DAWSON COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA – THURSDAY, OCTOBER 17, 2024 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534 4:00 PM

NEW BUSINESS

- 1. Presentation of Second Georgia Public Library Services Major Repair and Renovation Grant-Chestatee Regional Library System Director Leslie Clark
- 2. Presentation of Memorandum of Agreement with the Georgia Department of Transportation to Install Lighting on State Route 9 at the Middle School- Public Works Director Robert Drewry
- 3. Presentation of FY 2025 Legacy Link Contract- Senior Services Director Dawn Johnson
- 4. Presentation of Purchasing Policy Ordinance Exception Request Concerning Government Center Air Duct Cleaning- Facilities Director James Tolbert / Purchasing Manager Melissa Hawk
- 5. Presentation of FY 2025 Proposed Budget- Chairman Billy Thurmond
- 6. County Manager Report
- 7. County Attorney Report

*A Voting Session meeting will immediately follow the Work Session meeting.



Comments/Attachments: _____

DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: <u>Dawson County Library</u>					k Session: Oct	ober 17, 2024
Prepared By:	Leslie Clark/N	<u> 1elissa Hawk</u>		Voting	Session: Nove	ember 7, 2024
Presenter: <u>Le</u>	slie Clark			Public Heari	ng: Yes	_ No <u>_ X</u>
Agenda Item	Title: Second	Georgia Public	c Library Serv	ices Major Re	pair and Reno	vation Grant
Background 1	Information:					
Grant on Ju	approved the fine 6, 2024, in the grant will fund to the first term of the first ter	he amount of \$	\$250,000 with	a 10% match,	to be funded f	rom Impact
Current Infor	mation:					
for addition Public Libra	f the renovational state funding ary Services Mich. I am reque	g. The Chestate ajor Repair an	e Regional Librad Renovation	ary System has Grant in the a	received a seconmount of \$24°	ond Georgia 7,000, with
Budget Inform Applicable: _		applicable:		Budg	eted: Yes	No
Fund	Department	Account #	Budget	Balance	Requested	Remaining
*If this item	ersonnel-relate is being reques led justification	ted to move to	the same day			onsideration,
	ntion/Motion: <u>S</u> 47,000, and ap	=		=	the second gra	ant, in the
Finance Depa	Head Authoriza artment Author ager Authorizat	rization: Vicki			Date: Date: 10/8/24 Date: 10/8/24	



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: <u>I</u>	Department: Public Works Work Session: October 17, 2024									
Prepared By:	Robert W. Dre	<u>ewry</u>		Voting Se	ssion: Novem	ber 7, 2024				
Presenter: Ro	bert W. Drewr	<u>y</u>		Public Hea	aring: Yes	No <u>X</u>				
	Title: Presentant for lighting of									
Background I	nformation:									
Staff asked plan include and the inst	The entrance into the Dawson County Middle School on State Route 9 has limited lighting. Staff asked Georgia Power to provide a plan to improve the lighting at this intersection. The plan includes the install of a new pole on the east side of this intersection with an LED fixture and the install of an additional LED fixture on an existing pole on the west side of this intersection. The Middle School has existing light fixtures on poles into the driveway to the school.									
9, Georgia F the proposed	will pay a moreover requires d lighting works and operation	the County to x. The MOA a	execute a stan	dard MOA wi	th the GDOT t	o authorize				
Current Inform	mation :									
In order to p	proceed with the GDOT.	he lighting, th	e Board must	authorize the	Chairman to o	execute the				
Budget Inform Applicable: _	nation: Not App	olicable: <u>X</u>		Budgeted	: Yes N	No				
Fund	Fund Department Account # Budget Balance Requested Remaining									
-	ersonnel-relate	-		•						
	s being request led justification		•	's voting sessi	on for BOC co	onsideration,				

Recommendation/Motion: <u>Board authorize the Chairman to execute a Memorandum of Agreement with the Georgia Department of Transportation for the install on lights on State Route 9 at the Middle School entrance.</u>

Department Head Authorization: <u>RWD</u> Date: <u>10/07/2024</u> Finance Department Authorization: <u>Vickie Neikirk</u> Date: <u>10/7/24</u>

County Manager Authorization: <u>J. Leverette</u> Date: <u>10/7/24</u>

Comments/Attachments: MOA and lighting plan

MEMORANDUM OF AGREEMENT

FOR

ROADWAY LIGHTING ON STATE ROUTE 9 at WOODBROOK FARM ROAD FOR DAWSON COUNTY MIDDLE SCHOOL, DAWSONVILLE, GA, DAWSON COUNTY

CONSISTING OF

Two (2) new 181W Archeon luminaries on one (1) new pole and one (1) existing pole for roadway lighting by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County.

BETWEEN

Dawson County, acting by and through its Board of Commissioners, hereinafter called the **COUNTY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **COUNTY** is requesting to install two (2) new 181W luminaries on one (1) new pole and one existing pole by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County

I. IT IS THE INTENTION OF THE PARTIES:

- A. That the **COUNTY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:
- 1. The **COUNTY** shall Install, Locate, Provide the Energy, Operate,
 Maintain and Design additional roadway/pedestrian lighting in accordance

with the Georgia Department of Transportation's Design Policy Manual, to install eighteen (18) new 73W LED luminaries on eighteen (18) new fiberglass poles by Permit No. 1282394 along State Route 293/Kensington Highway at Beavers Drive for Roundabout lighting in Bartow County.

- 2. The **COUNTY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.
- 3. The **COUNTY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.
- 4. The **COUNTY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.
- II. IT IS FURTHER AGREED, that the DEPARTMENT, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the COUNTY elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the DEPARTMENT reserves the right, at its sole

discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the COUNTY.

III. IT IS FURTHER AGREED that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

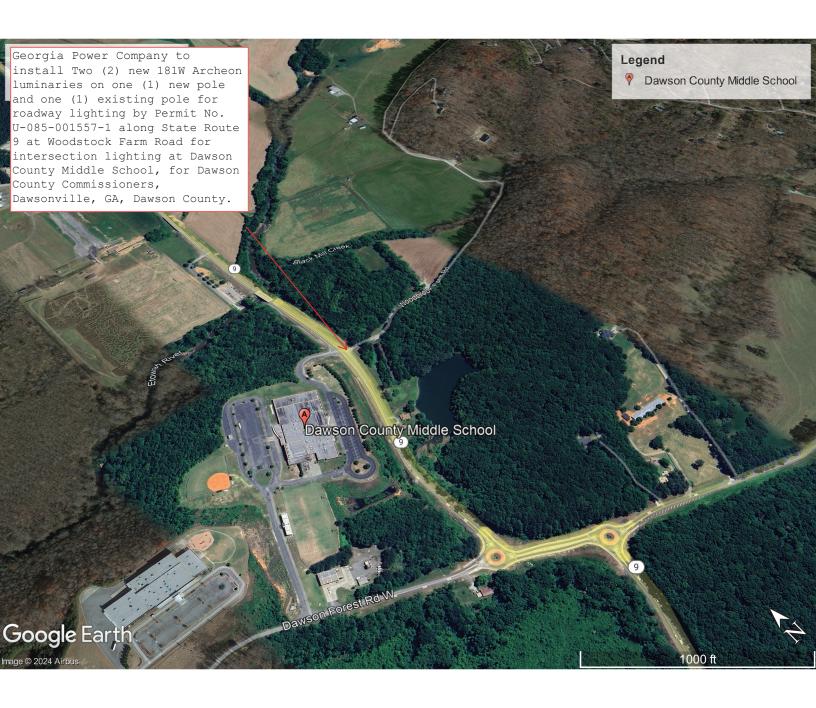
This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

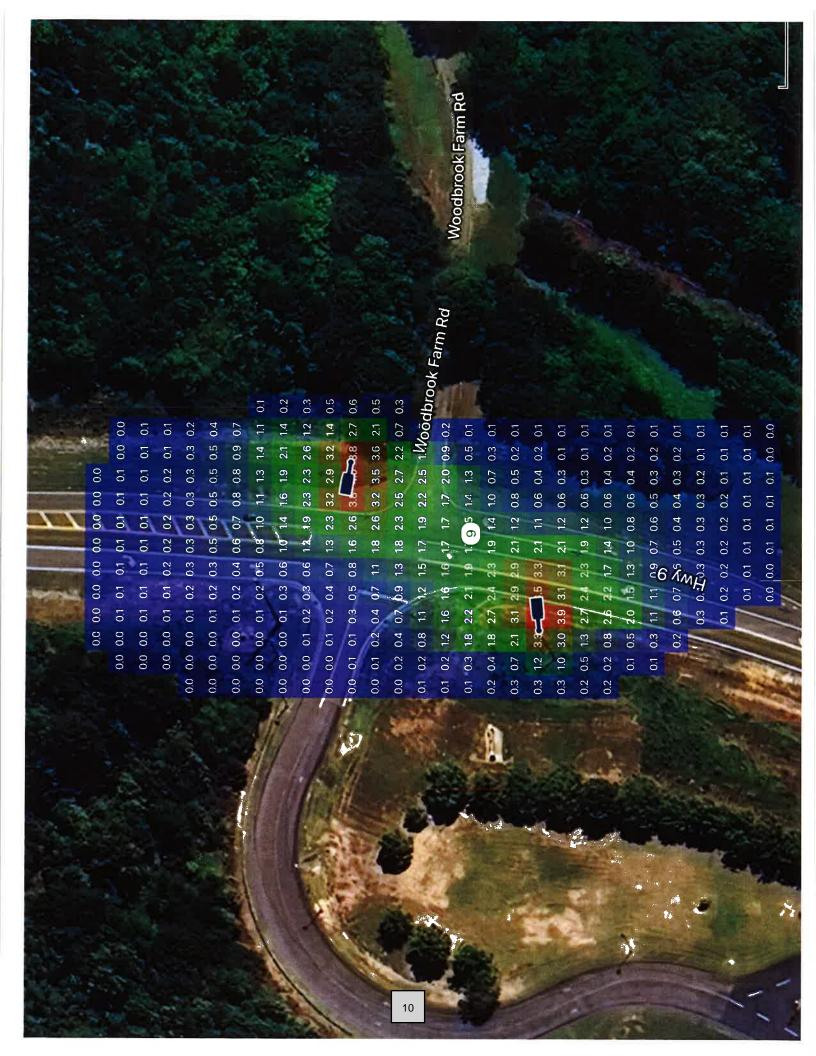
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered this day of,	GEORGIA DEPARTMENT OF TRANSPORTATION					
202, in the presence of:						
202_, in the presence of.	STATE UTILITIES ENGINEER					
WITNESS						
REQUESTED BY: DAWSON COUNTY	, GEORGIA					
BY:	BY:					
TITLE:	BY: WITNESS					
BY:						
SWORN TO AND SUBSCRIBED BEFORME ON THIS DAY OF						
This Agreement approved by Board of Commissioners at a	meeting					
held atthe,20	on BY:					
the day of ,20	Board Secretary					

9/17/2024 CW







August 27, 2024

Robert Drewry
Dawson County
5126 Highway 9
Dawsonville, GA 30534

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

- Install (2) 280-watt LED Area Fixtures
- Install (1) 30' wood pole
- Install approximately (375') of overhead conductor
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be \$150.00 and no upfront construction or installation fee.



There is a minimum 1-month agreement period for the lighting. At the end of the initial 1-month period the lighting contract moves to a month-to-month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Ben Jones 404-764-9823 (cell)

Lighting Services Agreement

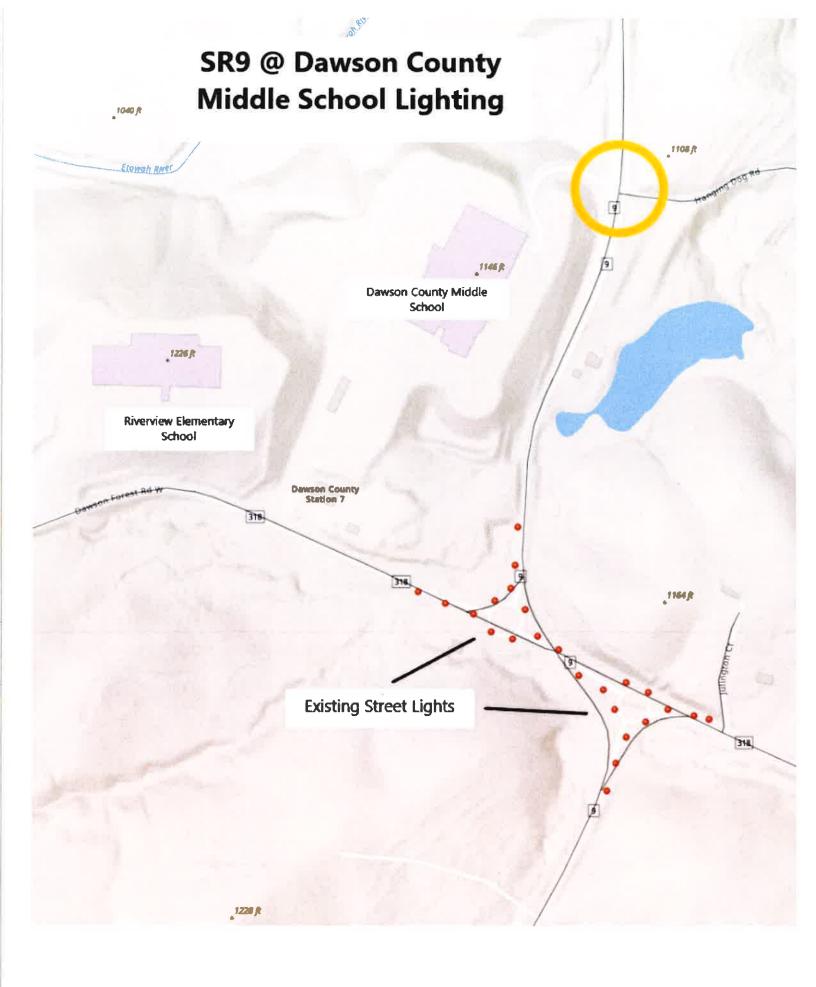


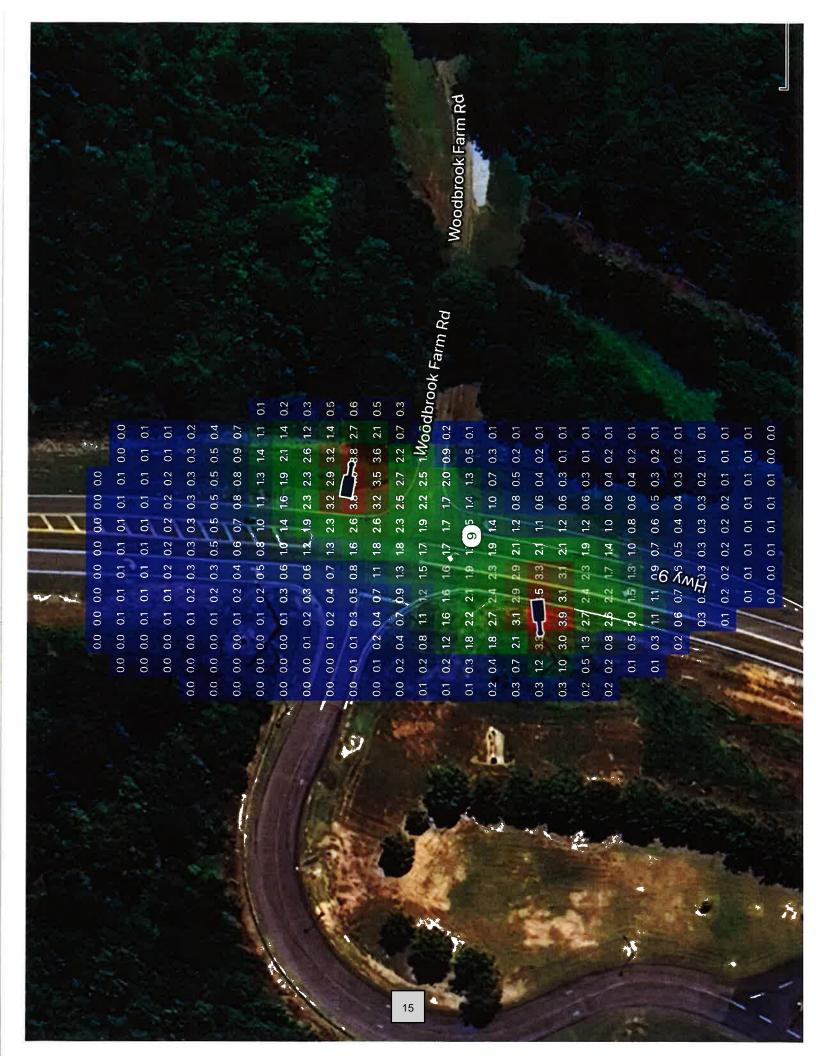
Project # LP97670

Customer Le	egal Name	DAWSON	COUNTY B	OARD OF COMMISSI	ONER DBA COM	IMISSIONER			
Service Add	ress <u>512</u>	6 Highway	9 DAWSON	NVILLE GA 30534		County Daw	rson - GA		
Mailing Add	ress 25	JUSTICE WA	AY STE 2220	DAWSONVILLE GA 3	0534				
Email				Tel #	706-344-3500	Alt Tel #			
Tax ID#				Business Description	Government				
Existing Customer	Aes M NO M Aes M NO M								
				Selected Com	ponents				
Action Qty Wattage Type Description									
INS	2	280	LED	Area					
Service C	ost (\$)	Regulated	Cost (\$)*	Monthly Cost (\$)*		Term (Months)	1		
	\$124.68		\$25.32	\$150.00		Term (Months)	· ·		
noted on this a	es to this Lig greement.			th Georgia Power Compan	y under the attached ter	ms and conditions and a	uthorizes all actions		
Туре	Custome	er Tariff	Conte	nt		Pre-Paymen	t (\$)		
NESC	Gov	EOL	NLC			\$0.00			
Customer recog	nizes that th	ne individual s	gning this Agr	eement on its behalf has a	uthority to do so.	1) 			
Georgia Power Authorization Georgia Power Authorization				tion					
Signature:					Signature:				
Print Name: 5.S. LEVERETTE					Print Name: Benjamin Jones				
Print Title:	Print Title: County MANAGER Print Title: Account Exec								
Date:	Date: 8/28/24 Date:								

TERMS and CONDITIONS (Lighting - Governmental Service)

- Agreement Scope. This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
- 2. Term and Termination. The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
- 3. Intent and Title. This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
- 4. Payment. GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
- 5. Premises Activity. Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reached to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
- 6. Installation and Underground Work. Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. <u>Customer Work.</u> If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter, Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. <u>Underground Facility/Obstruction Not Subject to Dig Law</u>. Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-91-25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. <u>Unforeseen Condition</u>. The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
- 7. GPC Asset Protection and Damage. Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
- 8. Pole Attachments. Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
- Interruption of Service. Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.
- 10. <u>Disclaimer; Damages.</u> GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100,00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
- 11. Risk Allocation. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
- 12. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
- 13. Default. Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
- 14. <u>Miscellaneous</u>. This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer, If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "includeling)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "writtern" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.







DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services			Work Sess	ion: 10-17-2024	ļ				
Prepared By: Dawn Johnson	Voting Ses	sion: 11-7-2024	ļ						
Presenter: Dawn Johnson			Public Hea	ring: Yes	_No <u>X</u>				
Agenda Item Title: Presentation of FY 2025 Legacy Link Contract									
Background Information:									
Legacy Link is our Area on A the programs we serve, inc Fitness, etc.	-	•			•				
Current Information:									
sources at \$171,338. The co	For FY 2024, Legacy Link has estimated funding through the Older Americans Act and other funding sources at \$171,338. The contract is similar to past contracts, but with an increase. Budget Information: Applicable: Not Applicable: Budgeted: Yes X No								
Fund Dept.	Acct No.	Budget	Balance	Requested	Remaining				
5520									
Recommendation/Motion: Ap	proval of FY 202	25 Legacy Link (Contract on Nov	vember 7, 2024	_				
Department Head Authorizati	on: <u>Dawn Johns</u>	<u>on</u>		Date: <u>10-7</u>	<u>7-2024</u>				
Finance Dept. Authorization: Vickie Neikirk Date: 10/7/24									
County Manager Authorization: <u>J Leverette</u> Date: 10/7/24									
County Attorney Authorization: Date:									
Comments/Attachments:									



September 16, 2024

Mr. Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Mr. Thurmond:

Please disregard the initial contract sent as there was a change. Enclosed are two (2) original copies of the Nutrition Program Services Contract for FY-2025 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2024 – June 30, 2025.

After the contracts have been reviewed and approved, please sign, and notarize both copies and return both copies to The Legacy Link, Inc., Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc., will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 710-6894 or email me at tnguen@legacylink.org. We are pleased to continue working with the Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

Tony Nguyen Finance Manager

Enclosure

4080 Mundy Mill Road, P.O. Box 1480, Oakwood, GA 30566 • 770-538-2650 • www.LegacyLink.org

Parties: The Legacy Link, Inc.

P.O. Box 1480

4080 Mundy Mill Road Oakwood, Georgia 30566 Phone No: 770-538-2650

Dawson County Commission 25 Justice Way, Suite 2313 Dawsonville, Georgia 30534 Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2024 to June 30, 2025

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2024 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite; and

WHEREAS, this component of said Area Plan also includes the provision of Transportation services to the elderly; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide Wellness services in Dawson County;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, Alzheimer Respite, and Transportation, Material Aid-Individual, and Wellness services in Dawson County;

NOW, THEREFORE, in consideration of the mutual promises

contained herein, the parties hereto do hereby agree as follows;

- Term. The term of this Agreement shall be from
 July 1, 2024 to 12:00 Midnight, Eastern Daylight Time, June 30, 2025.
- 2. <u>Description of Services</u>. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income minority and rural elderly.
- (a) Operation of one (1) nutrition program site to be located in Dawson County;
- (b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 8,000 units of congregate nutrition services to 80 elderly persons, 32,099 units of home-delivered nutrition services to 139 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.
- (c) Provide Alzheimer Respite Services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,936 units of Alzheimer Respite services to 5 persons in Dawson County. The hours of operation for Alzheimer Respite services are Mondays, Wednesday, and Friday from 10:00 a.m. to 02:00 p.m.
- (d) Provide Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 10,018 units of Transportation services to 80 persons.

(e) Provide 6,697 units of support pervices material side

individual services to 180 elderly persons and 2,936 units of paregiver services material aids individual services to 5 persons.

- (f) Provide Wellness services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 538 units of Lifestyle Management services to 75 persons; a total of 32 units of Nutrition Education services to 200 persons; a total of 625 units of Physical Activity services to 100 persons; a total of 26 units of Program Awareness/Prevention services to 30 persons in Dawson County.
- 3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2024 to June 30, 2025.

4. Reports.

- (a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2024.
- (b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2024.
 - (c) All reports shall be prepared on such forms and in such a

manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

- (a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2024, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.
- (b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty-Two Thousand Eight Hundred Eighty Four Dollars (\$62,884.00). The Legacy agrees to provide federal and state funds for congregate meals in the amount of Twenty Seven Thousand Seventy-One Dollars (\$27,071.00) and federal and state funds for homedelivered meals in the amount of Thirty-Five Thousand Eight Hundred Thirteen Dollars (\$35,813.00).
- (c) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Sixteen Thousand Two Hundred Fifty-Seven Dollars (\$16,257.00)
- (d) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Eleven Thousand Twenty-One Dollars (\$11,021.00).
- (e) The total compensation paid by the Legacy to the Contractor

 For Material Aid Other Individual services pursuant to this agreement

 shall not exceed Six Thousand Two Hundred Ninety Four Dellars

 (86,294.00).
- (f) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this Agreement shall not exceed Four Thousand Four Hundred Seventy Six Dollars (64,476.00).

6. Non-Federal Funds.

- (a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Seven Hundred Fourteen Dollars (\$4,714.00) will be available for nutrition site operations, One Thousand Eight Hundred Six Dollars (\$1,806.00) for Alzheimer services, One Thousand Three Hundred Sixteen Dollars (\$1,316.00) for Transportation Services, Four Hundred and Two dollars (\$402.00) for Material Aid Other Individual services, and Three Hundred Seventy Two Dollars (\$372.00) for Wellness Services.
- (b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 8,000 congregate and 32,099 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty Two Thousand Ninety Three Dollars (\$22,093.00) for congregate meals and One Hundred Thirty Two Thousand Nine Hundred Eighty Eight Dollars (\$132,988.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Five Hundred Forty One Thousand Three Hundred Sixty Nine Dollars (\$541,369.00).

- (c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.
- 7. <u>Unexpended Funds.</u> Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.
- 8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

- 9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.
- 10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:
- (a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2024 to June 30, 2025.
- (b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.
- $\hbox{(c)} \quad \hbox{Georgia Office of Aging Title III Manual of Policies and } \\ \\ \hbox{Procedures}$
 - (d) 45 CFR Part 74 Administration of Grants;
- (e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);
 - (f) 45 CFR Part 80 Civil Rights;
 - (g) 45 CFR Part 92;
 - (h) Office of Management and Budget, Circular A-102;
 - (i) The "Single Audit Act of 1984" (PL 98-502);

- (j) Reimbursement of travel expenses under this Agreement must not exceed rates in <u>Statewide Travel Regulations</u>.
- (k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);
 - (1) Opinions of the Attorney General of Georgia;
- (m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.
- 11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR Part 74 Administration of Grants.
- 12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of seven years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR Part 74 Administration of Grants.
- (a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
 - 13. Property. A property inventory record, including source of

funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

- (a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.
- (b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

- (c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.
- (d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.
- (e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.
- 16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.
- 17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and

transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

- 18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.
- 19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.
- 20. <u>Publicity.</u> Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring

agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

- 21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.
- 22. <u>Consultant/Study Contract</u>. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.
- 23. <u>Subcontracts</u>. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.
- 24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

- 25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.
- 26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.
- 27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.
- 28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered

Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

- 29. <u>Termination</u>. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.
- 30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

- (a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.
- (b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.
- 32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

^{*****}space left blank intentionally*****

	parties hereto have hereunto set their
hands and affixed their seals	s the day and year first above written.
	THE IDONOVIIND INC
	THE LEGACY LINK, INC.
	By:Chief Executive Officer/AAA Director
Subscribed and sworn to in our presence:	
Notary Public	
Notary Public	
	CONTRACTOR:
	DAWSON COUNTY COMMISSION
	By:Chairman
Subscribed and sworn to in our presence:	
Notary Public	



Comments/Attachments:

DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: <u>Facilities</u>					Session: Oct	ober 17, 2024
Prepared By:	Melissa Hawk	÷		Voting	Session: <u>Nove</u>	ember 7, 2024
Presenter: <u>Jar</u>	mes Tolbert			Public Hea	ring: Yes	No
Agenda Item	Title: <u>Purchasi</u>	ng Policy Ord	linance Exemp	tion Request		
Background I	nformation:					
· ·	budget hearii lly clean all HV	· ·				\$60,000 to
Current Infor	mation:					
\$60,000 and Ordinance va a Public Wo PO to be issassured that	es were received ServePro - \$ vaiver for this orks project unested to Stanley they are capab	\$164,760. We work and not a der the GA La y Steemer for	come to you release as a sew; therefore, i the work. Thi	today to requaled bid. This t is within you s is a reputab	uest a Purchas work does no or authority to	sing Policy t qualify as allow for a
Budget Inforr Applicable: <u>x</u>	nation: <u>x</u> Not Applica	ble:		Budgeted	l: Yes <u>xx</u> No	
Fund	Department	Account #	Budget	Balance	Requested	Remaining
350	1565 ersonnel-relate	521200 d request, has	\$60,000	\$60,000 ed by Human	\$47,300 Resources?	\$12,700
*If this item i	s being request led justification	ted to move to	the same day	•		
Purchasing Po	tion/Motion: Solicy to bid out the in the amou	the air duct c	leaning of the		-	
-	Iead Authoriza artment Author		e Neikirk		Date: _	1 <u>0/7/24</u>
County Mana	ger Authorizat	ion: <u>J Leveret</u>	<u>te</u>		Date:	10/7/24

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FLASH REPORT



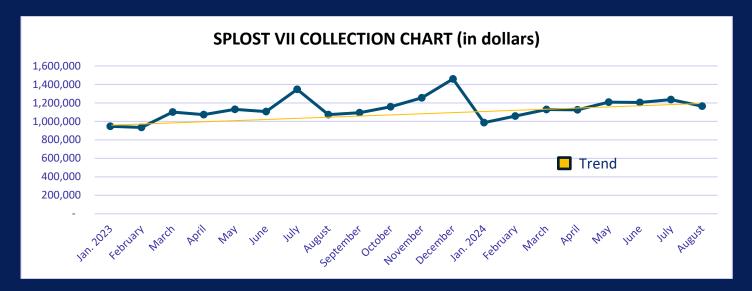


September 2024

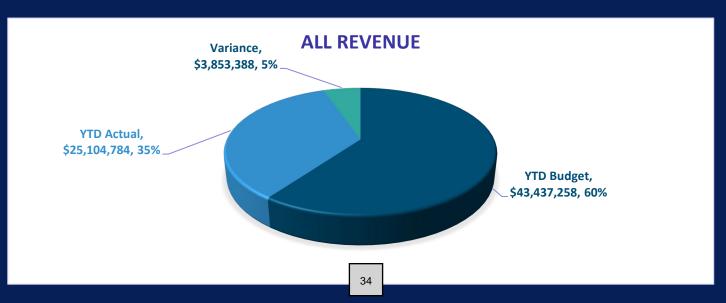
Dawson County Government

www.dawsoncountyga.gov

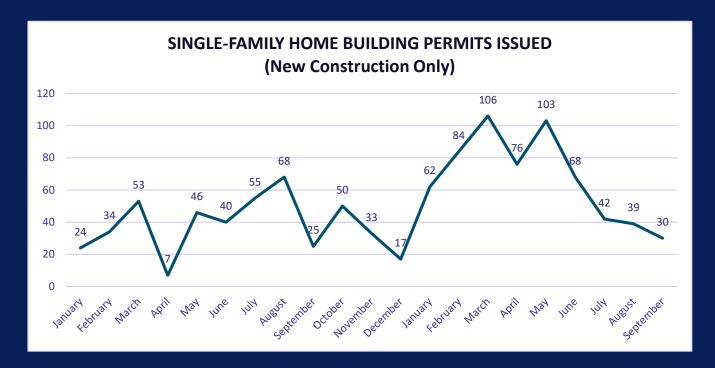
Finance

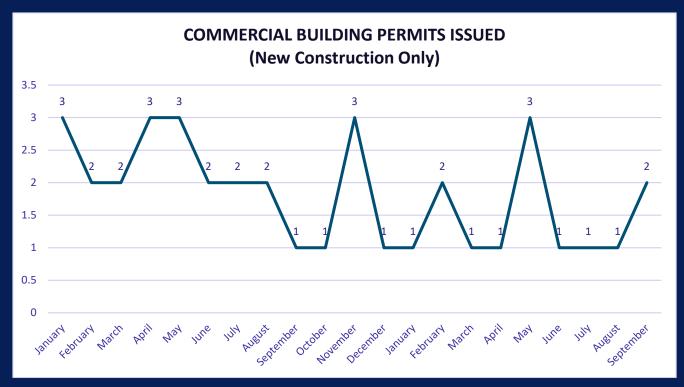


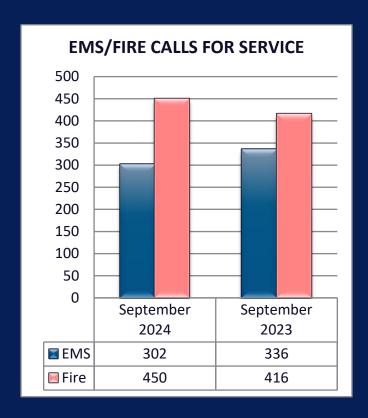


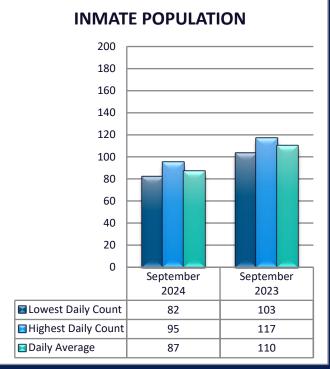


Planning & Development



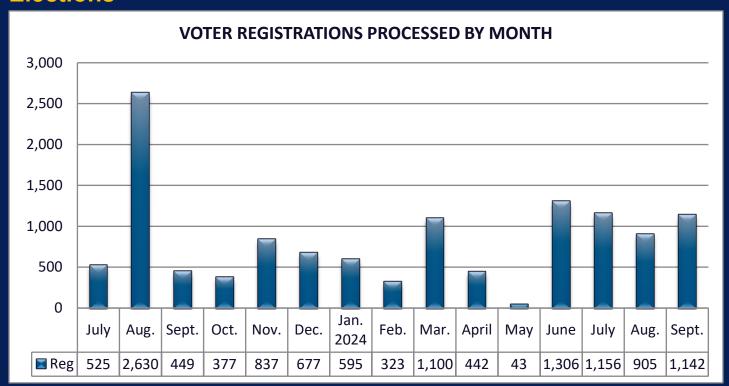






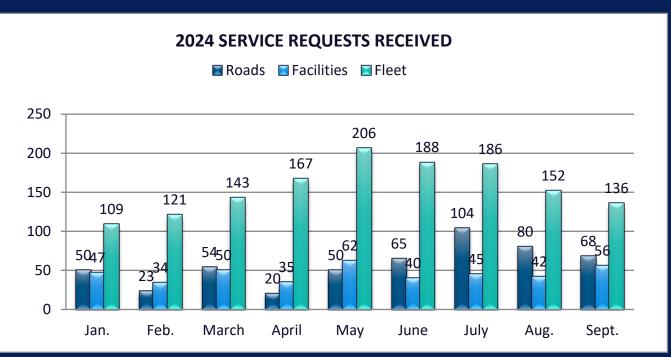
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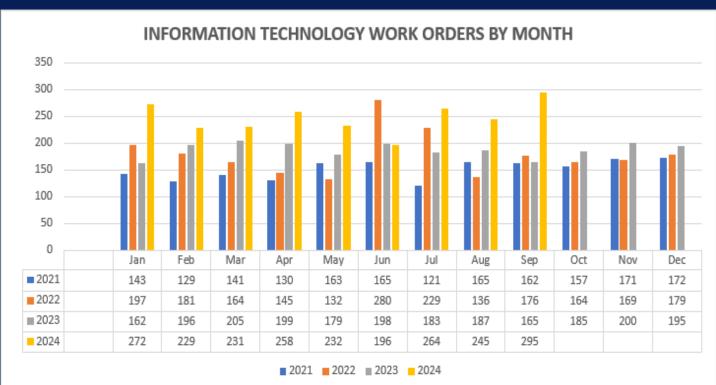
Elections



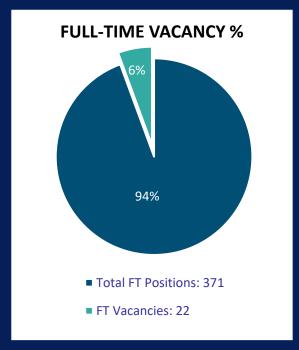
*May 2024 numbers low due to voter registration cutoff

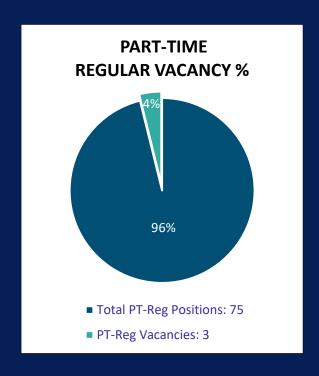
Service Requests by Department



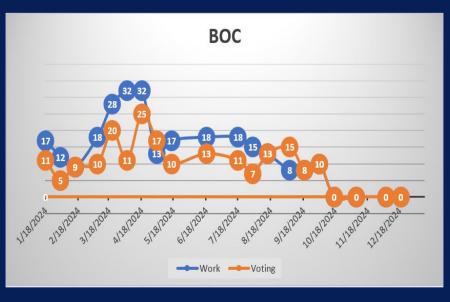


Human Resources





Public Relations

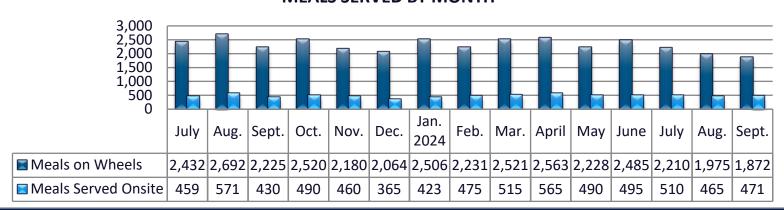


Streaming Viewers

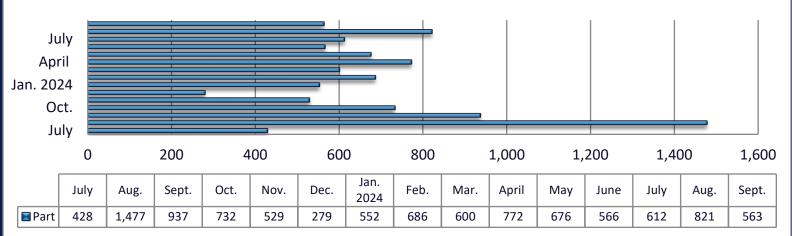


Senior Services

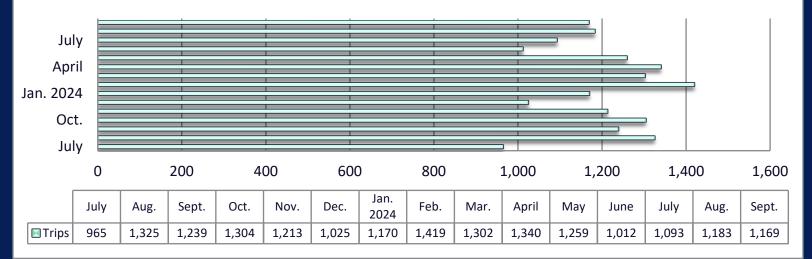
MEALS SERVED BY MONTH



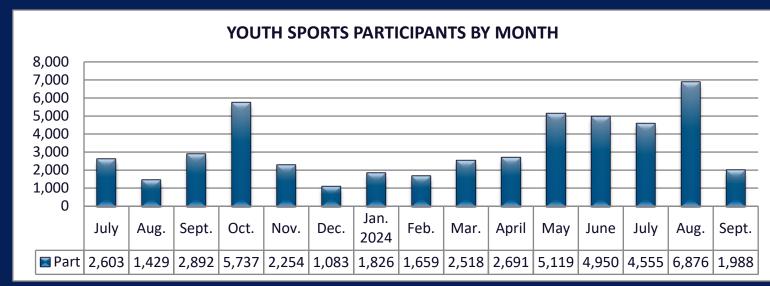


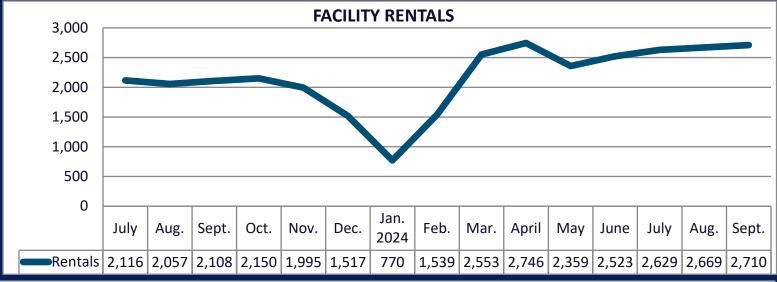


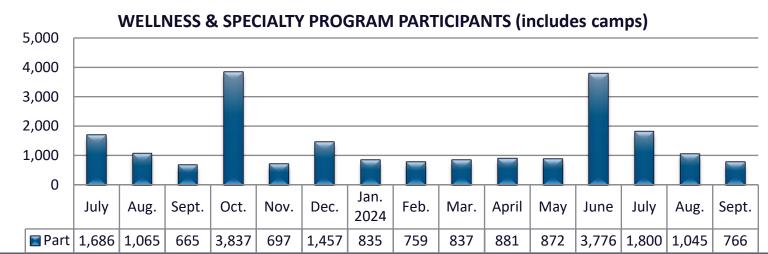
TRANSIT - TOTAL TRIPS



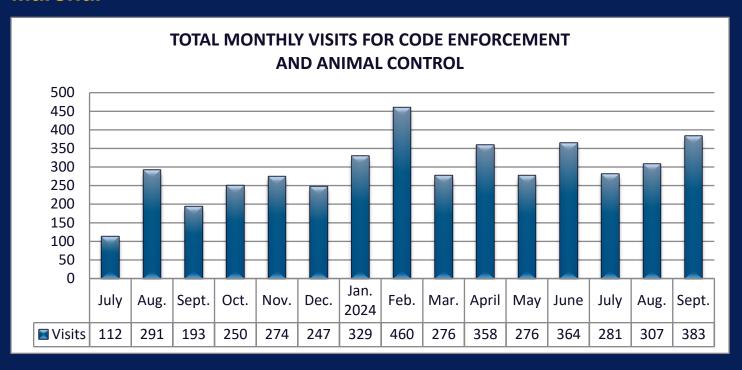
Parks & Recreation



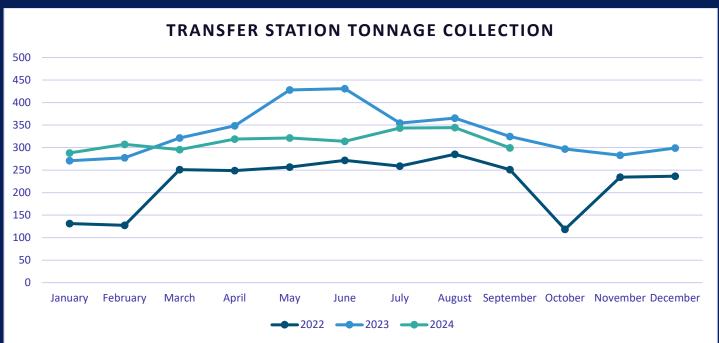




Marshal



Public Works



LOST and SPLOST Collections

Local Option Sales Tax (LOST) collections are up 8.5% for the same month in 2023 and up 4.9% for 2024 year to date. Special Purpose Local Option Sales Tax (SPLOST) collections are up 8.6% for the same month in 2023. Total SPLOST VII collections (July 2021 to present) are \$42,280,620.

August collections received in September are as follows:

LOST	\$1,003,422
SPLOST	\$1,165,533
County	\$1,064,132
City	\$101,401

Items Approved by the County Manager Since Last Report

Hill Foley Rossi	Public Health	A&E Services for New Public Health Facility	RFP	Contract	\$194,500	Funding Source – Public Health SPLOST VII Funds
BM&K	Administration	A&E Services for Proposed Fire Station 3, Fueling Station and Gymnasium	Professional Exemption	Agreement	\$56,900	Funding Source – Fueling Station SPLOST VII Funds
BM&K	Public Works	TSPLOST Program Management	RFP	Contract	Up to \$250,000 Annually	Funding Source – Public Works TSPLOST Funds

Amacher Brothers	Sheriff's Office – EMA	Construction Services – E911/EOC Facility	RFP	Contract	\$4,904,940	Funding Source – Sheriff's Office/EMA SPLOST VII Funds
KCI Technologies	Public Works	Engineering Services – Lumpkin Campground Road Intersection Improvement Projects	RFP	Contract	\$197,000	Funding Source – Public Works SPLOST VII Funds
Catalis	Magistrate Court	Case Management Software	Agreement	Purchase Order	\$19,344	Funding Source – Magistrate Court Capital Funds
ESO	EMS	Medical Supplies Inventory Software	Agreement	Purchase Order	\$3,195	Funding Source – EMS Regular Operating Budget
Dominion	Elections	Amendment to the Elections Equipment Contract	Contract Amendment	Invoice	\$2,910.04	Funding Source – Elections Regular Operating Budget