

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Comprehensive Facilities Energy Savings Project - Phase 2

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Authorizing Resolution

HISTORY, FACTS AND ISSUES: On September 27, 2022, the Board approved a Resolution to proceed with Phase 2 of the Comprehensive Facilities Energy Savings Project. Phase 2 includes replacing two chillers, one boiler, and 170 control valves in the Judicial and Administrative Complex.

Before the Board now is an Authorizing Resolution approving Amendment 1 to the Bundled Energy Solution Project Agreement and an Amended and Restated Annual Cost Avoidance Agreement Amendment, both with ABM. This Resolution also approves an Equipment Lease/Purchase Agreement (and related documents) financing the cost over 20 years.

The contract price is \$1,364,736. The Resolution provides the principal amount (including capitalization of interest and closing costs) will not exceed \$1,500,000.

OPTIONS: 1. Adopt the Resolution as presented.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AUTHORIZING RESOLUTION
FOR GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACTS
AND LEASE PURCHASE AGREEMENT

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENT 1 TO BUNDLED ENERGY SOLUTIONS PROJECT AGREEMENT AND AMENDED AND RESTATED ANNUAL ENERGY COST AVOIDANCE AGREEMENT, BOTH WITH ABM BUILDINGS SOLUTIONS, LLC, RELATING TO ENERGY CONSERVATION MEASURES, AND TO ENTER INTO AN EQUIPMENT/LEASE PURCHASE AGREEMENT WITH CAPITAL ONE PUBLIC FUNDING, LLC TO FINANCE THE COSTS THEREOF FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Lowndes County, a political subdivision of the State of Georgia (the “County”), is authorized by the laws of the State of Georgia, including the Guaranteed Energy Savings Performance Contracting Act codified in Chapter 37 of Title 50 of the Official Code of Georgia Annotated (the “Act”), to enter into guaranteed energy savings performance contracts with a selected qualified energy services provider, to elect to implement energy conservation measures in one or more phases with the selected qualified energy services provider, and to enter into lease purchase agreements to finance the costs associated with guaranteed energy savings performance contracts; and

WHEREAS, ABM Building Solutions, LLC (“ABM”) is a qualified energy services provider selected by the County to implement energy conservation measures pursuant to a guaranteed energy savings performance contract in accordance with the Act; and

WHEREAS, the County entered into a certain Bundled Energy Solutions Project Agreement and a certain Annual Energy Cost Avoidance Agreement, both with ABM, and both bearing Proposal Date April 12, 2021; and

WHEREAS, it is hereby determined that a true and real need exists for the County to implement a second phase of energy conservation measures with ABM by entering into that certain Amendment 1 to Bundled Energy Solutions Project Agreement bearing Amendment Date October 17, 2022, and that certain Amended and Restated Annual Energy Cost Avoidance Agreement bearing Amendment Date October 17, 2022, both with ABM, providing for the energy conservation measures identified therein (the “Amendments”); and

WHEREAS, in order to finance the costs associated with the Amendments, the County proposes to enter into (i) that certain Equipment Lease/Purchase Agreement (the “Lease Purchase Agreement”) with Capital One Public Funding, LLC, as lessor (the “Lessor”) in a principal amount

(including capitalization of interest and closing costs) not to exceed \$1,500,000 and an interest rate not to exceed 4.90% per annum, (ii) that certain Escrow Fund and Account Control Agreement (the "Escrow Agreement") with the Lessor and Bank OZK, as escrow agent, and (iii) that certain Federal Tax Agreement (the "Tax Agreement," and together with the Amendments, the Lease Purchase Agreement, and the Escrow Agreement, the "Transaction Documents"); and

WHEREAS, the governing body of the County deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Transaction Documents and all the documentation relating to the Amendments and the financing of the costs associated with the Amendments on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the County as follows:

Section 1. Approval of Transaction Documents. The Amendments and the financing of the costs associated with the Amendments is found to be advantageous to the County, in the public interest, and authorized by Georgia law including the Act and O.C.G.A. § 36-60-13. The forms, terms and provisions of the Transaction Documents are hereby approved, with such insertions, omissions and changes as shall be approved by (a) the Chairman of the Board of Commissioners of the County or, alternatively, its Vice Chair, and (b) the Clerk of the Board of Commissioners (collectively, the "Authorized Officers") or other officers of the governing body of the County executing the same, the execution of the Transaction Documents being conclusive evidence of such approval; and the Authorized Officers or other officers of the County are hereby authorized and directed to execute, and the Authorized Officers or other officers of the County are hereby authorized and directed to attest and countersign the Transaction Documents and any related exhibits attached thereto and to deliver the Transaction Documents (including such exhibits) to the respective parties thereto, and the Clerk or other officers of the County are hereby authorized to affix the seal of the County to such Transaction Documents, if required.

Section 2. Other Actions Authorized. The officers and employees of the County shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of disbursement requests and closing certificates, as contemplated in the Lease Purchase Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents.

Section 3. Appointment of Authorized the County Representatives. The Authorized Officers of the County are each hereby designated to act as authorized representatives of the County for purposes of the Transaction Documents until such time as the governing body of the County shall designate any additional or different authorized representative for purposes thereof.

Section 4. Information Reporting. Any officer of the County is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G, "Information Return for Tax-Exempt Governmental Obligations," as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Transaction Documents shall be deemed to be a stipulation, obligation or agreement of any member, officer, agent or employee of the County in his or her individual capacity.

Section 6. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the County which are in conformity with the purposes and intents of this Resolution and the execution, delivery and performance of the Transaction Documents shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 7. Severability. If any section, paragraph, clause or provisions of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the County this 25th day of October, 2022.

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

ATTEST:

By: _____
Belinda Lovern
Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) Local Project Delivery
Application - Twin Lakes Road Paving and Drainage Improvements

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: TIA Local Project Delivery Application - Twin Lakes Road

HISTORY, FACTS AND ISSUES: Twin Lakes Road Paving and Drainage Project is on the Transportation Investment Act (TIA) Constrained Project List to begin Professional Engineering Services in November 2022. The Local Project Delivery Application begins the process to allow Lowndes County staff to manage the project. If approved, the Georgia Department of Transportation will send an approval letter and a formal agreement to be approved.

Twin Lake Paving and Drainage Improvements
Budget - \$2,000,000.00
Estimated Let Date - January 2024

The project includes improving drainage and paving Twin Lakes Road beginning at the apron of the railroad tracks of Highway 41 and ending at Loch Laurel Road. The project is approximately 1.69 miles.

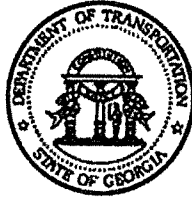
OPTIONS: 1. Approve the application and authorize the Chairman to sign the application.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Transportation Investment Act (TIA) Local Project Delivery Application

| Section I – Local Government Applicant Information | | |
|-----------------------------------------------------------|--------------------|-----------------------------------------------|
| Applicant Lowndes County | | Main Contact Michael Fletcher, P.E. |
| Contact Title County Engineer | | Phone Number 229-671-2424 |
| Contact Address 327 N Ashley Street | | |
| Address Line 2 2nd Floor Engineering Department | | |
| City Valdosta | State GA | Zip Code 31601 |

| Section II – Project Information | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------|---------------------------|
| County Lowndes | City N/A | Congressional District 8 | GDOT District 4 |
| Regional Commission Southern Georgia | | MPO Region (if applicable) | |
| Regional Commission ID Number/ PI Number/ and Project Name SGRC-119 / PI 0016280 / Twin Lakes Road Paving and Drainage Improvements | | | |
| <input type="checkbox"/> Local Government is LAP Certified | | | |

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

Section III-Attachments

Provide as attachments, the following information:

1. The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the following information:
 - a. Type of resources necessary (internal/external, breakdown by each phase, types, and anticipated costs)
 - b. Type of contracting mechanism
 - c. Local Government's plan to contract and fund selected phase(s) until TIA revenues are available for reimbursement; and
 - d. If Project is on the State Route system.
2. Previous experience with Project or Program Delivery. List no more than 4 and no less than 2 projects of similar scope and cost. Provide dates of initializing PE, right of way acquisition, letting and completing construction for each. Provide the percentage breakdown of Local Government's project management and program management costs for each project. Provide original estimated cost and final completed cost by phase.
3. Procedures currently in place or that will be in place for managing Project quality, scope, schedule, and budget.
4. Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.
5. The Local Government's expense eligibility guidelines for delivering local transportation projects; or procedures in place for contract payment validation.
6. The MPO recommendation (if within MPO).
7. The Local Government's conflict of interest policy.

Complete the information below, add the appropriate attachments and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I, Bill Slaughter (Name), the Chairman

(Title), on behalf of Lowndes County Board of Commissioners, who being duly sworn do swear that the

information given herein is true to the best of his/her knowledge and belief.

LOCAL GOVERNMENT:

_____ (Signature)

Sworn to and subscribed before me,

Chairman (Title)

This _____ day of _____, 20____.
In the presence of:

_____ (Date)

NOTARY PUBLIC

SEAL:

My Commission Expires:

16280 – Twin Lakes Road Paving and Drainage Improvements

- 1a. County Engineering Staff to oversee project
Consultant Design Engineer for development of construction plans
Consultant will handle R/W acquisition along with Lowndes County Staff
Utility Owner/Contractor will relocate utilities
Construction Management by County Staff
Anticipated Cost: \$2,000,000
- 1b. Lowndes County Procurement Policy
- 1c. Lowndes County Contract
Funding from TIA 25% Discretionary and Local SPLOST Funds
- 1d. No – Lowndes County Road

- 2a. Old US 41 Widening Phase 1
County Staff provided 100% oversight
Begin PE Sept 2014
Let January 2015
Award February 2015
Construction Start May 2015
Completion August 2015
Project Estimate \$1,000,000
Contact Amount \$990,500

- 2b. Copping Road Paving Project
County Staff provided 100% oversight
Begin PE June 2014
Let April 2015
Award June 2015
Construction Start July 2015
Completion April 2016
Project Estimate \$1,600,000
Contact Amount \$1,493,274

- 2c. Zipperer Road Paving Project
County Staff provided 100% oversight
Begin PE June 2014
Let September 2015
Award October 2015
Construction Start December 2015
Completion June 2016
Project Estimate \$1,250,000
Contact Amount \$1,154,541

3. Lowndes County Staff will have dedicated staff to manage and monitor the project on a daily basis.

4. Lowndes County Staff will have staff dedicated to provide regular reports to the GDOT office.

5. Lowndes County Engineering Staff will follow the Lowndes County Procurement Policy.

6. MPO Approval

7. Lowndes County has no conflict of interest regarding this project.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Patrol Car Laptop Lease

DATE OF MEETING: October 25, 2022

Work Session/Regular
Session

BUDGET IMPACT: Total: \$150,900.00 (\$50,300.00 per year)

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Patrol Car Laptop Lease

HISTORY, FACTS AND ISSUES: The Lowndes County Sheriff's Office has historically purchased the in-car computers through a lease with Dell. The request submitted is for a new three-year lease that will allow for a refresh of those computers, which includes a mount needed to secure the new model with the existing in-car docks.

The three (3) year total is \$150,900.00

The per year amount is \$50,300.00

The interest rate for three (3) years - with an interest rate of 3.99%

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

| | | | |
|----------------------|------------------------|-------------------|-------------------------|
| Quote No. | 3000133324673.1 | Sales Rep | Taylor Gunter |
| Total | \$142,946.51 | Phone | (800) 456-3355, 6180543 |
| Customer # | 6656045 | Email | Taylor_Gunter@Dell.com |
| Quoted On | Oct. 10, 2022 | Billing To | CRYSTAL SINGLETARY |
| Expires by | Nov. 09, 2022 | | LOWNDES COUNTY |
| Contract Name | Georgia End User | | PO BOX 1349 |
| Contract Code | Computing Agreement | | VALDOSTA, GA 31603-1349 |
| Customer Agreement # | C000000493100 | | |
| Deal ID | 99999-SPD0000161-0004 | | |
| | 17929704 | | |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Taylor Gunter

Shipping Group

| Shipping To | Shipping Method |
|---------------------------------------------------------------------------------------------------------------|-------------------|
| APRIL WRIGHT LOWNDES COUNTY 327 N ASHLEY ST ITS, 1ST FL VALDOSTA, GA 31601-5504 (229) 671-2455 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|-------------------------------------------------------------------------|------------|----------|--------------|
| Dell Latitude 5430 Rugged | \$2,067.39 | 67 | \$138,515.13 |
| Havis - Notebook docking station handle mounting kit - black - for Dell | \$66.14 | 67 | \$4,431.38 |

| | |
|----------------------------|---------------------|
| Subtotal: | \$142,946.51 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Non-Taxable Amount: | \$142,946.51 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |
| <hr/> | |
| Total: | \$142,946.51 |

Shipping Group Details

Shipping To

APRIL WRIGHT
LOWNDES COUNTY
327 N ASHLEY ST
ITS, 1ST FL
VALDOSTA, GA 31601-5504
(229) 671-2455

Shipping Method

Standard Delivery

| | Quantity | Subtotal |
|----------------------------------|-----------|-------------------|
| Dell Latitude 5430 Rugged | 67 | \$2,067.39 |

Estimated delivery if purchased today:

Oct. 27, 2022

Contract # C000000493100

Customer Agreement # 99999-SPD0000161-0004

| Description | SKU | Unit Price | Quantity | Subtotal |
|-----------------------------------------------------------------------------------------------|----------|------------|----------|----------|
| Dell Latitude 5430 Rugged | 210-BCFW | - | 67 | - |
| Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro) | 379-BERT | - | 67 | - |
| Windows 11 Pro, English, French, Spanish | 619-AQLP | - | 67 | - |
| No Microsoft Office License Included | 658-BCSB | - | 67 | - |
| Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics | 338-CCRK | - | 67 | - |
| ME Lockout MOD - Manageability | 631-ADED | - | 67 | - |
| 16GB, 2x8GB, 3200 MHz DDR4 Non-ECC | 370-AGTH | - | 67 | - |
| 256GB M.2 PCIe NVMe Class 35 Solid State Drive | 400-BMSB | - | 67 | - |
| 14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable | 391-BGGI | - | 67 | - |
| English US RGB Backlit Sealed Internal keyboard | 583-BILF | - | 67 | - |
| Intel AX210 WLAN Driver | 555-BHCC | - | 67 | - |
| Intel AX210 Wireless Card with Bluetooth | 555-BHCH | - | 67 | - |
| Hot surface warning label | 389-ECGC | - | 67 | - |
| Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery | 451-BCWC | - | 67 | - |
| 90W 461G Type-C EPEAT Adapter | 492-BDEL | - | 67 | - |
| Security - Smartcard reader | 346-BHQL | - | 67 | - |
| Power Cord 1M US | 450-AAEJ | - | 67 | - |
| Setup and Features Guide | 340-CXCE | - | 67 | - |
| Dummy Airbay Cover | 325-BEIV | - | 67 | - |
| ENERGY STAR Qualified | 387-BBPC | - | 67 | - |
| Custom Configuration | 817-BBBB | - | 67 | - |
| Dell Applications for Windows 11 | 658-BFIP | - | 67 | - |
| Mix Ship, Notebook, 5430 Rugged | 340-CYJC | - | 67 | - |
| VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr | 528-CHEC | - | 67 | - |
| Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough | 319-BBHV | - | 67 | - |

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------|----------|---|----|---|
| Additional TBT/Type-C port | 325-BEJZ | - | 67 | - |
| Rigid handle | 750-ADPK | - | 67 | - |
| ProSupport Plus: Next Business Day Onsite, 3 Years | 808-6797 | - | 67 | - |
| Dell Limited Hardware Warranty Initial Year | 808-6805 | - | 67 | - |
| ProSupport Plus: Accidental Damage Service, 3 Years | 808-6817 | - | 67 | - |
| ProSupport Plus: Keep Your Hard Drive, 3 Years | 808-6818 | - | 67 | - |
| ProSupport Plus: 7X24 Technical Support, 3 Years | 808-6847 | - | 67 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 | 997-8367 | - | 67 | - |

| | | | | |
|--------------------------------------------------------------------------------|--|----------------|-----------------|-------------------|
| | | | Quantity | Subtotal |
| Havis - Notebook docking station handle mounting kit - black - for Dell | | \$66.14 | 67 | \$4,431.38 |

Estimated delivery if purchased today:
Dec. 01, 2022
Contract # C000000493100
Customer Agreement # 99999-SPD0000161-0004

| Description | SKU | Unit Price | Quantity | Subtotal |
|-------------------------------------------------------------------------|----------|------------|----------|----------|
| Havis - Notebook docking station handle mounting kit - black - for Dell | AB904613 | - | 67 | - |

| | |
|---------------------------|---------------------|
| Subtotal: | \$142,946.51 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$142,946.51 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Lowndes County, GA

October 18, 2022

Dell Financial Services L.L.C ("DFS) is pleased to present the following lease proposal.

| Product Description | Term | Purchase Option | Rate Factor | Currency | Payment Frequency | Payment Timing | Pro Rate Applicable | Consolidation Period |
|---------------------|------|-----------------|-------------|----------|-------------------|----------------|---------------------|----------------------|
| Latitude | 36 | TELP | 0.08797 | USD | Quarterly | Advance | No | Quarterly |

Pricing is valid for orders placed between **10/18/2022** to **10/28/2022**

Upon expiration, lease rates may be changed in the event that market rates change.

THE LEASE WILL BE GOVERNED BY THE TERMS IN YOUR FULLY EXECUTED LEASE DOCUMENTS.

Additional Information

Changes in the Dell products ordered or the lease structure referenced above may result in changes in the rates. Quotes do not include applicable taxes (including sales or property/use), shipping charges, insurance premiums, or fees, such as (but not limited to) maintenance, filing, licensing or state recycling fees, all of which shall be for your account. If you claim exemption from taxes, proof of such exemption will be required at time of lease.

All terms are subject to credit approval, execution and return of mutually acceptable lease documentation, and do not constitute a firm offer of financing. DFS may revise this pricing proposal at any time including during the period set forth above with or without cause unless we have expressly limited our right to do so in a written agreement with you.

The following documents may also be required in addition to your Lease Agreement.

- Validity Opinion (Secretary/Clerk Certificate may be substituted in some cases.)
- Red Book Bond Counsel Tax Opinion (May be required based upon transaction size and aggregate amount of existing leases.)
- IRS Form 8038 (Required for all tax-exempt leases.)
- Insurance Certificate
- Tax-Exempt certificate for sales and use taxes (if applicable)

End of Lease Options

Below are the typical end of lease options for fair market value and \$1 purchase option leases:

Typical Tax-Exempt Lease Purchase ("TELP") options

1. Exercise the option to purchase the products for one dollar; or,
2. For an agreed upon fee, return all products to DFS at lessee's expense.

Your end of lease options will be defined in your lease agreement.

Caren Wright

FSR

Dell EMC | Dell Financial Services

737-227-1568

caren_wright@dell.com

We appreciate your consideration and look forward to working with you. Subject to the terms of this letter, the above lease pricing shall apply to leases entered into by you and DFS for product orders you place with Dell during the time period set forth above.



Prepared For: **LOWNDES COUNTY**

October 18, 2022

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| | |
|----------------|----------------|
| Term | 36 |
| Option | TELP |
| Payments: | Quarterly |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |
| Rate Factor | 12 Payments |

| Dell Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | |
|-------------------|-----------------------------------|---------------|----------|---------------------|-------------|--------------------|
| 3000133324673.1 | Dell Latitude 5430 Rugged & Havis | \$2,133.53 | 67 | \$142,946.51 | 0.08797 | \$12,575.00 |
| TOTALS | | | | \$142,946.51 | | \$12,575.00 |

Proposal Expiration Date:
November 17, 2022

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

End of Term Options:
Tax Exempt Lease Purchase (TELP):
 • Exercise the option to purchase the products for \$1.00.
 • Return all products to lessor at the lessee's expense.

Caren Wright
 FSR
 Dell | Financial Services
 737-227-5168
caren_wright@dell.com

Additional Information:
LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**
PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.
INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.
APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.
DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.
PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.
INDEXING LANGUAGE: Upon expiration, lease rates may be changed in the event that market rates change.

LOWNDES COUNTY, GA

Amortization Table

*DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.

| | | | | | |
|-----------------------|------------------|-----------------------|------------------|-----------------|-----------------------|
| Total Financed Amount | | \$142,946.51 | | | |
| DLED* | | (9,648.89) | | | |
| DUE DATE | PAYMENT # | PAYMENT AMOUNT | PRINCIPAL | INTEREST | UNPAID BALANCE |
| | 1 | 12,575.00 | 12,575.00 | - | 138,325.05 |
| | 2 | 12,575.00 | 9,750.05 | 2,824.95 | 125,750.04 |
| | 3 | 12,575.00 | 9,978.21 | 2,596.80 | 113,175.04 |
| | 4 | 12,575.00 | 10,211.70 | 2,363.30 | 100,600.04 |
| | 5 | 12,575.00 | 10,450.66 | 2,124.35 | 88,025.03 |
| | 6 | 12,575.00 | 10,695.21 | 1,879.80 | 75,450.03 |
| | 7 | 12,575.00 | 10,945.48 | 1,629.53 | 62,875.02 |
| | 8 | 12,575.00 | 11,201.61 | 1,373.40 | 50,300.02 |
| | 9 | 12,575.00 | 11,463.73 | 1,111.28 | 37,725.01 |
| | 10 | 12,575.00 | 11,731.98 | 843.02 | 25,150.01 |
| | 11 | 12,575.00 | 12,006.52 | 568.49 | 12,575.00 |
| | 12 | 12,575.00 | 12,287.47 | 287.53 | - |

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY23 Law Enforcement Training Grant

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- CJCC Grant
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: FY23 Law Enforcement Training Grant

HISTORY, FACTS AND ISSUES: This award is made under the State of Georgia Law Enforcement Training Program grant. The purpose is to provide a law enforcement training grant program for state and local law enforcement agencies. This grant will allow the Lowndes County Sheriff's Office to purchase and use a virtual simulator to train law enforcement officers in life-like scenarios in a more efficient and effective way. This is also a training benefit for fire rescue and 911. The grant is \$100,000.00, with no cash match.

OPTIONS: 1. Approve
2. Board's Peasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Lowndes County Sheriff's Office

DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**CRIMINAL JUSTICE COORDINATING COUNCIL
FY23 LAW ENFORCEMENT TRAINING GRANT PROGRAM
SPECIAL CONDITIONS**

1. Non-compliance with any of the special conditions contained within this document, may result in the termination of this.

Initials _____

2. The grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) when using grant funds for the purpose of hosting or attending any conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events.

Initials _____

3. The grantee must collect, maintain, and submit data to CJCC that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes specified by CJCC.

Initials _____

4. The grantee understands and agrees that CJCC may withhold award funds or may impose other related requirements if the grantee does not satisfactorily and promptly address outstanding issues from audits required by the State of Georgia, or other outstanding issues that arise in connection with audits, investigations, or reviews of CJCC awards.

Initials _____

5. The grantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the grantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the grantee's grant awards, including, but not limited to: withholdings and/or other restrictions, designation of the grantee as a High Risk Grantee, or termination of an award(s).

Initials _____

6. The recipient agrees to cooperate with any assessments, evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Initials _____

7. The grantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award if the grantee is designated as a "High Risk Grantee."

Initials _____

8. The grantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials _____

9. The recipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC where appropriate and to respond to press or public inquiries.

Initials _____

10. Award recipients must provide to CJCC, using the Designation of Grant Official Form, the Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information or has changes during the award period, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

11. The grantee agrees to track, account for, and report on all funds from this award separately from all other funds. Accordingly, the accounting systems of the grantee must ensure that funds from this award are not comingled with funds from any other source. The grantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials _____

12. All grantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials _____

13. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant award shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the equipment is no longer utilized for its grant-funded purpose, the grantee will notify CJCC of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia

Initials _____

14. The grantee certifies that grant funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Grant funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Initials _____

15. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the grantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials _____

16. The grantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____

17. All project costs not exclusively allocated within the approved budget must be requested and approved via the Subgrant Adjust Request (SAR) process prior to any funds being expended.

Initials _____

18. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

19. All contracts under this award should be competitively awarded unless circumstances preclude competition. The grantee agrees to comply with their governing body's procurement policies. Should the grantee not have procurement policies in place, the grantee agrees to comply with the procurement policies of the state which can be found at <http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies>

Initials _____

20. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from state grants, termination of this grant award coupled with recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Authorized Official Signature

Date

Print Authorized Official Name

Title

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

REFERENCE NO.: 01

SUBGRANT AWARD

SUBGRANTEE: Lowndes County Board of Commissioners

IMPLEMENTING

AGENCY: Lowndes County BOC

FEDERAL FUNDS: \$ 100,000

MATCHING FUNDS: \$ 0

PROJECT NAME: Law Enforcement Training

TOTAL FUNDS: \$ 100,000

SUBGRANT NUMBER: K77-8-040

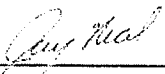
GRANT PERIOD: 10/01/22-10/31/23

This award is made under the State of Georgia Law Enforcement Training Program grant. The purpose is to provide a law enforcement training grant program for state and local law enforcement agencies. The program is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support scenario-based, hands-on training for law enforcement officers in use of force or de-escalation. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions. The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 10/01/22

Typed Name & Title of Authorized Official

58-6000856-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

| TRANS CD | REFERENCE | ORDER | EFF DATE | TYPE | PAY DATE | INVOICE | CONTRACT # |
|-----------|---------------------------|-------|----------|--------------|------------|-------------|------------|
| 102 | 01 | 1 | 10/01/22 | 9 | | ** | K77-8-040 |
| OVERRIDE | ORGAN | CLASS | PROJECT | | | VENDOR CODE | |
| 2 | 46 | 4 | 01 | | | | |
| ITEM CODE | DESCRIPTION 25 CHARACTERS | | | EXPENSE ACCT | AMOUNT | | |
| 1 | Law Enforcement Training | | | 624.41 | \$ 100,000 | | |

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Service Delivery Agreement Consideration

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Service Delivery Agreement

HISTORY, FACTS AND ISSUES: At the direction of Chairman Slaughter, the 2008 Service Delivery Strategy (SDS) Agreement, as required to be updated, is before you for consideration.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Exit 13 Lift Station and Force Main Project

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: \$1,084,938.91

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Exit 13 Lift Station and Force Main Project

HISTORY, FACTS AND ISSUES: The exit 13 collection system was installed several years ago with the understanding that the lift station would be installed once tenants were ready to build. Second Harvest is due to break ground soon, with due diligence occurring on other lots as well. In addition to the lift station, 1070 feet of force main will be required to connect the lift station to the discharge manhole. Staff advertised the project and two contractors submitted bids, James Warren & Associates for \$1,586,534.70 and RPI Underground, Inc. for \$1,084,938.91. Staff recommends approval of the Exit 13 Lift Station and Force Main project and to authorize the Chairman to sign the contract with RPI Underground, Inc. for \$1,084,938.91.

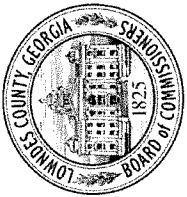
OPTIONS: 1. Approve the Exit 13 Lift Station and Force Main Project.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PROJECT NAME: Exit 13 Lift Station

BID SUMMARY SHEET

BID OPENING – OCTOBER 4, 2022, 2:00 PM

| CONTRACTOR NAME | BOND (Y/N) | ADDENDA RECEIVED (Y/N) | TOTAL BID |
|-----------------|------------|------------------------|----------------|
| RPI | Y | N/A | \$1,084,938.91 |
| JWA | Y | N/A | \$1,586,834.70 |
| | | | |
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Opened By: Clayton Milligan