

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, FEBRUARY 23, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Request for Annual Renewal of Contract between Dawson County and Northeast Georgia Probation Services, Inc. for Probation Supervision and Rehabilitation Services - Judge Andrew Fuller
2. Presentation of request to place Little Lending Libraries on County Government Property - Nancy Stites, Family Connection Coordinator
3. Presentation of Request for Budget Increase for Legacy Link Local Match - Dawn Pruett, Director of Senior Services
4. Presentation of 2016 Board of Commissioners Expenses - Natalie Johnson, Accounting & Budget Manager
5. Presentation of Request for New Development Authority Member Training Funds - Chris Gaines, District 2 Commissioner
6. County Manager Report
7. County Attorney Report

Backup material for agenda item:

1. Presentation of Request for Annual Renewal of Contract between Dawson County and Northeast Georgia Probation Services, Inc. for Probation Supervision and Rehabilitation Services - Judge Andrew Fuller

**STATE OF GEORGIA
COUNTY OF DAWSON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 8th day of February, 20 17, by and between Dawson County, Georgia (hereinafter referred to as the "County") and Northeast Georgia Probation Services, Inc. (hereinafter referred to as "NGPSI"), upon the request and consent of the Chief Judge of the Dawson County Superior Court and the Dawson County Probate Court (hereinafter referred to as the "Courts").

WITNESSETH:

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with NGPSI with the consent of the Courts, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, NGPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Courts; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by NGPSI of such probation services as ordered by the Courts.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COUNTY

The County shall designate NGPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Superior and Probate Courts.

SCOPE OF SERVICES

NGPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Courts which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between NGPSI and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Courts.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in NGPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. NGPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Courts during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Courts to participate in such programs during the period of the Contract and assure that NGPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Courts shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Courts. NGPSI shall prioritize the collection of restitution before the collection of fines and probation fees. NGPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Courts as frequently as the Courts require on the amount of Court fines, costs, fees, and restitution ordered and collected from each offender. The report shall include the total dollar amount applied to Courts' ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Courts as frequently as the Courts require.
- N. Comply with all laws regarding confidentiality of offender records.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Courts shall assist NGPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for NGPSI to conduct pre-sentence or probationer investigations as may be requested. NGPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. NGPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.
- S. NGPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. NGPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.
- U. NGPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision. There are no caseload size limitations regarding pay-only cases.
- V. NGPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Courts. NGPSI will maintain records of community service participation and completion.
- W. NGPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Courts and shall require probationer's compliance. NGPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. NGPSI shall conduct on-site drug and alcohol screens as determined necessary by the Courts, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the courts' imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.

- Z. NGPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Courts. NGPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Courts shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Courts' Judicial Procedures.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 15th day of January, 2017, and shall continue with a specific expiration date of the 31st day of December, 2017, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within 30 days of the current term's expiration in accordance with O.C.G.A. §36-60-13.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligation of the County. The County shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §30-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the County determines there are deficiencies in the service and work provided by NGPSI, the County shall notify NGPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, NGPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by NGPSI in performing services pursuant to this Contract. If NGPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare NGPSI in default and this Contract shall be declared terminated upon receipt by NGPSI of notice thereof. NGPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by NGPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Dawson County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dawson County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event NGPSI defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to NGPSI, take possession of all records and other documents generated by NGPSI in connection with this Contract, and the County may use the same in the performance of the services described herein. NGPSI agrees to surrender peacefully said records and documents. The County shall provide NGPSI with a written receipt of those items over which the County assumes exclusive control. NGPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by NGPSI of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to NGPSI's representative, to all NGPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

NGPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- | | |
|-------------------------------|-------------------------------|
| Workers' Compensation | - Statutory |
| Bodily Injury Liability | - \$ 100,000 each accident |
| | - \$ 500,000 each occurrence |
| General Liability | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability | - \$1,000,000 each occurrence |

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by NGPSI, neither the County nor the Courts shall be liable to NGPSI, or to anyone who may claim a right resulting from any relationship with NGPSI, for any negligent act or omission of NGPSI, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, NGPSI agrees to indemnify and hold harmless the County and the Courts, their officials, employees, agents, or participants with the Courts and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of NGPSI, including wrongful criminal acts of NGPSI, or NGPSI's employees, agents, or representatives. Further, the County is to be named as an additional named insured on NGPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by NGPSI are professional services unique to NGPSI and are therefore not transferable or assignable without prior consent of the County and the Courts. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County: Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534

As to NGPSI: John C. Cox, President
Northeast Georgia Probation Services, Inc.
81 Crown Mountain Place, Suite C, Unit 500
Dahlonega, Georgia 30533

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and NGPSI.

IN WITNESS, WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

Dawson County Board of Commissioners

BY: _____
Billy Thurmond, Chairman

Northeast Georgia Probation Services, Inc.

BY: _____
John C. Cox, President

(Corporate Seal)

Approved:

Dawson County Superior Court

BY: C. Andrew Fuller
C. Andrew Fuller, Chief Judge

Dawson County Probate Court

BY: _____
Jennifer Burt, Judge

BY: _____
County Clerk

(County Seal)

NGPSI

Specifications for Services

| | |
|--|---|
| Pay-Only Probation Supervision | <p>\$38.00 per month</p> <p>Pay-only probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Courts.</p> |
| Basic Probation Supervision | \$38.00 per month |
| Indigent Supervision | \$0.00 – As determined and ordered by the Courts |
| Pre-Trial/Diversion Supervision | \$38.00 per month |
| Under the Influence Alcohol Course (for adults) | \$75.00 |
| Alcohol-Wise JV Course (for juveniles) | \$75.00 |
| Marijuana 101 Drug Education Course (for adults) | \$75.00 |
| Marijuana 101 JV Drug Education Course (for juveniles) | \$75.00 |
| STOPLifting Course (for adults) | \$75.00 |
| STOPLifting JV Course (for juveniles) | \$75.00 |
| Parent Alcohol and Drug Education Course (Parent-Wise) | \$0.00 |
| Electronic Monitoring | <p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p> |
| On-Site, Standard Multi-Panel Drug Screen | \$20.00 |
| ETG Screens | \$35.00 (If applicable) |
| Community Service Work Coordination | No Cost |
| Restitution Collection - Direct Disbursement to Victim | No Cost |
| Court and On-Line Access to the NGPSI Offender Management Computer Program | No Cost |
| Transfer of Supervision | For 24/7 Internet Access to all Offender Data and Activity |
| Domestic Violence Workshop | No Cost to any of our more than 40 locations nationwide |
| Anger Control Workshop | No Cost referral to a Certified Treatment Provider |
| Youthful Offender Workshop | No Cost referral to a Certified Treatment Provider |
| Resume and Interview Skills Development with Job Placement Assistance | No Cost |
| Indemnification of the County, and Naming the County as an Additional Insured | No Cost – Professional and General Liability |

Backup material for agenda item:

2. Presentation of request to place Little Lending Libraries on County Government Property
- Nancy Stites, Family Connection Coordinator



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Family Connection

Work Session: 2/23/17

Prepared By: Nancy Stites, Family Connection Coordinator

Voting Session: 3/2/17

Presenter: Nancy Stites

Public Hearing: Yes No

Agenda Item Title: Little Lending Libraries on County Government Property Request

Background Information:

Family Connection has been promoting the importance of early learning and grade-level reading by 3rd grade. They have recently joined the Chamber of Commerce Community Development Committee in promoting reading of all ages by having small lending libraries throughout the community. Our goal is to provide easy access to free books and hope that these little libraries will inspire reading! We are asking non-profits, civic clubs and other organizations to sponsor a little library by paying for the cost to build and maintain, choose and obtain permission for placement and monitor frequently to keep it stocked with books.

Current Information:

There are now several organizations that would like to participate and the following have chosen frequently visited sites on County Government property. This foot traffic improves exposure to these libraries. The following organizations would like permission to place a Little Lending Library: 1) Family Connection to place one in the yard at Dawson County Public Health Office; 2) Kiwanis Club – Veteran’s Park; 3) WEE Books - War Hill Park and 4) Rotary Club - Rock Creek Park.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
| | | | | | | |

Recommendation/Motion: _____

Department Head Authorization: Nancy Stites

Date: 02/15/17

Finance Dept. Authorization: Vickie Neikirk

Date: 02/15/17

County Manager Authorization: David Headley

Date: 2/16/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Little Lending Libraries

Take a Book now, Leave one later!

Books are FREE!

Examples of Little Libraries:



Replica of Grace Presbyterian Church in Dawsonville in front of parking area on Highway 53



**MEMORANDUM OF UNDERSTANDING DAWSON COUNTY, GEORGIA
AND DAWSON COUNTY COMMUNITY PARTNERSHIP, INC.**

WHEREAS, Georgia Family Collective is a statewide initiative of 159 community collaboratives committed to making measurable improvement for children and families in Georgia; and

WHEREAS, Dawson County Community Partnership, Inc.(hereinafter DCCPI), a Georgia non-profit corporation, and a Georgia Family Collective Collaborative, provides leadership through collaboration with all segments of the community for the well-being of families and children, and was one of the first such collaboratives established and operating in the State; and

WHEREAS, DCCPI wishes to promote reading at all age and educational levels and particularly to stress the importance of early learning and grade-level reading and proposes to do so by placement of Little Lending Libraries (hereinafter LLL's), at no charge to the public or to Dawson County, at several locations on Dawson County-owned property; and

WHEREAS, the Dawson County Board of Commissioners desires to facilitate this free public service by allowing the placement of the Little Lending Libraries at selected locations.

NOW, THEN the Dawson County Board of Commissioners and DCCPI hereby memorialize their understanding as to the circumstances under which the placement of the lending libraries will be allowed and provide as follows.

1. Dawson County agrees to allow installation of LLL's at the following locations:
 - Dawson County Public Health Office
 - Veterans' Park
 - War Hill Park
 - Rock Creek Park
 - Margie Weaver Senior Center
2. LLL's may only be installed at the specific areas at each site as identified by the County Manager (or his designee, who may exercise the responsibilities of the County Manager under this M.O.U.), and only in accordance with such design as approved by the County Manager.
3. LLL's shall not be placed in any location as would interfere with proper use of the property (such as walkways, roads, or other facilities and areas determined by the County Manager), nor in any place such as to interfere with or damage any public or private utility.
4. DCCPI and its LLL sponsors agree and understand that permission to place the LLL's is not permanent and not guaranteed. Dawson County, by and through its County Manager, may at any time withdraw permission in the discretion of the County Manager, as to individual sites or all sites.
5. Dawson County is not and shall not be responsible for damage or loss to the LLL structures or contents due to any cause, including, but not limited to, County employees, LLL users or any other person, known or unknown.

6. DCCPI shall maintain the installed LLL's in good safe and clean condition, and shall promptly follow the direction of the County Manager as to maintenance, re-location or removal of any installation.
7. It is not the intent of the parties hereto that any person or party other than Dawson County and DCCPI shall have an interest or standing as a third party beneficiary of this agreement.

This ___ day of _____, 2017

DANIELLE YARBROUGH, CLERK

Dawson County Board of Commissioners

BILLY THURMOND, CHAIRMAN

Dawson County Board of Commissioners

NANCY STITES

Family Connection Coordinator

Dawson County Community Partnership, Inc.

Little Lending Libraries



17

Take one
Now,

Leave
one Later



The ability to READ
is a
building block to success!



Current Partners

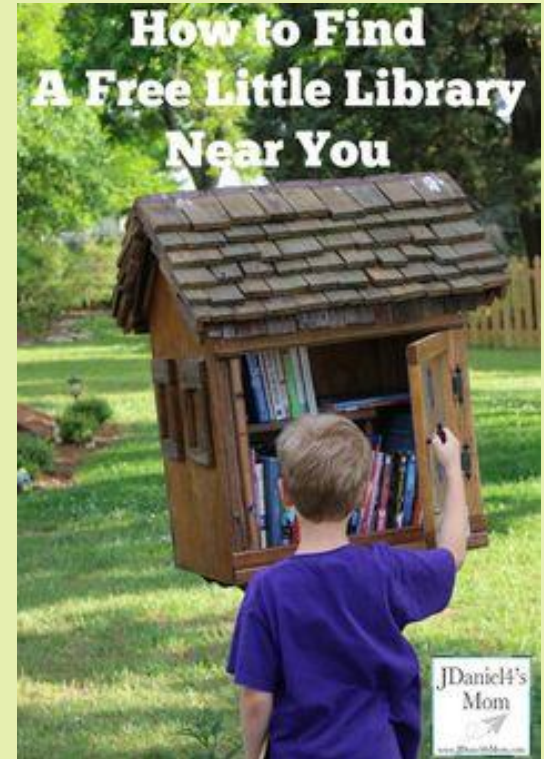
Chamber of Commerce-Community Development Committee

- Family Connection – Public Health Dept.
- Kiwanis Club - Veteran's Park
- WEE Books - War Hill Park
- Senior Center - Veteran's Park
- Rotary Club - Rock Creek Park
- Chamber of Commerce- Office



So Why Little Lending Libraries?

- 61% of children from low income backgrounds have no children's books at home
- 3rd grade is when there is a switch from Learning to Read to Reading to Learn



- Children who can't read by 3rd grade are 4X more likely to drop out of high school than proficient readers
- 20 Parent's are a child's first teacher



Improves your imagination



Helps kids develop empathy



Teaches children about the world around them



Improves focus and concentration

E
N
T
E
R
T
A
I
N
I
N
G



Improves a child's vocabulary



Discover new things

How Does the Library Work?

1.
Build an
eye-catching
Lending Library

2.
Place it an area
with a lot of
foot traffic



3.
Keep it stocked
with a variety
of books for
both young
and old.

4.
Spread the
good word!

Take One Now, 22 Leave One Later!

Backup material for agenda item:

3. Presentation of Request for Budget Increase for Legacy Link Local Match - Dawn Pruett,
Director of Senior Services



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center/Finance

WorkSession: 2/23/2017 _____

Prepared By: Vickie Neikirk

Voting Session: _____

Presenter: Dawn Pruett

Public Hearing: Yes _____ No _____

Agenda Item Title: Legacy Link Commitment 2018

Background Information:

Each year the County is required to sign a commitment letter to receive funding through Legacy Link. The commitment is for a local government match.

Current Information:

For the last several years the annual match amount has been \$9,450 per year. That was the amount budgeted for 2017. This new commitment letter states it will be \$10,450 for July 1, 2017 through June 30, 2018. Because the grant crosses years, the increase needed for 2017 is \$500. In 2018, the other half of the increase (\$500) will be budgeted.

Budget Information: Applicable: Not Applicable: _____ Budgeted: Yes _____ No _____

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|----------|---------|--------------------|-----------|
| 100 | 5520 | 572000 | 9,450.00 | | 500.00 addition | |

Recommendation/Motion: To approve the additional match of \$500 for FY 2017 Legacy Link Local Match

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 2/17/2017

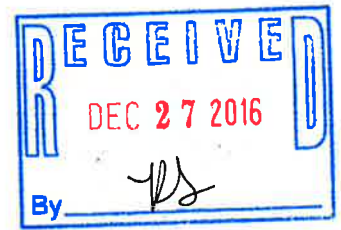
County Manager Authorization: David Headley

Date: 2/18/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



December 19, 2016

Honorable Mike Berg, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Chairman Berg:

Legacy Link plans to provide \$ 99,032.00 to Dawson County for services at your senior center such as Meals on Wheels, congregate meals, transportation, center management, etc. in the fiscal year to begin July 1, 2017.

Legacy will once again provide state and federal funds for senior centers in 12 of the 13 counties in the region. Legacy provides the following in all 13 counties: Information, telephone screening and counseling through our Gateway Office for families seeking assistance for seniors and persons with disabilities; Long Term Care Ombudsman staff to visit all personal care, assisted living and nursing homes in the area. Georgia Cares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud and scam issues. We also subcontract with a personal care service agency to help frail older persons remain in their homes and subcontract for legal services for older individuals in the region.

Legacy Link RN's and social workers provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The RN's and Case Managers work with over 1,000 persons and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy staff also will continue to work with families and nursing home staff to help residents move out of nursing homes and back into the community.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's Disease and other dementia. We will continue funding various services designed to help families caring for someone with Alzheimer's including Guest House in Gainesville and part-time day programs in Forsyth, White and Union Counties. We also have a Caregiver Specialist on staff to work with families who have caregiver issues.

The Kinship Care Program (Grandparents Raising Grandchildren) continues to help relatives and the children in their care. Our Wellness Program for seniors has been highly successful in the region and the Retired Senior & Volunteer Program (RSVP) has about 350 volunteers aged 50+ who volunteer in their communities.

The Legacy Senior Community Service & Employment Program assists low income persons aged 55+ needing employment and training. Trainees are assigned to local public and non-profit agencies in all counties for training and we pay minimum wage for part-time training on the job. Trainees are helping out their communities by working in your schools, courthouses, libraries, day care, senior centers, parks & recreation, etc. while learning workplace skills to gain an unsubsidized job. We also place Trainees in private businesses for short term training with the expectation of employment.

In order that we may continue to draw down federal and state funds for programs and services as described, we must have local match monies. Local match monies from all county governments is necessary for us to continue subcontracting and providing services including administration, information and referral, screening for services in the communities, volunteer programs and Medicare Prescription Insurance Counseling in all counties. We utilize in-kind match as much as possible but need cash for match to continue our services in the region.

Our local share match request of each government for the fiscal year July 1, 2017 to June 30, 2018 is \$10,450.00. Each government's local share contribution is critical to draw down the federal and state monies for continuation of services that help families in your county. This amount may be paid in one payment, monthly, quarterly or semi-annually as in past years. We just need to know how you wish to contribute.

The "Commitment" page for your signature signifying approval of this request is enclosed with this letter. Please sign and return by March 1, 2017 in order that we might continue services offered in your county in the new fiscal year. If you have any questions about services operated or funded by Legacy Link in your county, please do not hesitate to call me.

We are appreciative of your continuing support of Legacy Link over the years and your commitment to our partnership with you to benefit seniors and persons with disabilities in your county.

Sincerely,



Pat V. Freeman
C.E.O.

Enclosure

**LOCAL SHARE COMMITMENT LETTER
FY-18**

The FY-18 local share requested by Legacy Link, Inc. from each county is \$10,450.00. These funds will be used by the Area Agency on Aging as match to draw down the federal and state monies for administration, coordination, information & referral, employment & training of older workers, volunteer program and other services. These funds will also help to continue the Long Term Care Ombudsman Program, Wellness Programs, Kinship Care Program and Medicare Prescription assistance in all counties.

The Dawson County Commission hereby approves the services to be offered for older citizens, family members and individuals with disabilities in Dawson County in FY-18 and agrees to pay the necessary local share monies in the amount of \$10,450.00 to secure federal and state monies and continue services as noted above.

APPROVED: _____
Dawson County Commission Chairman

DATE: _____

Please return by March 1, 2017 to:

Pat V. Freeman, C.E.O.
Legacy Link, Inc.
P.O. Box 1480
Oakwood, Georgia 30566

Backup material for agenda item:

4. Presentation of 2016 Board of Commissioners Expenses - Natalie Johnson, Accounting & Budget Manager



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 2/23/2017

Prepared By: Natalie Johnson – Accounting & Budget Manager

Voting Session: 3/2/2017

Presenter: Natalie Johnson – Accounting & Budget Manager

Public Hearing: Yes No

Agenda Item Title: Presentation of 2016 Board of Commissioners Expenses

Background Information:

All expenses paid directly to a member of the Board of Commissioners are presented for approval annually.

Current Information:

The total expenses reimbursed to the Board of Commissioners for 2016 totaled \$4,520.91. \$2,423.31 was for travel and \$2,097.60 was for telephone expenses.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
| | | | | | | |

Recommendation/Motion: Staff recommends approval of the 2016 Board of Commissioners' expenses

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Niekirk

Date: 02/21/17

County Manager Authorization: David Headley

Date: 02/21/17

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**Dawson County
Commissioner Expenses
12/31/2016**

| <u>Commissioner</u> | <u>Travel</u> | <u>Training</u> | <u>Telephone</u> | <u>Total</u> |
|-----------------------|-----------------|-----------------|------------------|------------------------|
| Chairman Berg | 1,854.63 | - | 1,001.60 | 2,856.23 |
| Commissioner Fausett | - | - | - | - |
| Commissioner Hamby | - | - | - | - |
| Commissioner Nix | 88.71 | - | 581.00 | 669.71 |
| Commissioner Swafford | 383.88 | - | 515.00 | 898.88 |
| Commissioner Gaines | 96.09 | - | - | 96.09 |
| | <u>2,423.31</u> | - | <u>2,097.60</u> | <u><u>4,520.91</u></u> |

FY 2016

COMM OF ROADS & REVENUE DAWSON CO
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS
CHECK DATES 01/01/2016 TO 12/31/2016 PAY DATES 01/01/2016 TO 12/31/2016
VENDORS 10149 TO 10149

| VOUCHER NUMBER | PAY/CHECK DATE | INVOICE NUMBER | POSTING MONTH | INVOICE DATE | PURCHASE ORDERS 0 TO 2147483647 | |
|-----------------|----------------|---|---------------|--------------|---------------------------------|-----------------------------|
| | | | | | PO NUMBER | CHECK NUMBER INVOICE AMOUNT |
| 10149 MIKE BERG | | | | | | |
| 99609 | 05/26/2016 | JAN 2016 PHONE & MILEAGE | 05 | 05/15/2016 | | 172323 130.20 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 43.20 |
| 99610 | 05/26/2016 | FEB 2016 PHONE & MILEAGE | 05 | 05/15/2016 | | 172323 162.60 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 75.60 |
| 99611 | 05/26/2016 | MARCH 2016 PHONE & MILEAGE | 05 | 05/15/2016 | | 172323 173.40 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 86.40 |
| 99612 | 05/26/2016 | APRIL 2016 PHONE, MILEAGE, HOTEL FEES | 05 | 05/15/2016 | | 172323 685.88 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 54.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 193.88 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 351.00 |
| 102795 | 10/20/2016 | MAY 2016 PHONE & MILEAGE | 10 | 10/11/2016 | | 173897 151.80 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 64.80 |
| 102796 | 10/20/2016 | JUNE 2016 PHONE & MILEAGE | 10 | 10/11/2016 | | 173897 126.96 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 39.96 |
| 102797 | 10/20/2016 | JULY 2016 PHONE & MILEAGE | 10 | 10/11/2016 | | 173897 108.60 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 21.60 |
| 102798 | 10/20/2016 | AUG 2016 PHONE & MILEAGE | 10 | 10/11/2016 | | 173897 135.60 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 48.60 |
| 102799 | 10/20/2016 | SEPT 2016 PHONE & MILEAGE | 10 | 10/11/2016 | | 173897 210.12 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 123.12 |
| 103046 | 11/03/2016 | NOV. 2016 CELL PHN CELL PHONE REIMBURSEMENT | 11 | 11/01/2016 | | 174070 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 55.00 |
| 103653 | 12/01/2016 | DEC. 2016 CELL PHONE REIMBURSEMENT | 11 | 12/01/2016 | | 174360 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 55.00 |
| 103946 | 12/15/2016 | OCT PHN & MILEAGE PHONE & MILEAGE-JEKYLL ISL | 12 | 12/03/2016 | | 174518 575.88 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 87.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 488.88 |
| 103947 | 12/15/2016 | NOV 2016 MILEAGE NOV MILEAGE | 12 | 12/03/2016 | | 174518 32.40 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 32.40 |
| 103948 | 12/15/2016 | DEC 2016 MILEAGE DEC MILEAGE | 12 | 12/03/2016 | | 174518 252.79 |
| | | 100-00-1310-523500-000 TRAVEL | | | | 252.79 |
| | | | | | | 2,856.23 |

FY 2016

COMM OF ROADS & REVENUE DAWSON CO
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS
CHECK DATES 01/01/2016 TO 12/31/2016 PAY DATES 01/01/2016 TO 12/31/2016
VENDORS 11162 TO 11162

| VOUCHER NUMBER | PAY/CHECK DATE | INVOICE NUMBER | POSTING INVOICE | | PURCHASE ORDERS 0 TO 2147483647 | | |
|-------------------|-------------------|---|-----------------|------------|---------------------------------|-----------------|-------------------|
| | | | MONTH | DATE | PO NUMBER | CHECK NUMBER | INVOICE AMOUNT |
| 11162 JULIE NIX | | | | | | | |
| 97596 | 02/25/2016 | JAN 2016 PHONE PLAN | 02 | 02/09/2016 | | 171313 | 63.35 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 47.00 |
| | | 100-00-1310-523500-000 TRAVEL | | | | | 16.35 |
| 98256 | 03/24/2016 | FEB. 2016 PHONE PLAN | 03 | 03/17/2016 | | 171619 | 47.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 47.00 |
| 98679 | 04/14/2016 | MARCH 2016 PHONE PLAN | 04 | 04/07/2016 | | 171825 | 53.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 53.00 |
| 99350 | 05/12/2016 | APRIL 2016 PHONE PLAN | 05 | 05/05/2016 | | 172159 | 53.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 53.00 |
| 100371 | 06/23/2016 | MAY 2016 CELL PHN PLAN | 06 | 06/01/2016 | | 172623 | 53.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 53.00 |
| 100485 | 06/30/2016 | JUNE MILEAGE 6/23 & 6/20 MEETING | 06 | 06/23/2016 | | 172708 | 72.36 |
| | | 100-00-1310-523500-000 TRAVEL | | | | | 72.36 |
| 100673 | 07/14/2016 | JUNE 2016 CELL PHN PLAN | 07 | 07/01/2016 | | 172832 | 53.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 53.00 |
| 101480 | 08/18/2016 | JULY 2016 CELL PHONE PLAN | 08 | 08/11/2016 | | 173231 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 55.00 |
| 102172 | 09/22/2016 | AUG. 2016 CELL PHN BILL | 09 | 09/12/2016 | | 173583 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 55.00 |
| 102465 | 10/06/2016 | SEPT. 2016 CELL PHN BILL | 10 | 10/04/2016 | | 173746 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 55.00 |
| 103047 | 11/03/2016 | NOV. 2016 CELL PHN CELL PHONE REIBURSEMENT | 11 | 11/01/2016 | | 174065 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 55.00 |
| 103655 | 12/01/2016 | DEC. 2016 CELL PHONE REIMBURSEMENT | 11 | 12/01/2016 | | 174351 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | | 55.00 |
| | | | | | | | 669.71 |

FY 2016

COMM OF ROADS & REVENUE DAWSON CO
 VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS
 CHECK DATES 01/01/2016 TO 12/31/2016 PAY DATES 01/01/2016 TO 12/31/2016
 VENDORS 12952 TO 12952

PURCHASE ORDERS 0 TO 2147483647

| <u>VOUCHER NUMBER</u> | <u>PAY/CHECK DATE</u> | <u>INVOICE NUMBER</u> | <u>POSTING MONTH</u> | <u>INVOICE DATE</u> | <u>PO NUMBER</u> | <u>CHECK NUMBER</u> | <u>INVOICE AMOUNT</u> |
|-------------------------|-----------------------|--|----------------------|---------------------|------------------|---------------------|-----------------------|
| 12952 JAMES C. SWAFFORD | | | | | | | |
| 97277 | 02/11/2016 | JAN. 2016 PHN PLAN REIMBURSEMENT | 02 | 02/04/2016 | | 171167 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 98112 | 03/17/2016 | FEB. 2016 PHN PLAN REIMBURSEMENT | 03 | 03/08/2016 | | 171545 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 98678 | 04/14/2016 | MARCH 2016 PHONE PLAN | 04 | 04/07/2016 | | 171823 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 99349 | 05/12/2016 | APRIL PHN, TRAV ACCC ACCG CONF. MILEAGE, PHONE PLAN | 05 | 05/05/2016 | | 172154 | 383.88 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| | | 100-00-1310-523500-000 TRAVEL | | | | 338.88 | |
| 100347 | 06/23/2016 | MAY 2016 PHN PLAN REIMBURSEMENT | 06 | 06/07/2016 | | 172620 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 100920 | 07/21/2016 | JUNE 2016 PHN PLAN REIMBURSEMENT | 07 | 07/14/2016 | | 172913 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 101479 | 08/18/2016 | JULY 2016 CELL PHONE PLAN | 08 | 08/11/2016 | | 173229 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 101948 | 09/15/2016 | AUG. 2016 CELL PHONE PLAN | 09 | 09/08/2016 | | 173510 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 102785 | 10/20/2016 | SEPT 2016 CELL PHONE PLAN | 10 | 10/19/2016 | | 173887 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 103048 | 11/03/2016 | NOV. 2016 CELL PHN CELL PHONE REIBURSEMENT | 11 | 11/01/2016 | | 174061 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 55.00 | |
| 103529 | 11/23/2016 | OCT. 2016 CELL PHN REIMBURSEMENT | 11 | 11/10/2016 | | 174295 | 45.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 45.00 | |
| 103654 | 12/01/2016 | DEC. 2016 CELL PHONE REIMBURSEMENT | 11 | 12/01/2016 | | 174349 | 55.00 |
| | | 100-00-1310-523205-000 TELEPHONE | | | | 55.00 | |
| | | | | | | | 898.88 |

FY 2016

COMM OF ROADS & REVENUE DAWSON CO
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS
CHECK DATES 01/01/2016 TO 12/31/2017 PAY DATES 01/01/2016 TO 12/31/2017
VENDORS 14088 TO 14088

| VOUCHER NUMBER | PAY/CHECK DATE | INVOICE NUMBER | POSTING INVOICE | | PURCHASE ORDERS 0 TO 2147483647 | | | |
|-------------------|------------------------|----------------------------------|-----------------|------------|---------------------------------|----------------------|-------------------|---|
| | | | MONTH | DATE | PO NUMBER | CHECK NUMBER | INVOICE AMOUNT | |
| 14088 | CHRIS GAINES | | | | | | | |
| 104587 | 01/12/2017 | 11/28-12/2 TRAVEL MILES/MEALS | 01 | 01/04/2017 | | 174766 | 96.09 | A |
| | 100-00-1310-523500-000 | TRAVEL | | | | 96.09 | A | |
| | | | | | | | <u>96.09</u> | |
| | | | | | | TOTAL VOUCHERS: | <u>96.09</u> | |
| | | | | | | TOTAL OPEN VOUCHERS: | 0.00 | |
| | | | | | | TOTAL PAID VOUCHERS: | 96.09 | |

2016 Commissioner Expenses

| Name | Travel | Training | Telephone | Total |
|-----------------------|---------------|-----------------|------------------|--------------|
| Former Chairman Berg | \$ 1,854.63 | - | \$ 1,001.60 | \$ 2,856.23 |
| Commissioner Fausett | - | - | - | - |
| Commissioner Hamby | - | - | - | - |
| Commissioner Nix | \$ 88.71 | - | \$ 581.00 | \$ 669.71 |
| Commissioner Swafford | \$ 383.88 | - | \$ 515.00 | \$ 898.88 |
| Chairman Thurmond | - | - | - | - |
| Commissioner Gaines | \$ 96.09 | - | - | \$ 96.09 |
| | \$ 2,423.31 | - | \$ 2,097.60 | \$ 4,520.91 |

Backup material for agenda item:

5. Presentation of Request for New Development Authority Member Training Funds - Chris Gaines, District 2 Commissioner



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Board of Commissioners

Work Session: 02/23/17

Prepared By: Danielle Yarbrough

Voting Session: 03/02/17

Presenter: Commissioner Chris Gaines

Public Hearing: Yes No

Agenda Item Title: Presentation of request for new Development Authority Member Training Funds

Background Information:

Recommend \$2,000 in training funds for 4 new members
 Recommend \$600 in training funds for 2 returning members
 Total Cost = \$2,600

Current Information:

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|------------|-----------|
| | | | | | \$2,600.00 | |

Recommendation/Motion: _____

Department Head Authorization: Chairman Billy Thurmond

Date: 02/17/17

Finance Dept. Authorization: Vickie Neikirk

Date: 2/21/17

County Manager Authorization: David Headley

Date: 2/21/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

7. County Attorney Report

MEMORANDUM

**TO: Chairman Billy Thurmond
Commissioner Sharon Fausett
Commissioner Chris Gaines
Commissioner Jimmy Hamby
Commissioner Julie Hughes Nix**

FROM: County Attorney Lynn Frey

DATE: February 23, 2017

RE: County Attorney Report

-
1. EEOC Claim : A charge of discrimination filed with the Equal Employment Opportunity Commission in January against the Sheriff's Department was responded to by Mr. Homans and the EEOC has not taken the claim as one they will pursue. In dismissing the administrative claim the EEOC has given the former employee a "right to sue" letter which states that it is now up to the claimant to decide whether to take it to a State or Federal court by filing a Complaint in Court. The claimant will have 90 days to file suit or lose the right to further action.
 2. Dawson Forrest Holdings suit: The Answer Mr. Homans drafted has been filed, he has turned the file over to me and I will handle the matter going forward.
 3. Mobilitie, LLC: An application filed by Mobilitie for a permit for a right of way encroachment was to my understanding denied and Mobilitie now seeks to appear before the Board of Commissioners regarding the application. While that may be appropriate at some point I would presently recommend that the County Manager, the Public Works Director and I

meet with the Mobilitie staff to discuss additional information and documentation that is needed.

4. Transition of County Attorney Responsibilities: The transition is ongoing and I am receiving file materials from Mr. Homans on a continuing basis. The bulk of what I understand remains is archival documents.

MLF