

AGREEMENT are or might be levied, assessed, charged or imposed upon or against the PREMISES.

9. **TIMBER AND NATURAL RESOURCES** - The CONCESSIONAIRE shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the PREMISES, except as may be authorized under and pursuant to paragraphs 4 & 5 hereof. Permission may be granted in writing by the DEPARTMENT for cutting and removal of damaged or diseased trees.

10. **HUNTING AND TRAPPING** - The CONCESSIONAIRE shall not hunt or trap or allow hunting or trapping on the PREMISES.

11. **RATES AND PRICES** – Rates and prices charged by the CONCESSIONAIRE for goods and services furnished or sold to the public shall be reasonable and comparable to rates and prices charged for similar goods and services within the same geographic area.

12. **RIGHTS OF ENTRY TO INSPECT** – The DEPARTMENT, its agents, its employees, or others working at the direction of the DEPARTMENT, reserve the right to enter upon the PREMISES at any reasonable time to make inspections concerning the operation and maintenance of the lands, facilities and Collection provided hereunder.

13. **INSURANCE**

A. The DEPARTMENT will include the PREMISES on the inventory of DEPARTMENT property supplied to DOAS and will remit the appropriate insurance premium to DOAS as required by state law.

B. The CONCESSIONAIRE will procure and maintain a Commercial General Liability (CGL) Insurance Policy, including products and completed operations liability, and contractual liability coverage with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the State of Georgia as “ADDITIONAL INSURED”, but only with respect to claims which are not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the State for any claims covered by the Georgia Tort Claims Act. The policy or policies must be on an “occurrence” basis unless waived by the State. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the

CONCESSIONAIRE must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The CGL POLICY must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits specified herein.

- C. CONCESSIONAIRE will maintain insurance on the Collection as required under the Loan Agreement.
- D. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligations to insure as provided herein shall not terminate until the end of the Term of this AGREEMENT, as such Term may be renewed, modified or extended, or the CONCESSIONAIRE shall have vacated the PREMISES, whichever is the later.
- E. Failure of Insurers. The CONCESSIONAIRE is responsible for any delay resulting from the failure of its insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

14. **PROTECTION OF PROPERTY** - The CONCESSIONAIRE shall be responsible for any damage that may be caused to State property by the activities of the CONCESSIONAIRE under this AGREEMENT and shall exercise due diligence in the protection of all improvements, timber, and property of the State of Georgia which may be located on the PREMISES, including without limitation the Collection, against fire and damage from any and all other causes.

15. **DRUG-FREE WORKPLACE**

- A. Concessionaire certifies that:
 - 1. A drug-free workplace will be provided for the CONCESSIONAIRE'S employees during the performance of this AGREEMENT; and
 - 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Concessionaire's name), (subcontractor's name) certifies to the CONCESSIONAIRE that a drug-free workplace will be provided for the subcontractor's employees during the performance of this AGREEMENT pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

- B. The CONCESSIONAIRE acknowledges that it may be suspended, terminated or debarred if it is determined that:
1. The CONCESSIONAIRE has made false certification hereinabove; or
 2. The CONCESSIONAIRE has violated such certification by failure to carry out the requirements of the Code of Georgia Section 50-24-3.

16. **TERMINATION**

- A. In the event that either of the parties to this AGREEMENT is not in compliance with any of the provisions of this AGREEMENT, either party may terminate this AGREEMENT by giving thirty (30) days written notice thereof to the other party. Also, the DEPARTMENT, upon finding that a violation constitutes a health or safety hazard to humans, may suspend the use of the operation or facility until such time as the violation is corrected or this AGREEMENT is terminated. Further, the filing of or acquiescing in by the CONCESSIONAIRE of any proceeding seeking any reorganization, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or appointment of any trustee or receiver for the CONCESSIONAIRE'S assets shall constitute a default under this AGREEMENT. Termination for non-compliance will not preclude the enforcement of any right under this AGREEMENT.

17. **MISCELLANEOUS PROVISIONS**

- A. This AGREEMENT and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- B. The parties hereto certify that the provisions of law prohibiting certain full and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State contained in O.C.G.A. Sections 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this AGREEMENT.
- C. All exhibits referenced in this AGREEMENT and attached hereto are incorporated herein and made a part hereof.
- D. This AGREEMENT and the proceeds of this AGREEMENT may not be assigned, except with the prior express written consent of the DEPARTMENT. CONCESSIONAIRE shall not engage any subcontractor in connection with the performance of this AGREEMENT without the prior express written consent of the DEPARTMENT.

- E. The failure of the DEPARTMENT at any time to require performance by the CONCESSIONAIRE of any provision hereof shall in no way affect the right of the DEPARTMENT thereafter to enforce that same provision or any part of the AGREEMENT, nor shall the failure of the DEPARTMENT to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the AGREEMENT itself.
- F. The CONCESSIONAIRE covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this AGREEMENT. The CONCESSIONAIRE further covenants that, in the performance of this AGREEMENT, it shall not employ or contract with any person having any such interest. Employees of the DEPARTMENT and their family members shall be prohibited from being employees or managers of the concession.
- G. It is agreed that for the purpose of this AGREEMENT the CONCESSIONAIRE is an independent contractor and shall be responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the conduct of concession business unless otherwise stipulated.
- H. It is agreed that neither the CONCESSIONAIRE nor anyone acting for the CONCESSIONAIRE shall at any time impose any obligation, debt or burden of any kind in the name of or charged to the State of Georgia or the DEPARTMENT.
- I. The CONCESSIONAIRE further agrees that the vending or otherwise sale and distribution of soft drink products to the general public, as related to the operation of this AGREEMENT on the PREMISES, shall be provided in accordance with the DEPARTMENT'S statewide agreement with an approved sponsoring vendor for the provision of said soft drink products. Failure of the CONCESSIONAIRE to comply with this provision may result in termination of this AGREEMENT according to paragraph 16.
- J. This AGREEMENT represents the sole and complete understanding of the terms of this AGREEMENT between the parties hereto and may be amended, changed or modified only by a written document signed by the parties hereto.
- K. Time is of the essence to this AGREEMENT.

- L. This AGREEMENT shall convey only a right to use and occupy the PREMISES in accordance with the terms and conditions set forth above and shall convey no estate or interest in real property.
- M. This AGREEMENT is executed in counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

(Remainder of page left blank)

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be entered into as of the date hereof.

DEPARTMENT OF NATURAL RESOURCES
STATE PARKS AND HISTORIC SITES DIVISION

Date

Witness

By: _____
Angie Johnson, Director

IRWIN COUNTY BOARD OF COMMISSIONERS

Date

Witness

By: _____
Carl Hutchinson, Chairman

EXHIBIT A

(insert legal description)

EXHIBIT B

(insert specimen artifact loan agreement)

EXHIBIT C

(insert artifact inventory)

ACH Fraud Prevention Policy

Purpose

To protect the organization from unauthorized ACH transactions, fraud, and financial loss through effective controls and monitoring.

Scope

Applies to all employees, systems, and processes involved in ACH payments (credits and debits).

Key Controls

1. Access & Security

- Restrict ACH access to authorized personnel only
- Require **multi-factor authentication (MFA)**
- Use role-based access with separation of duties

2. Dual Approval

- Require **two approvals** for:
 - ACH transactions
 - Vendor or banking changes
- Separate responsibilities between initiator and approver

3. Vendor Verification

- Independently verify all payment or bank detail changes
- Confirm via known contact (not email-provided info)
- Do not process changes based solely on email requests

4. Bank Protections

- Enable **ACH debit blocks or filters**
- Set transaction limits where available
- Use bank alerts for unusual activities

5. Monitoring & Reconciliation

- Review ACH transactions **daily**
- Reconcile bank accounts monthly
- Investigate any unusual or unauthorized activity immediately

6. Employee Awareness

- Train employees on fraud risks (phishing, BEC, social engineering)
 - Require prompt reporting of suspicious activity
-

Incident Response

If fraud is suspected:

1. Notify the bank immediately
 2. Attempt to stop or recall the transaction
 3. Disable compromised access
 4. Notify management and document the incident
-

Enforcement & Review

- Violations may result in disciplinary action
- Policy reviewed annually and updated as needed

Irwin County

County Administrator
Commission

COMM/1

JOB SUMMARY

This position manages the day-to-day operations of the county government and serves as the chief administrative officer and head of the administrative branch of county government, appointed for an indefinite term and serving at the pleasure of the Board of Commissioners based on administrative qualifications.

MAJOR DUTIES

- Manages the daily operations of the county government.
- Acts as liaison between the Board of Commissioners and the public by responding to inquiries and resolving conflicts.
- Serves as liaison between the Board and department heads; oversees the work of department heads and office personnel.
- Oversees preparation of the county budget by consulting with department heads and the Board of Commissioners, making and implementing recommendations, and controlling expenditures, and submits the annual operating budget and capital budget to the Board.
- Oversees the county's day-to-day financial operations.
- Assists the Board of Commissioners in the development and implementation of operating policies and procedures for the county and in the development of long- and short-term goals.
- Coordinates and works with a variety of external organizations, including municipal governments, and school officials.
- Directs the preparation of agendas for meetings of the Commission.
- Executes and manages county contracts; ensures the proper processing of bids.
- Supervises the administration of the affairs of the county and ensures all ordinances, resolutions, and regulations are faithfully executed and enforced.
- Attends all meetings of the Board of Commissioners (without vote except as permitted by law).
- Submits an annual report to the Board and makes it available to the public regarding finances and administrative activities.
- Keeps the Board fully advised as to the financial condition and needs of the county and makes recommendations.

- Provides reports to the Board concerning the operations of county departments, offices, and agencies.
- Is accountable for all county funds, property, and effects under his or her control.
- Maintains complete financial records showing all transactions and the financial condition of the county, open to inspection by the public.
- Maintains and annually updates an inventory of all county property.
- Maintains additional records and performs all duties necessary for efficient and economical administration of county affairs.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles and practices of public administration.
- Knowledge of budget development and management principles.
- Knowledge of relevant federal and state laws, county ordinances, and department policies and procedures.
- Knowledge of legislative processes related to local government.
- Skill in management and supervision.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in conducting research and preparing reports.
- Skill in operating computers and job-related software programs.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Board of Commissioners assigns work in terms of county goals and objectives. The County Administrator serves at the pleasure of the Board. The Board reviews work through conferences, reports, and observation of county activities.

GUIDELINES

Guidelines include federal regulations, county and state laws, and county and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative, supervisory, and management duties. The variety of duties contributes to the complexity of the position.
- The purpose of this position is to direct the operations of the county government. Successful performance contributes to the efficiency and effectiveness of county operations.

CONTACTS

- Contacts are typically with coworkers, elected and appointed officials, vendors, financial advisors, state auditors, media representatives, business owners, bankers, developers, and the general public.
- Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee frequently lifts light and occasionally heavy objects.
- The work is typically performed in an office, stockroom, warehouse, and outdoors, occasionally in cold or inclement weather.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over all department heads.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field; master's degree preferred.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the county government in order to direct and coordinate work within the county, usually interpreted to require five to eight years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.

STATE OF GEORGIA
COUNTY OF IRWIN

RESOLUTION NO. _____

A RESOLUTION OF THE IRWIN COUNTY, GEORGIA BOARD OF COMMISSIONERS CREATING THE IRWIN COUNTY DEVELOPMENT AUTHORITY, APPOINTING THE REQUISITE STATUTORY MEMBERS TO THE IRWIN COUNTY DEVELOPMENT AUTHORITY, ESTABLISHING GUIDELINES FOR THE IRWIN COUNTY DEVELOPMENT AUTHORITY, AND PROVIDING FOR THE REGISTRATION OF THE IRWIN COUNTY DEVELOPMENT AUTHORITY TO THE SECRETARY OF STATE FOR THE STATE OF GEORGIA.

WHEREAS, the Georgia Development Authorities Law, O.C.G.A. § 36-62-1, et seq., permits counties within the State of Georgia to establish its own development authority;

WHEREAS, the Irwin County Board of Commissioners (hereinafter referred to as the “County”) finds that there is a need for revitalization and economic development in Irwin County so as to develop and promote trade, commerce, industry, and employment opportunities for the public good and general welfare of Irwin County and the State of Georgia by and through the “Irwin County Development Authority”; and

WHEREAS, the “Irwin County Development Authority” seeks to create a climate favorable to the location of new industry, trade, and commerce, as well as for the development of existing industry, trade, and commerce within the City.

NOW, THEREFORE, BE IT RESOLVED, that:

Section 1. CREATION OF DEVELOPMENT AUTHORITY. It is hereby declared that there is a need for a development authority to function in the County of Irwin, State of Georgia. Pursuant to O.C.G.A. § 36-62-4, and with the express approval and resolve of the County, the “**Irwin County Development Authority**” (hereinafter “the Authority”) **is hereby created and activated.** The Authority shall transact business pursuant to, and exercise of powers provided by, the provisions of the Georgia Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, including but not limited to the powers granted to the Authority provided in O.C.G.A. § 36-62-6, as the same now exists and as it may hereafter be amended.

Section 2. BOARD MEMBERS AND OFFICERS. In accordance with O.C.G.A. § 36-62-4, the Authority shall consist of a Board of Directors (“hereinafter referred to as the “Board”) of not less than seven (7) and not more than nine (9) directors, which are to be appointed by virtue of this Resolution.

(a) LENGTH OF TERM; SUCCESSORS, O.C.G.A. § 36-62-4:

- i. **LENGTH OF TERM.** At the expiration of the current terms of office of the first four members of the Board, the County shall elect successors to such members to serve for initial terms of two years and shall elect successors to the remaining

members of the Board for initial terms of four years. Thereafter, the terms of all directors shall be for four years. The terms of any directors added to the original seven directors shall be four years.

- ii. NO SUCCESSOR ELECTED. If, at the end of any term of office of any director, a successor thereto has not been elected, the director whose term of office has expired shall continue to hold office until his or her successor is so elected; provided, however, that such hold-over period shall not exceed six months. In the event that such six-month hold-over period expires without a successor being elected, the remaining directors shall elect such successor.

(b) NON-PAYMENT FOR SERVICES. The members of the Authority shall receive no compensation for their services, but the member(s) shall be reimbursed for his/her/their actual expenses incurred in the performance of their duties.

(c) APPOINTMENTS. The following individuals, identified below, shall serve as members on the Board for the Authority for the service terms specified below and as provided herein.

- (1) Director 1, [Name 1], 2-year service term.
- (2) Director 2, [Name 2], 2-year service term.
- (3) Director 3, [Name 3], 2-year service term.
- (4) Director 4, [Name 4], 2-year service term.
- (5) Director 5, [Name 5], 4-year service term.
- (6) Director 6, [Name 6], 4-year service term.
- (7) Director 7, [Name 7], 4-year service term.
- (8) Director 8, [Name 8], 4-year service term.
- (9) Director 9, [Name 9], 4-year service term.

(d) QUORUM. A majority of the members of the Authority shall constitute a quorum, but no action shall be taken by the Board without the affirmative vote of a majority of the full membership of the Board.

(e) OFFICERS.

- i. CHAIR MEMBERS. The Board shall elect one (1) of their directors to act as the Chairman and one (1) of their directors to act as the Vice-Chairman. The Chairman and Vice-Chairman shall serve a term equivalent to their service term with the Board.
- ii. SECRETARY-TREASURER. The Board shall elect a Secretary and Treasurer, either of whom may be, but need not be, a Director. The Secretary and Treasurer may be the same person if the Board so chooses.

Section 3. AREA OF OPERATION. The Authority shall only undertake projects otherwise authorized by law **within the unincorporated areas of Irwin County**. No change in the ownership of any portion of the said area shall reduce the Authority's area of operations. Further, the Authority may also undertake any portion of a project related to utilities, road access or interior roads, or other infrastructure improvements, which may extend outside the said area, so long as those portions extending beyond the area of operation defined herein directly benefit the within-specified area. The members of the Authority may determine by resolution whether or not any particular project is within its area of operation, and any such determination shall be final and not subject to review.

Section 4. FILING WITH THE SECRETARY OF STATE. A copy of this Resolution shall be filed with the Secretary of State of Georgia.

Section 5. COUNTERPARTS. This Resolution may be executed in multiple counterparts and signature pages, but the same shall be considered one document.

Section 6. EFFECTIVE DATE. This Resolution shall become effective on the date of its adoption and signature by the County Chairman.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF IRWIN COUNTY
this ___ day of _____, 2026.

Vince Thompson, Chairman for Irwin County, State
of Georgia

ATTEST: _____
Patricia Battle, Irwin County Clerk

[SEAL]

