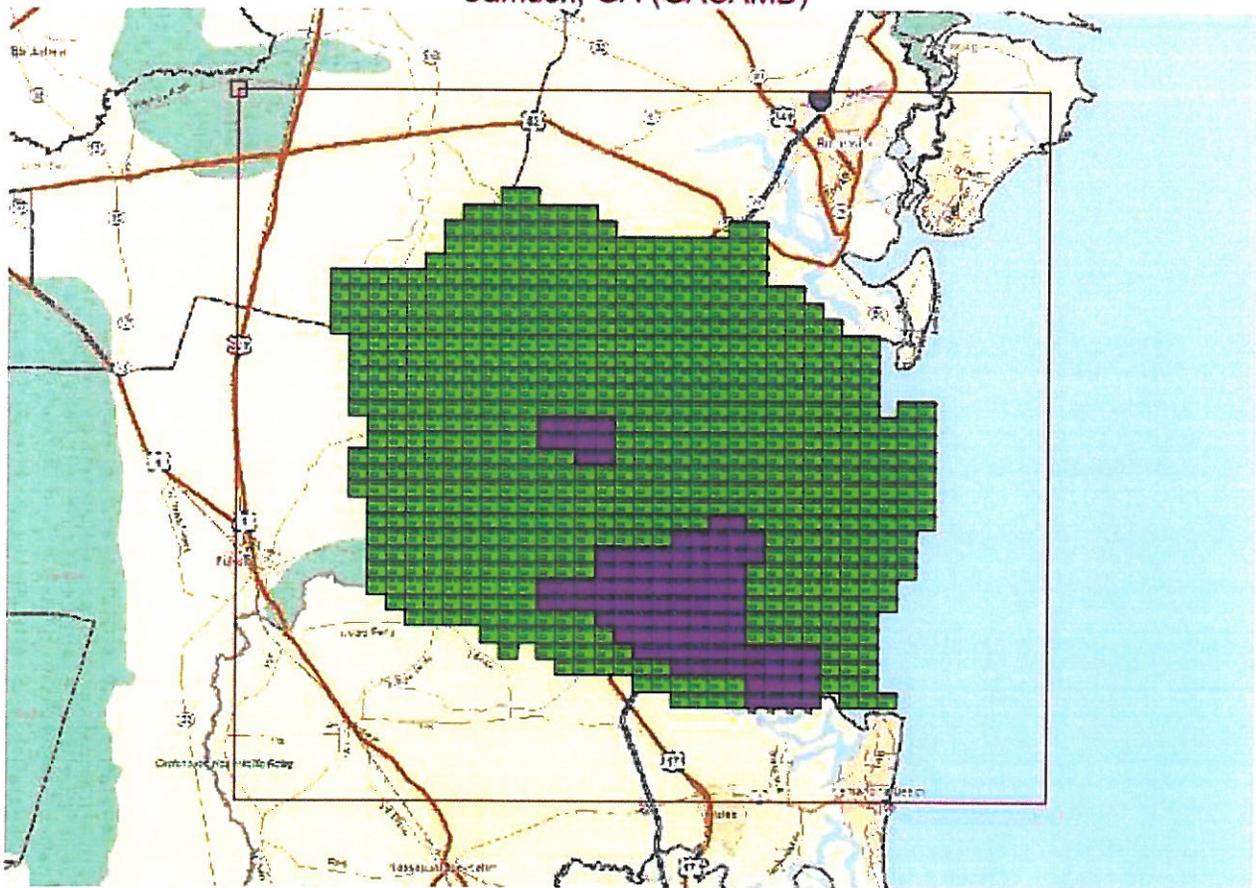
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
  - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second project;
  - b. This Agreement will remain in full force and effect, however commencement of the Second Project will be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the Second Project; and
  - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Online Services General Terms and Conditions of Use Limit of Liability: Section 5 to the Pictometry Online Services General Terms and Conditions of Use is amended in its entirety to include the following stipulation before each subsection therein: "Unless otherwise prohibited by Georgia Law."
5. Software License Agreement Limit of Liability: Section 5 to the Pictometry Software License Agreement is amended in its entirety to include the following stipulation before the language contained therein: "Unless otherwise prohibited by Georgia Law."
6. Term: The initial term of this Agreement shall be from the Effective Date until December 31, 2016 and is subject to annual renewal on January 1, 2017 and annually thereafter unless earlier terminated in accordance with paragraph 4 of Section B to the Pictometry Delivered Content Terms and Conditions of Use incorporated herein by reference.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

**SECTOR MAP(S)**

**Camden, GA (GACAMD)**



**Community Sectors: 662    Neighborhood Sectors: 97**

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

---

**SUBJECT: Valdosta State University – Innovation Grant**

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

**DATE: 10/24/2016**

**BUDGET INFORMATION:**

REVENUES: 8,000  
EXPENSES: 8,000

FUNDING SOURCE: Grant request

**COMMISSION ACTION REQUESTED ON: 11/1/2016**

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the grant submittal of the Innovation Grant to the Valdosta State University's Center for Applied Social Services. Funds will be used to partner with the Center on a Human Resources/Benefits Analysis project.

**HISTORY:**

---

- 1. New funding opportunity.

**FACTS & ISSUES:**

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- 1. The primary goal of the Center is to promote and provide collaborative interdisciplinary innovation, research, technical assistance, and consulting services that address social and public policy.
- 2. The grant requires a local match. Valdosta State will provide up to \$5,000. The County will be required to cover the remaining expenses which is estimated at \$3,000.

**OPTIONS:**

---

- 1. Motion to approve this item.
- 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. Myers*

**IF APPLICABLE:**

Finance Review:

*Mike Fender, Director*

---

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

---

**SUBJECT:** Assistance to Firefighters – Cardiac Monitors

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

**DATE:** 10/24/2016

**BUDGET INFORMATION:**

REVENUES: \$308,000

EXPENSES: \$308,000

FUNDING SOURCE: Grant request

**COMMISSION ACTION REQUESTED ON:** 11/1/2016

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the grant submittal of the Assistance to Firefighters Grant to the Department of Homeland Security. Funds will be used to purchase 8 cardiac monitors and 16 Wi-Fi modems.

**HISTORY:**

---

- 1. CCFR received AFG funds in the past for firefighting equipment, personnel protective equipment and modifying a facility.

**FACTS & ISSUES:**

---

- 1. The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and emergency medical service organizations.
- 2. The grant requires a local 10% match. The total match required is \$30,800. These matching funds will come from capital improvement funds.

**OPTIONS:**

---

- 1. Motion to approve this item.
- 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, Director*

---

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

---

**SUBJECT:** Assistance to Firefighters – Paramedic Training

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

**DATE:** 10/24/2016

**BUDGET INFORMATION:**

REVENUES: \$135,000

EXPENSES: \$135,000

FUNDING SOURCE: Grant request

**COMMISSION ACTION REQUESTED ON:** 11/1/2016

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the grant submittal of the Assistance to Firefighters Grant to the Department of Homeland Security. Funds will be used to send 20 firefighters to paramedic school.

**HISTORY:**

---

- 1. CCFR received AFG funds in the past for firefighting equipment, personnel protective equipment and modifying a facility.

**FACTS & ISSUES:**

---

- 1. The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and emergency medical service organizations.
- 2. The grant requires a local 10% match. The total match required is \$13,500. Additional ambulance fees will cover the match amount.

**OPTIONS:**

---

- 1. Motion to approve this item.
- 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:  
*N/A*

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**IF APPLICABLE:**

Finance Review:  
*Mike Fender, Director*

---

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

---

**SUBJECT:       ACCG – 2017 Georgia County Internship Program**

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

**DATE: 10/26/2016**

**BUDGET INFORMATION:**

REVENUES:   2,000

EXPENSES:   2,000

FUNDING SOURCE: Grant request

**COMMISSION ACTION REQUESTED ON: 11/1/2016**

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider the grant submittal of the GA county internship program grant to the ACCG. Funds will be used to hire an intern in the IT department for the summer 2017.

**HISTORY:**

---

- 1. The County has been successful in obtaining interns through the ACCG program for several years.

**FACTS & ISSUES:**

---

- 1. The goals of this grant are to enable counties to hire talented college students for specific projects that will benefit county government and citizens; give students a chance to learn first-hand and the role of counties and functions of local government; provide practical work experience that students can use in the job market after school; and inspire young people to a life of public service leadership.
- 2. No match is required.

**OPTIONS:**

---

- 1. Motion to approve this item.
- 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. Myers*

---

**IF APPLICABLE:**

Finance Review:

*Mike Fender, Director*

---

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

---

**SUBJECT:** Approval to award bid for purchase of a new Hydraulic Submersible Pump

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

**DATE:** October 28, 2016

**BUDGET INFORMATION:**

EXPENSES:

ANNUAL:

CAPITAL:

OTHER: \$26,483.00

FUNDING SOURCE: SPLOST VII-327.5-0000.54.2600

**COMMISSION ACTION REQUESTED ON:** November 1<sup>st</sup>

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To consider and approve purchase of Hydraulic Submersible pump (single Axle) including hoses and attachments.

**HISTORY:**

---

- 1. Camden Purchasing publicly advertised and solicited proposals to purchase a new Hydraulic Submersible Pump to which 3 bid were received Thompson Pump Jacksonville, Florida was most responsive on price, delivery time frame, cost of ownership.

**FACTS & ISSUES:**

---

- 1. A new Hydraulic Submersible Pump for Public Works can be paid with SPLOST VII funds. This purchase will be replacing the existing equipment, which we can no longer order parts.

**OPTIONS:**

---

- 1. Motion to approve the request to purchase Hydraulic Submersible Pump from Thompson Pump
- 2. Motion to decline the request to purchase Hydraulic Submersible Pump from Thompson Pump
- 3. Motion to table this item.
- 4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

- 1. Department recommends to purchase Hydraulic Submersible Pump from Thompson Pump

**DEPARTMENT:**

Prepared by:

*Althea Harris*

---

**IF APPLICABLE:**

County Attorney Review:

N/A

---

**IF APPLICABLE:**

Finance Review:

*Mike Fender, Director*

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# CAMDEN COUNTY BOARD OF COMMISSIONERS

## SUBMITTING VENDOR LIST

Hydraulic Power Unit RFP No. 2017-103 10/20/2016

<b>Vendor</b>	<b>Hydraulic Pump(plus Hoses &amp; Attachments)</b>	<b>Trailer</b>	<b>Delivery</b>	<b>Totally Days</b>	<b>Total Sale Price</b>	<b>Warranty</b>
Holland Pump Co	\$ 35,640	\$ 1,635.00	\$600.00	56 Days	\$37,875.00	1 Year
Thompson Pump	\$ 26,083	\$ -	\$400.00	45 Days	\$26,483.00	1 Year
Technology International Inc.	\$ 30,000	Not Included	\$ -	60-80 Days	\$30,000.00	1 Year

Recommend: Thompson Pump

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

---

**SUBJECT:** Consideration of Budget Amendments for Fiscal Year 2017.

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

**DATE:** October 27, 2016

**BUDGET INFORMATION:**

**FUNDING SOURCE:** as reflected in the attached budget resolution

**COMMISSION ACTION REQUESTED ON:** **November 1, 2016**

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. Adopt the attached budget amendment as presented.

**HISTORY:**

---

- 1. Budget amendments are a part of the annual budget process as terms and conditions change during the fiscal year. Budget amendments are only done as needed or required by State law.

**FACTS & ISSUES:**

---

- 1. The first amendment is to simply transfer remaining budget detail for an employee transfer between Tax Assessor and Planning and Development. No additional cost required.
- 2. The second amendment will allow additional funding from the fund balance for on-going costs related to the Space Port project.

**OPTIONS:**

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

**DEPARTMENT RECOMMENDED ACTION:**

---

- 1. Adopt the budget amendment as presented.

**DEPARTMENT:**

Prepared by:

*Mike Fender, Director*

---

**IF APPLICABLE:**

County Attorney Review:

*N/A*

---

**IF APPLICABLE:**

Finance Review:

*N/A*

---

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 move employee budget costs from the Tax Assessor offices to Planning and Development for the remaining budget 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
7000-51.1100	\$ 199,797	\$ 38,614	\$ 238,411	Planning - move EIS Director
7000-51.2200	\$ 15,284	\$ 2,954.00	\$ 18,238	Planning - move EIS Director
7000-51.2400	\$ 4,077	\$ 1,158.00	\$ 5,235	Planning - move EIS Director
7000-51.2403	\$ 7,682	\$ 1,158.00	\$ 8,840	Planning - move EIS Director
7000-52.2201	\$ 1,000	\$ 1,500.00	\$ 2,500	Planning - move EIS Director (software contract)
7000-52.3500	\$ 2,375	\$ 1,500.00	\$ 3,875	Planning - move EIS Director (travel)
1550-51.1100	\$ 513,948	\$ (38,614)	\$ 475,334	Tax Assessor - move GIS Director
1550-51.2200	\$ 39,317	\$ (2,954)	\$ 36,363	Tax Assessor - move GIS Director
1550-51.2400	\$ 15,418	\$ (1,158)	\$ 14,260	Tax Assessor - move GIS Director
1550-51.2403	\$ 11,580	\$ (1,158)	\$ 10,422	Tax Assessor - move GIS Director
1550-52.2201	\$ 22,525	\$ (1,500)	\$ 21,025	Tax Assessor - move GIS Director (software contract)
1550-52.3500	\$ 26,470	\$ (1,500)	\$ 24,970	Tax Assessor - move GIS Director (travel)

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 \_\_\_\_\_, 2017

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	\$ 880,100	\$ 250,000	\$ 1,130,100	Use of Fund Balance
1506 - 52.1300	\$ 756,800	\$ 250,000	\$ 1,006,800	Increase for website, legal fees, EIS study, consultant

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 \_\_\_\_\_, 2017

CAMDEN COUNTY BOARD OF COMMISSIONERS

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

Attest :

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

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

---

**SUBJECT:** Approval and update to the Employee Retirement Plan Policy.

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

**DATE:** October 27, 2016

**BUDGET INFORMATION:** No cost associated with this update

**COMMISSION ACTION REQUESTED ON:** **November 1, 2016**

---

**PURPOSE:**

To request that the Board of Commissioners:

- a. To approve a name change in the Camden County Employee Retirement Plan Policy from Director of Support Services to Human Resources Director. To also confirm the updated committee members as listed.

**HISTORY:**

---

1. The Policy and Committee has been in place since April 2011.
2. The Committee meets quarterly with retirement specialist to review the retirement plans for Camden County employees and posts the minutes on the website.
3. Due to a change in title and due to changes in personnel, the policy and the committee members simply need to be updated.

**FACTS & ISSUES:**

---

1. The following employees have been recommended by their department heads to serve on the Camden County Retirement Committee:

- **Public Works:** Robert Nichols; Harvey Amerson (alternate)
- **Finance & Budget:** Mike Fender; Janice Beckham (alternate)
- **Public Safety:** Mark Crews; Jeannie Pierce (alternate)
- **Solid Waste:** Orville Saunders; Cyrus Roberts (alternate)
- **Sheriff's Office:** Lucretia Dyals; Betsy Parker (alternate)
- **Tax Commissioner:** Jennifer Carver; Bobbi Jo Tyler (alternate)

**At Large Members:**

- Joy Lynn Turner – Clerk of Superior Court
- Dennis Gailey – Public Protection Compliance Officer

2. The current policy is attached for review.

**OPTIONS:**

---

1. Motion to approve the updates for the Camden County Employee Retirement Plan Policy
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

**DEPARTMENT RECOMMENDED ACTION:**

---

1. Approve the updates for the Camden County Employee Retirement Plan.

**DEPARTMENT:**

Prepared by:

*Mike Fender, Director*

---

**IF APPLICABLE:**

County Attorney Review:

*N/A*

---

**IF APPLICABLE:**

Finance Review:

*N/A*

---

**Camden County Retirement Committee**  
Camden County Employee Retirement Plan  
Camden County, Georgia

**Mission Statement:**

The purpose of the Camden County Retirement Committee (CCRC) is to review and recommend the investment choices for the defined contribution plan and the deferred compensation plan, to monitor the performance results and make recommendations for each plan in accordance with the provisions granted by law, and to offer advisement for employees that will produce the most efficient and effective account value at the time of retirement.

**Committee Membership:**

The CCRC will consist of seven members: The County Administrator (or designee), Director of Support Services (or designee), Director of Finance and Budget (or designee), Tax Commissioner (or designee), Sheriff (or designee), Director of EMS (or designee), employee designated by County Administrator. If a designee is used, the same person should be the designee for all meetings.

A Chairperson will be selected from and by the CCRC, for a two year term.

The Director of Support Services shall appoint or designate a clerk for all CCRC meetings to take minutes and record actions taken.

The Local Relationship Manager (LRM) for the Plan Administrator (PA) will be an ex-officio member for the purpose of discussing investment trends, market conditions, and explain investment options to the CCRC. The LRM doesn't vote, but rather gathers CCRC concerns and helps present concerns to the PA.

**Scope of Duties:**

Act as a conduit for employee feedback and be a representative of all Camden County employees, promoting the positive benefits of the pension plan and to encourage maximum employee utilization of the benefits available.

Receive relevant information and make recommendations for high quality investment options with the assistance of the plan service providers and local relationship manager and to enhance the features of the plan for the county employees within the scope of pension laws and regulations.

Review and monitor all aspects of current retirement trends (both internally and externally) against all options available in the pension plan.

Determine that plan objectives are being met for items such as education, service, and return on investment.

Review plan documents and trust agreements and make recommendations for changes to these documents for the Camden County Board of County Commissioners.

Record the minutes of the meetings as well as any decisions made and make this information available on the Camden County website within 7 working days after the meeting.

In addition to the financial inclusion for the annual audit, the CCRC must make available any financial records or produce reports as required by Federal Law, State Law, or plan document requires.

The CCRC Chairperson will coordinate with the Clerk to establish agenda's and set meeting times.

The CCRC Chairperson shall make an annual report to the Board of County Commissioners to outline and discuss transactions, events, issues, and changes that have occurred in the County retirement plan from the previous year.

Perform other duties in accordance with the plan document and trust agreement

**Meetings:**

The CCRC shall meet, at a minimum, quarterly.

The CCRC will establish a meeting calendar for each year at the first regular meeting of each calendar year.

In addition to a regular meeting date, the CCRC may hold a called meeting(s) at such times and places as the CCRC may deem necessary. Such called meeting(s) shall be held upon the request of the Chairperson for the benefit of the CCRC or by a majority of the CCRC.

The regular location of the CCRC will be in the Finance Meeting Room located on the second floor of the Government Services Building.

There must be a quorum of the CCRC, which will consist of 4 members, to conduct any permanent changes or decide any permanent matters for the CCRC.

The Clerk shall prepare a draft of the minutes for all meetings and send the draft minutes to all members of the CCRC for approval prior to uploading the official minutes to the Camden County website.

Comments or suggestions for the CCRC should come through a CCRC member to all the members at a regular designated meeting.

## Board of County Commissioners November 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
	<b>Nov 1</b>  Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	<b>Nov 2</b>	<b>Nov 3</b>  Board of Assessor Regular Meeting 6:00 PM, Woodbine	<b>Nov 4</b>
<b>Nov 7</b>	<b>Nov 8</b>	<b>Nov 9</b>	<b>Nov 10</b>  Public Service Authority Regular Meeting Community Room, Wildcat Drive, Kingsland 5:30 PM	<b>Nov 11</b>  County offices will be closed in observance of Veteran's Day.
<b>Nov 14</b>	<b>Nov 15</b>  Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	<b>Nov 16</b>	<b>Nov 17</b>  Board of Assessor Regular Meeting 6:00 PM, Woodbine	<b>Nov 18</b> JDA Meeting 9:00 AM Center for Industry & Commerce Located at North Center, Kingsland  Employee Thanksgiving Lunch 11-2 Government Services Complex Historic Courtroom
<b>Nov 21</b>	<b>Nov 22</b>	<b>Nov 23</b>	<b>Nov 24</b>  County offices will be closed in observance of Thanksgiving.	<b>Nov 25</b>  County offices will be closed in observance of Thanksgiving.
<b>Nov 28</b>	<b>Nov 29</b>	<b>Nov 30</b>  Planning Commission Meeting 6:00 PM Annex - Kingsland		

## Board of County Commissioners December 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
			Dec 1	Dec 2
<b>Dec 5</b>	<b>Dec 6</b> Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	<b>Dec 7</b>	<b>Dec 8</b> Board of Assessor Regular Meeting 6:00 PM, Woodbine	<b>Dec 9</b>
<b>Dec 12</b>	<b>Dec 13</b>	<b>Dec 14</b>	<b>Dec 15</b>	<b>Dec 16</b>
<b>Dec 19</b>	<b>Dec 20</b>	<b>Dec 21</b>	<b>Dec 22</b>	<b>Dec 23</b> County offices will be closed in observance of the Christmas holiday.
<b>Dec 26</b> County offices will be closed in observance of the Christmas holiday.	<b>Dec 27</b> County offices will be closed in observance of the Christmas holiday.	<b>Dec 28</b> Planning Commission Meeting 6:00 PM Annex - Kingsland	<b>Dec 29</b>	<b>Dec 30</b>