

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, SEPTEMBER 15, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

[Clean](#) Water Month Proclamation- Doris Cook- Etowah Water and Sewer Authority

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) from the Voting Session held on September 1, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)

I. NEW BUSINESS

- [1.](#) Consideration of proposed amendment to the 2006 Ambulance Billing Ordinance
- [2.](#) Consideration of update to the clinical contract with Chestatee Regional Hospital
- [3.](#) Consideration of contract with North Georgia Network (NGN) for backup internet services at the Dawson County Government Center
- [4.](#) Consideration of Bid #281-16 IFB Soccer Field Lights for Parks and Recreation
To view solicitation documents click [here.](#)
- [5.](#) Consideration of request from KARE for Kids for parking lot use
- [6.](#) Consideration of request to accept Fredricks Cove Road into the Dawson County Road Maintenance Program
- [7.](#) Presentation and consideration of the Windstream Contract Addendum for Internet Services for Dawson County Government Facilities
- [8.](#) Presentation of Proposed FY 2017-2019 Budget
9. Consideration of County Manager appointment

J. ADJOURNMENT

K. PUBLIC COMMENT

Backup material for agenda item:

Clean Water Month Proclamation- Doris Cook- Etowah Water and Sewer Authority



DAWSON COUNTY BOARD OF COMMISSIONERS

CLEAN WATER MONTH PROCLAMATION

WHEREAS, the citizens of Dawson County are served water by Etowah Water & Sewer Authority; and

WHEREAS, water is the most basic and essential resource needed by every living creature; and

WHEREAS, it is vital to promote the preservation of our most valuable resource through education, hard work, technology, and community support; and

WHEREAS, the employees of Etowah Water & Sewer Authority have an obligation to you, the citizens of Dawson County; and

WHEREAS, the Dawson County Commission felt it necessary to support the activities and efforts of the Etowah Water & Sewer Authority to prevent and reduce wasteful, impractical or unreasonable use of its water resources; and

WHEREAS, the Dawson County Commission can help foster conservation, education and community support incentives of the Etowah Water & Sewer Authority and the State of Georgia's management of water resources; and

WHEREAS, we ask you, the citizens, to help us meet this obligation by joining in the activities and efforts to keep our water safe and dependable through resource management, water source protection and conservation;

NOW, THEREFORE, the Dawson County Commission does hereby proclaim October as "CLEAN WATER MONTH" in DAWSON COUNTY.

IN WITNESS WHEREOF, I have hereunto, set my hand and caused the Seal of the County to be affixed this 15th day of September, 2016.

Mike Berg, Chairman

Danielle Yarbrough, County Clerk



Dawson County Board of Commissioners

Backup material for agenda item:

Minutes from the Voting Session held on September 1, 2016

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – SEPTEMBER 1, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM**

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; Interim County Manager William D. Tanner; County Clerk Yarbrough and interested citizens of Dawson County. Commissioner Swafford was not present.

OPENING PRESENTATIONS:

- Presentation to Assistant Chief Danny Speaks and K9 Cody- Deputy Chief Tim Satterfield
- Kay Parrish- Good Shepherd Clinic of Dawson County

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

- Motion passed unanimously to approve the minutes from the Voting Session held on August 18, 2016. Hamby/Nix
- Motion passed unanimously to approve the minutes from the Special Called Meeting held on August 25, 2016. Nix/Fausett
- Motion passed unanimously to approve the minutes from the Special Called Meeting held on August 29, 2016. Fausett/Hamby

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as written. Hamby/Fausett

NEW BUSINESS:

Consideration of request for additional funding for the Tax Commissioner's Office

Motion passed unanimously to approve the request for additional funding for the Tax Commissioner's Office. Fausett/Hamby

Consideration of request to contract with an independent attorney regarding bond explanations

Motion passed unanimously to table the request to contract with an independent attorney regarding bond explanations indefinitely. Nix/Hamby

Consideration of current time frame required to sign up for public comment at commission meetings

Motion passed unanimously to approve the following public comment policy:

- Retain two public comment sections on voting session agendas, one for those wishing to speak on agenda items and one for those wishing to speak on non-agenda items
- Limit of five speakers for each section who must sign up at least 10 minutes before each meeting
- Time limit of 3 minutes per speaker with possible extensions with a 3/5 majority vote

Nix/Hamby

Consideration of FY 2016 Emergency Management Performance Grant Application

Motion passed unanimously to approve the FY 2016 Emergency Management Performance Grant Application. Nix/Fausett

Consideration of County Manager Applicants

Motion that notice is provided at least fourteen (14) calendar days before the meeting at which final action or a vote is to be taken on the position of Dawson County Manager that David Headley is under consideration. Hamby/Fausett

PUBLIC COMMENT:

Jeff Wasserman- *Dawsonville, Georgia*

ADJOURNMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Consideration of proposed amendment to the 2006 Ambulance Billing Ordinance



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: August 25, 2016

Prepared By: Lanier Swafford

Voting Session: September 1, 2016

Presenter: Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: Amendment to the 2006 Ambulance Billing Rate Ordinance

Background Information:

The Dawson County Ambulance Billing Rate Ordinance was enacted in Jun of 2006. During the conversation and negotiations with our new EMS Billing Vendor, EMS Consultants, it was determined that due to changes in the Medicare/Medicaid allowable and private pay rates, Dawson County's rates should be adjusted.

Current Information:

Each of you have been briefed by myself and Interim CM Bill Tanner over the past couple of week concerning our current rates and proposed increases. These numbers are attached in a separate Word document for your reference. Again, these proposed increases were provided by our biller, EMS Consultants and are with industry standards for like services within our area.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: " I would move that Dawson County amend the Ambulance Billing Ordinance of 2006 with the rates as provided."

Department Head Authorization:  Date: 08/30/2016

Finance Dept. Authorization: Vickie Neikirk Date: 08/30/2016

County Manager Authorization: William D Tanner Date: 8/30/2016

County Attorney Authorization: Date:

Comments/Attachments:

9

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY
AMENDING EMERGENCY MEDICAL SERVICES FEES; TO PROVIDE FOR
SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER
PURPOSES.**

WHEREAS, Section 18-2 of the Dawson County Code of Ordinances provides for emergency medical services fees; and

WHEREAS, the Board of Commissioners deems appropriate updating emergency medical services fees to defray the cost of rendering such services.

NOW, THEREFORE, the Board of Commissioners hereby adopt this Ordinance establishing the billing rates for Dawson County emergency medical services as follows:

<u>SECTION I.</u>	Service Level	Fee
1.	BLS non-emergency	\$350.00
	BLS-emergency	\$400.00
	ALS-level 1-non-emergency	\$350.00
	ALS-level 1-emergency	\$500.00
	ALS-level 2-emergency	\$675.00
	Mileage	\$13.00

2. All fees for services not amended in accord with the terms hereof shall remain as set forth in Section 18-2 of the Dawson County Code of Ordinances as of the date of this Ordinance.

SECTION II. SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if a provision of any part of this ordinance is applied to any particular situation or set of circumstances in such a manner as to be declared invalid or unconstitutional, then any such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid and the application of this ordinance to other circumstances shall not be held to be invalid. The Dawson County Board of Commissioners hereby declares the intent of the Dawson County Board of Commissioners is to provide for separable and divisible parts, and the Dawson County Board of Commissioners hereby adopts any and all parts hereof as may not be held invalid for any reason.

SECTION III. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be liberally construed in favor of Dawson County, is hereby adopted as a part hereof.

SECTION IV. EFFECTIVE DATE

This ordinance shall be effective the ___ day of _____, 2016.

This _____ day of _____, 2016.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

Vote: _____ Yes

_____ No

Dates of Advertisements:

Dates of Public Hearings:

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA**

**TO AMEND THE FEE SCHEDULE FOR SERVICES RENDERED BY
DAWSON COUNTY EMERGENCY MEDICAL SERVICES; TO PROVIDE FOR
SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR
OTHER PURPOSES.**

WHEREAS, Dawson County Emergency Medical Services has established billing rates for services provided; and

WHEREAS, the public health, safety, and welfare demand that Dawson County continues to render a valuable service through emergency medical services.

NOW, THEREFORE, the Board of Commissioners hereby adopts this ordinance establishing charges for services as follows:

I.

<u>SERVICE LEVEL</u>	<u>FEE</u>
(a) BLS Non-Emergency	\$300.00;
(b) BLS Emergency	\$350.00;
(c) ALS Non-Emergency	\$300.00;
(d) ALS Level 1 Emergency	\$400.00;
(e) ALS Level 2 Emergency	\$500.00;
(f) Miles (Patient Loaded)	\$10.00;
(g) Refusal with Medications	½ of applicable base rate;

(h) Stand By per hour \$100.00.

II. Except as specifically amended herein, any other fees set forth in the ordinance of the Board of Commissioners of Dawson County providing for Dawson EMS billing rates dated August 21, 2003 shall remain as stated therein.

II. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid or the application of the resolution to other circumstances not held to be invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts not held invalid.

IV. Repealer

All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid

in carrying out or making effective the intent, purpose, and provisions hereof,
which shall be liberally construed to be in favor of Dawson County, is hereby
adopted as a part hereof.

Approved this 1st day of June, 2006.

Mike Berg
Mike Berg, Chairman
Dawson County Commissioners

Attest:

Tammy J. Clement
Tammy Clement, Clerk
Dawson County Commission

Vote:

Yes: 3

No: 0

Dates of Publication: May 17, 2006
May 24, 2006
May 31, 2006

Dates of Public Hearing: May 18, 2006
June 1, 2006

DAWSON COUNTY EMERGENCY SERVICES AMBULANCE BILLING RATE PROPOSAL

Current Rates for:	Dawson County	Lumpkin	Rabun	Gilmer
Mileage	10	10.65	12	15
BLS Non-Emergency	300	225	350	400
BLS Emergency	350	400	458	400
ALS Level 1 Non- Emergency	300	350	N/A	550
ALS Level 1 Emergency	400	550	570	650
ALS Level 2	500	675	732	750

Proposed Rate Increases	Dawson	Current Lumpkin	Current Rabun	Current Gil
Mileage	13	10.65	12	15
BLS Non-Emergency	350	225	350	400
BLS Emergency	400	400	458	400
ALS Level 1 Non-Emergency	350	350	N/A	550
ALS Level 1 Emergency	500	550	570	650
ALS Level 2	675	675	732	750

mer

Backup material for agenda item:

2. Consideration of update to the clinical contract with Chestatee Regional Hospital



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: September 8, 2016

Prepared By: Lanier Swafford

Voting Session: September 15, 2016

Presenter: Lanier Swafford _____

Public Hearing: Yes _____ No X

Agenda Item Title: Chestatee Regional Hospital Clinical Contract

Background Information:

For several years Dawson County has had a clinical contract with Chestatee Regional Hospital to allow employees and students to participate in clinical learning opportunities. This is an update to the former agreement to include the signatures of the BOC.

Current Information:

Update to current contract, reviewed and approved by Joey Homans.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move that the Dawson County Board of Commissioners approve the clinical contract with Chestatee Regional Hospital for the purpose of clinical learning opportunities for students and employees of Dawson County Emergency Services

Department Head Authorization: Lanier Swafford

Date: 08/29/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 08/30/2016

County Manager Authorization: William D Tanner

Date: 8/30/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

18

AFFILIATION AGREEMENT

This Agreement is made and entered this 19th day of August, 2016, by and between Dawson County EMS, Dawsonville, GA (EMS) and Chestatee Regional Hospital (Hospital), doing business in Dahlonega, GA.

The parties agree that the parties benefit if selected responders (the Responders) of the Dawson County Emergency Medical Services are provided clinical education experiences in the Hospital.

For and in consideration of the mutual benefits, the parties agree as follows:

1. Mutual Responsibilities

a. The Hospital will accept the Responders selected by the EMS for a period of clinical education. The Hospital and the EMS shall mutually agree on the number of Responders participating in the EMS at the Hospital.

b. The schedule, content, objectives, and goals of the clinical education period will be arranged between the Director of the EMS and his/her designee and the Administrator of the Hospital or his/her designee.

c. The rules and regulations of the Hospital shall be applicable to the assigned Responders. The EMS shall be an independent contractor of the Hospital. No employee or Responder of the EMS shall be considered an employee of the Hospital.

d. The EMS and the Hospital retain the privilege to exchange and review materials relevant to the Responder's clinical education.

2. Program Responsibilities. The EMS shall:

a. Provide the Hospital with a statement of goals, objectives, and schedule of the EMS.

b. Insure that the Responders are assigned appropriately by: not discriminating on the basis of race, creed, sex, national origin, or other prohibited basis, evaluating Responder competence and knowledge prior to the clinical experience, and assessing Responder health before the clinical experience.

c. Require that each Responder carry appropriate professional liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and provide written proof thereof to the Hospital before any Responder begins the program.

d. Insure that the Responder is knowledgeable concerning and has made preparations for:

- a. the necessary and appropriate uniforms and supplies if not provided by the Hospital;
 - b. keeping in confidence all medical and personal information regarding patients;
 - c. transportation needed to fulfill responsibilities at the Hospital;
 - d. room and board during the time of clinical assignment; and
 - e. scheduling arrival at and departure from the Hospital.
- e. Insure that the Responder is aware of all EMS requirements and regulations for clinical education, including professional standards of practice.
- f. Insure that the Responder is aware of all relevant rules, regulations, and schedules of the Hospital which were made available to the EMS or the Responder by the Hospital.
- g. Provide communication between the EMS and the Hospital by:
- a. appointing a member of the staff of the EMS to act as Chief Liaison with the Hospital;
 - b. notifying the Hospital in writing of identification of the Staff member acting as chief liaison with the Hospital;
 - c. notifying the Hospital annually of the clinical education schedule for the current year;
 - d. notifying the Hospital of specific Responder assignments ensuring the clinical education needs of the Responder are met; and
 - e. providing the Hospital with Specific Responder outcome objectives for the clinical assignment for each Student.
- h. Assure that Responders with unsatisfactory performance (grade of less than C) in the classroom will not be placed at the Hospital.
- i. Submit a schedule with names of affiliating students at least two weeks before the affiliation date commences.
- j. Assure that each responder has a physical and dental examination before entering the clinical practicum. Documentation shall be provided to the Hospital upon request.
- k. In an effort to protect the Responders who may be at risk of contracting communicable diseases in the course of their clinical instruction, the Responder will:
- a. be counseled regarding the potential for contracting such diseases such as Hepatitis B, Tuberculosis, and if Responder was born after January 1957, serologic evidence of immunity or proof of vaccination against Measles, Mumps, and Rubella;

- b. Insure that a MMR vaccine was administered within the last ten years;
- c. be strongly encouraged to receive the Hepatitis B Vaccine;
- d. sign document of declination if Responder chooses not to receive the HBV, which will be kept on file at the EMS Facility and provided at the request of the Hospital; and
- e. provide proof of annual PPD or history of positive PPD with current chest x-ray results will be kept on file at the EMS Facility and provided upon request.

3. Hospital Responsibilities. The Hospital shall:

- a. Provide all reasonable information requested by the EMS on Responder's work performance.
- b. Provide Hospital's Chief Liaison with Responders' Clinical Evaluation Experience Forms.
- c. Appoint a Hospital Employee to act as Chief Liaison in the absence of the EMS's Chief Liaison.
- d. Notify the EMS no less than ten working days in advance of a clinical assignment of any changes in the Hospital's ability to provide an educational opportunity for Responders.
- e. Assure that the clinical preceptors provide a professional learning experience to each responder.
- f. Provide the EMS with a list of identified preceptors and their areas of expertise at least one week prior to the affiliation date to commence.

4. Responder Withdrawal. A Responder may be withdrawn from the EMS Program at any time following assignment by the EMS of the Hospital for any of the following reasons:

- a. unprofessional or unethical behavior on the part of the Responder.
- b. unprofessional or unethical behavior on the part of the staff of the Hospital which directly affects the Responders' program.
- c. failure on the part of the Responder to meet any necessary academic requirements.
- d. personal good cause including, but not limited to, medical emergencies.

5. General Agreement.

a. The term of this Agreement shall commence August 19, 2016 and terminate on December 31, 2016. This Agreement shall automatically renew for additional one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-existing term.

b. Both parties reserve the right to terminate this Agreement without cause provided thirty days written notice is given to be delivered by certified mail to the address set forth below.

c. EMS will indemnify and hold Hospital harmless from all claims arising from or in connection with (i) the conduct or management of the services provided by the Hospital in accord with the terms hereof or any condition created in or about the Hospital during the term of the contract or (ii) any act, omission or negligence of EMS or any of EMS's subcontractors or licensees or the partners, directors, officers, agents, employees, or invitees.

If to EMS:

Dawson Emergency Medical Services
Attn: Lanier Swafford, Chief
393 Memory Lane
Dawsonville, GA 30534

If to Hospital:

Chestatee Regional Hospital
Attn: Chief Executive Officer
227 Mountain Drive
Dahlonega, GA 30533

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COUNTY

Dawson County EMS

Name _____

Date _____

APPROVED:

Dawson County Board of Commissioners

HOSPITAL

Chestatee Regional Hospital

Name _____

Date _____

Chief Executive Officer

Backup material for agenda item:

3. Consideration of contract with North Georgia Network (NGN) for backup internet services at the Dawson County Government Center



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 09/082016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 09/15/2016

Presenter: Cameron Burt, IT

Public Hearing: Yes No

Agenda Item Title: Presentation of contract with North Georgia Network (NGN) for backup internet services at the Dawson County Government Center

Background Information:

The IT Department contacted North Georgia Network (NGN) regarding services at the Government Center. Windstream is the current provider for internet services to all of the Dawson County Government facilities (refer to [Bid#240-14 RFP](#)). Competitive bids/quotes are not needed because NGN is a sole source as they are the only other internet service provider in Dawson County.

Current Information:

The contract with NGN will allow for a true backup internet system at the Dawson County Government Center (DCGC). Additionally, the NGN circuit will be used for future offsite data backup transmission. The size of this circuit is much larger than current infrastructure and will allow transmission of data to the cloud for offsite storage and replication. This will give the County the redundancy that it has needed for disaster recovery. Furthermore, this will allow IT to provision certain data traffic at the DCGC and Sheriff's Office over this circuit for the use of large amounts of data that needs to be transferred to other facilities and agencies. NGN will be installing a 1GB circuit at the DCGC for a one-time charge of \$100. This fee is at a greatly reduced rate compared to original terms. Data plan is for 1GB for \$500/month.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1535	523207	FY2016 \$1,500 FY2017 \$6,000	FY16\$39,260	\$1,500	

Recommendation/Motion: Staff respectfully requests the Board to approve the contract with North Georgia Network (NGN) to provide backup internet services for the Dawson County Government Center in the amount of \$6,000 per year as submitted.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 9/2/16

County Manager Authorization: William D Tanner

Date: 9/2/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attachments: Contract is attached.



Business-Class Internet Services
 6135 STATE HWY 115, SUITE 1B
 CLARKESVILLE, GA 30523
 P: 706.770.2022
 F: 866-293-5861

FIBER INSTALLATION / INTERNET SERVICE AGREEMENT

Contact Information

Customer Account Name: Dawson County Government - Courthouse
 Physical Property Address: 25 Justice Way
 City: Dawsonville State: GA Zip Code: 30534
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Billing Contact Person: _____ Telephone: () _____ - _____
 Billing Email (used for sending/receiving monthly invoices and account information): _____
 IT Contact Person: Cameron Burt Telephone: (678) 936 - 2503
 IT Email (used by NGN Connect technical support): _____

Small Business Shared Internet Service Plan Information

- Gig Data Plan for \$500/month (Limited Availability):** includes Gig service, 1 Static IP Address
 Gig maximum typical speeds range between 500 Mbps and 950 Mbps. Actual Internet speeds may vary **and are not guaranteed**. There are several factors that may impact the speed customers receive. See "How to Get the Most from Your Fiber Connection" on ngnconnect.com for more information.
- Additional Static I.P. Addresses 5 for \$25 per Month**
 _____ **(initial) Customer Responsibilities:** Customer agrees to provide a penetration through an exterior wall with a 3/4" grey PVC sleeve that extends 2" beyond the surface of the exterior of the building at a location agreed upon by NGN Connect. A 120VAC outlet will be required at the equipment location inside.

Agreement Information

By applying for Georgia Communications Cooperative Internet Service(s) dba NGN Connect, the Customer does hereby agree to an *initial term from execution to December 31, 2016 and that the agreement may be automatically renewed for one-year terms, unless either party gives notice of termination. This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.*

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided in the contract. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided in the contract. This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

Customer is requesting **fiber** delivered Internet service(s) at the data rate selected in the agreement above. The monthly rate will be billed by NGN Connect. Customers using shared bandwidth Internet service(s) must be aware that shared type service is not designed for use with any long-term and/or continuous streaming service(s). Customers using long-term and/or continuous streaming service(s) on shared type plans are aware that available bandwidth for data use may be greatly diminished and NGN Connect is not liable for performance problems resulting from such streaming service(s). Customer agrees that continuous service cannot be guaranteed, and that critical communications may require redundant equipment and paths that are not included in this agreement.

Customer understands and agrees that it may not share or resell this service. Doing so may result in immediate disconnection and termination of this agreement. Customer agrees to the terms of the Acceptable Use Policy located at www.ngnconnect.coop/policy.

Installation: Contracts are not considered binding until NGN Connect / North Georgia Network (NGN) Engineer approval. Upon Engineering department approval, NGN Connect / NGN will be responsible for installation of wireless/fiber service up to the CPE (Customer Premise Equipment). NGN Connect / NGN does not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration work may be required to support Internet service. Such configuration effort shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from the CPE to Customer's LAN. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or its designated installer.

Note: In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. A additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants NGN Connect and its contractors the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for fiber service installation. Customer grants NGN Connect and its contractor's easement to and from installed equipment for purposes deemed necessary by NGN Connect including but not limited to providing service to surrounding customers. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installation shall inure to any successors and/or assignees of NGN Connect or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or designated its installer.

Equipment: NGN/NGN Connect will install the necessary Interface Device to provide Internet services. Should the Customer modify the Interface Device to the extent service is interrupted and, at the request of Customer, it becomes necessary for NGN/NGN Connect to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All Interface Device and associated equipment remains the property of the NGN. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance must be paid through the date of service termination. Upon expiration of the initial term of this Agreement, the agreement shall automatically renew in One (1) Year increments at the customer's existing monthly recurring rate unless Customer provides written notice of non-renewal 30 days prior to such expiration. Customer consents that this agreement may be assigned or otherwise transferred to NGN or its designee, including all rights and responsibilities, in whole or in part, at any time, upon written notice to Customer.

Membership: By signing this agreement, Customer agrees to become a member of NGN Connect, Inc. Applicant hereby agrees and certifies as follows: A) Applicant has been provided with a copy of the Bylaws of NGN Connect as currently in effect, and hereby agrees to be bound by the Bylaws of NGN Connect, as amended from time to time, Cooperative Articles of Incorporation and such policies, rules and regulations as may from time to time be adopted by Georgia Communication Cooperative's Board of Directors. Bylaws may be found at www.ngnconnect.coop/bylaws. B) Applicant agrees to purchase telecommunications services from NGN Connect. C) Applicant's membership in NGN Connect is to become effective upon: 1. Approval of Membership by the Board of Directors of NGN Connect and 2) Execution by NGN Connect and Applicant of this agreement.

Customer Signature: _____ (sign) Date: _____

Account Information

Account Login / Primary Email / Username: _____@ngnconnect.net

Password: _____ (minimum length = 8 characters)

Additional Email Address Information

Account Login / Email / Username: _____@ngnconnect.net

Password: _____ (minimum length = 8 characters)

Account Login / Email / Username: _____@ngnconnect.net

Password: _____ (minimum length = 8 characters)

Account Login / Email / Username: _____@ngnconnect.net

Password: _____ (minimum length = 8 characters)

Account Login / Email / Username: _____@ngnconnect.net

Password: _____ (minimum length = 8 characters)

FAX SIGNED AGREEMENT TO (866)-293-5861

Backup material for agenda item:

4. Consideration of Bid #281-16 IFB Soccer Field Lights for Parks and Recreation

To view solicitation documents click [here](#).



W DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Park & Recreation

Work Session: 09/08/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 09/15/2016

Presenter: Lisa Henson, Park & Recreation Director

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #281-16 IFB Soccer Field Lights for Park & Recreation

Background Information:

Rock Creek Park opened in 2001 and has three (3) soccer fields located on the south end. Currently the lighting on the track and parking lot is the only lighting available. The intent of this project is to maximize the use of the fields. Scope of work includes installation of 10 galvanized steel poles, lighting, service panel and warranty. Georgia Power to set the transformer. All work must be completed between December 1, 2015 and January 31, 2017 as to not disrupt the playing season.

Current Information:

Four (4) bids were received with both pricing options (Metal Halide and LED lighting); one (1) bid was non-responsive. Cain Electric is most responsive, responsive bidder. Cain Electric has experience with sports facilities and installation of sports lighting.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	6220				\$396,770.00	

Recommendation/Motion: Staff respectfully requests the Board to award #281-16 IFB Soccer Field Lights for Park & Rec to the most responsive, responsible bidder, Cain Electric from Gainesville, GA, in the amount of \$360,700 for the LED outdoor lighting option plus a 10% contingency of \$36,070 to be paid from SPLOST VI and accept the contract as submitted. The contingency request is to cover the installation of the transformer and any unforeseen items to be approved by the County Manager.

Department Head Authorization: Lisa Henson, Park Director

Date: 08/24/2016

Finance Dept. Authorization: Vickie Neikirk, CFO

Date: 8/25/2016

County Manager Authorization: William D Tanner

Date: 8/25/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation. Exhibit A is the RFP, Exhibit B is the pricing, contract and presentation attached.

Soccer Field Lights for Park & Rec Bid #281-16 IFB

WORK SESSION SEPTEMBER 8, 2016



Background

- ▶ Rock Creek Park was opened in 2001
- ▶ 3 soccer fields on the south end
- ▶ Soccer is an ever-growing sport with 266 participants in Spring 2016 and 357 in Fall 2016 (Fall is larger because of Academy Selects Program)
- ▶ Only lighting is on the track and parking lots – no lighting on fields
- ▶ Intent of the project is to maximize use of the fields
- ▶ SPLOST VI approved expenditure
- ▶ Public Works Construction laws in effect
 - ▶ New construction over \$100,000
 - ▶ Must be Invitation for Bid method
 - ▶ Must be awarded to the lowest, responsive, responsible bidder
 - ▶ Bonds & liquidated damages required

Scope of Work

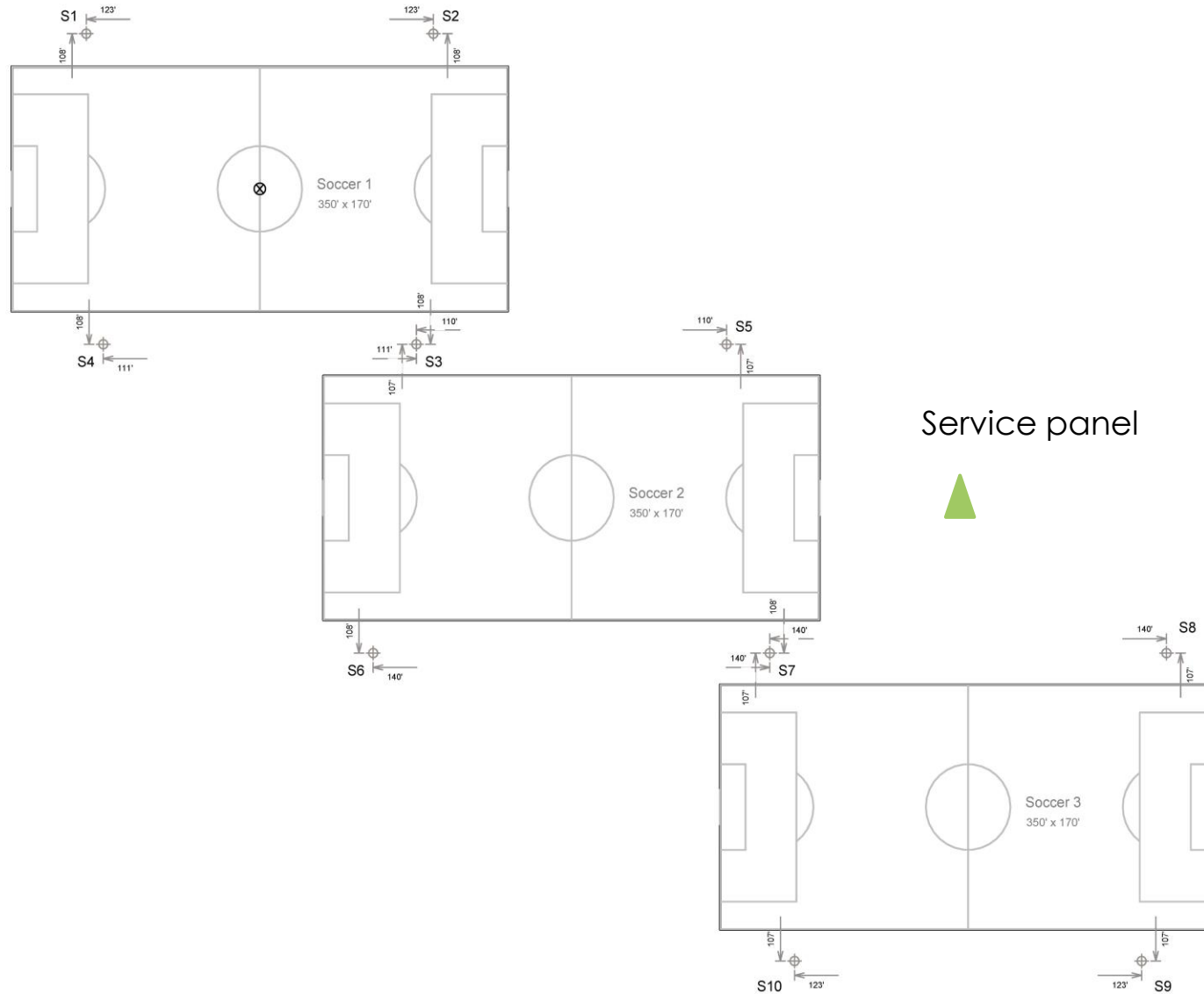
Vendor to provide all labor, materials and equipment to provide a turnkey solution for soccer field lighting at three soccer fields at Rock Creek Park

- ▶ Brand: Musco brand or equivalent could be bid
- ▶ 10 galvanized steel poles (daisy chained to be controlled individually)
- ▶ Shall not exceed 30 foot-candles at any point
- ▶ Remote on/off or from service panel
- ▶ 25 year manufacturer's warranty with re-lamp included
- ▶ Vendors asked to provide Metal Halide & LED Lighting solutions
- ▶ Work to be completed between December 1, 2016 – January 31, 2017
- ▶ Georgia Power to set transformer; Vendor is responsible for providing secondary power and meter

3 Soccer Fields



Equipment Locations



Service panel



Transformer by shop



MY PROJECT
 Name: Rock Creek Soccer Complex
 Location: Dawsonville, GA

EQUIPMENT LAYOUT

INCLUDES:
 · Soccer 1
 · Soccer 2
 · Soccer 3

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

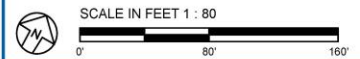
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		QTY / POLE
					LAMP TYPE	POLE	
8	S1-S2 S10-S12	60'	-	60'	1500W MZ		6
2	S4-S6 S3, S7	60'	-	60'	1500W MZ		6/6*
10	TOTALS						72

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)					
	208 (90)	220 (90)	240 (90)	277 (90)	347 (90)	480 (90)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN
 By: Bradley D. Schlesselman, LC
 File # / Date: 167943 19-Aug-15

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2015 Musco Sports Lighting, LLC.

Required Qualifications

- ▶ Experience: Contractors must be qualified to perform the scope of work. It is the responsibility of the vendor to provide information to show qualifications. Evidence of company background and 5 years' experience was required. Work is to be completed by a licensed electrical contractor (copy of license required).
- ▶ References: A minimum of three (3) references must be provided that show similar work to what was requested in the solicitation. References should be for sports facilities within the last three (3) years.
- ▶ Financial Stability: Vendor must show financial stability either by proving the most recent audit or a bank letter.

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Social Media accounts
- ▶ Notification through Chamber of Commerce
- ▶ **Held an optional pre-proposal meeting July 28, 2016 – 7 attendees**
- ▶ **4 proposals received**

Evaluation Committee

- ▶ Lisa Henson, Parks & Recreation Director
- ▶ Buffie Hamil, Programs Coordinator
- ▶ David McKee, Public Works & SPLOST Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing

Company	Turnkey Metal Halide Lighting	Turnkey LED Lighting	Days to Complete Project	Warranty At No Cost
Cain Electric	\$307,700	\$360,700	61 days	25 years manufacturers' warranty (Musco)
Cory Clark Electric	\$324,800	\$378,400	30 days	25 years manufacturers' warranty (Musco) & 1 year installation
North Cobb Electric	\$385,500	\$443,825	45 days	25 years manufacturers' warranty (Musco) & 1 year installation
C&M Enterprises	Disqualified – Non-Responsive			

C&M Enterprises failed to submit proof of 5 years' experience nor did they provide a minimum of 3 references proving similar work at other sports facilities.

2010 Test Fields

Soccer Field Lighting—240 ft x 150 ft, 30 footcandles horizontal · Oskaloosa, Iowa, USA



Metal Halide — 1500-watt Z-Lamp™

EQUIPMENT: 16 fixtures, 4 poles

ENERGY: 25.0 kW

LED — 2010 Technology

EQUIPMENT: 84 fixtures, 6 poles

ENERGY: 34.4 kW

PROJECT COST: 6 to 7 times more than metal halide

LED — 2014 Technology

EQUIPMENT: 42 fixtures, 6 poles

ENERGY: 16.6 kW

PROJECT COST: 1½ to 2 times more than metal halide

Lighting Solutions – Comparison

HID

2005 Technology

Takes **10-15 minutes to warm up** –
Brown out situation would delay start
up **30 minutes** each occurrence

Capital Cost: \$307,700 from SPLOST VI

Maintenance from General Fund:

Energy – 112.62kW for all fields

LED

2014 Technology

Instant on – no warm up
Better control of foot-candles
Will look brighter

Capital Cost: \$360,700 from SPLOST VI

Maintenance from General Fund:

Energy efficient – 68.04kW for all fields

25-Year Life Cycle Cost Comparison

Assumptions

Field Name: Soccer		Musco Green Generation Lighting™ HID		Musco Green Generation Lighting™ LED	
Annual Operating Hours	300	No.	Avg.	No.	Avg.
Energy Cost/ kWh	\$0.10	Fixtures	kW	Fixtures	kW
Fixture Compared to:	150000	72	112.61	108	68.04
Controls Labor Savings	\$0.00				
Controls Energy Savings	25%				

	Musco Green Generation™ HID	Musco Green Generation™ LED
Hours	7500	7500
Average kW	112.6	68.0
Total kW	844,560.0	510,300.0
Metric Tons of CO2	582.4	351.9
Energy	\$84,456	\$51,030
Group Relamp	\$0	\$0
Lamp Maintenance	\$0	\$0
Controls - Energy	\$0	\$0
Controls - Labor	\$0	\$0
25-Year Life-Cycle Costs	\$84,456	\$51,030

Budget Comparison

Metal Halide Lighting	Price
HID Lighting	\$307,700.00
GA Power (transformer)	\$18,527.06
Total	\$326,227.06
SPLOST VI Budget	\$375,000.00
Under Budget	\$48,772.92

LED Lighting	Price
LED Lighting (Recommendation)	\$360,700.00
GA Power (transformer)	\$18,527.06
Total	\$379,227.06
SPLOST VI Budget	\$375,000.00
Overage	(\$4,227.06)

Recommendation

Staff respectfully requests the Board to award #281-16 IFB Soccer Field Lights for Park & Rec to the most responsive, responsible bidder, Cain Electric from Gainesville, GA, in the amount of \$360,700 for the LED outdoor lighting option plus a 10% contingency of \$36,070 to be paid from SPLOST VI and accept the contract as submitted.

The contingency request is to cover the installation of the transformer and any unforeseen items to be approved by the County Manager.



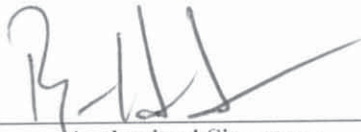
**BID #281-16 #281-16 IFB SOCCER FIELD LIGHTS FOR PARK AND RECREATION
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: Cain Electric Co., Inc.

Vendor to provide all materials, labor and equipment needed to complete the Scope of Work.

	Price
Option 1: Turnkey Pricing Metal Halide Outdoor Lighting	\$ 307,700.00
Option 2: Turnkey Pricing LED Outdoor Lighting	\$ 360,700.00
Start Date	December 1, 2016
Days to Complete Project	61 days (completion date Jan. 30, 2017)
Product Warranty	No change cost
Labor Warranty	↓
Installation Warranty	

Vendors must attached applicable licenses and certifications


Authorized Signature

Vice President
Title

Ryan Howard
Print Name

August 12, 2016
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Bid #260-15 RFP Historic Courthouse Restoration: Window Replacement This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Cain Electric, Inc. a Georgia Corporation (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Bid #281-16 IFB Soccer Field Lights for Park & Recreation** for furnishing materials, labor, and equipment necessary for the installation of soccer field lights at Rock Creek Park as listed in the specifications and proposed by the Contractor.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the **Bid #281-16 IFB Soccer Field Lights for Park & Recreation** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in **Bid #281-16 IFB Soccer Field Lights for Park & Recreation**.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described as follows: Provide a turnkey solution for soccer field lights at Rock Creek Park as specified in the bid document.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall complete the work within a 61 calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of two hundred fifty dollars (\$250.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$360,700 Three hundred sixty thousand seven hundred dollars for furnishing materials, labor, and equipment necessary for the completion of Project **#281-16 IFB Soccer Field Lights for Park and Recreation**. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as “lump sum”.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

5.2 Withheld Payment

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor;
- b) Claims of third parties against the Owner;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for substantial or final completion;
- f) Persistent failure to carry out the work in accordance with the Contract; or
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

5.3 Completion and Final Payment

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required From Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

6.3 Owner's Right to Perform Work

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor shall perform the work strictly in accordance with this Contract.

7.2 The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

7.3 Warranty

7.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

7.5 Supervision

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.6 Cleaning the Site and the Project

7.6.1 The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

7.7 Access to Work

7.7.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.8 Indemnity

7.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager, named here as Bob Ivey.

8.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

8.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

8.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

8.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

8.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 ***Claims for Additional Costs***

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

8.2.5 ***Claims for Additional Time***

8.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

8.2.6 ***Claims for Weather Delays***

8.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

ARTICLE IX

CHANGES IN THE WORK

9.1 Changes Permitted

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

9.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

9.2 Change Order Defined

9.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

9.3 Changes in the Contract Price

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

9.4 Notice to Surety; Consent

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice

to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 For Convenience

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
 - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 For Cause

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

10.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

12.3 Surety Bonds

12.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:
DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: Mike Berg

Name: Ryan Howard

Title: Chairman

Title: Vice President

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: Danielle Yarbrough

Name: _____

Title: County Clerk

Title: _____

Backup material for agenda item:

5. Consideration of request from KARE for Kids for parking lot use



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 8-8-16

Prepared By: McKee

Voting Session: 8-15-16

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: Request for KARE for Kids to use County Parking Lots

Background Information:

KARE for Kids is a 501c3 non-profit organization that provides Christmas items for Kids in need within Dawson County. KARE puts on the Mountain Mooshine Festival annually as a sole fundraiser to provide for local Kids.

Current Information:

KARE has requested the use of the county parking lots for use during the moonshine festival for parking. KARE will provide all insurance certificates in Dawson County BOC name.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve KARE for Kids to utilize the county parking lots

Department Head Authorization: _____

Date: 8-30-2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: William D Tanner

Date: 9/2/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

KARE Letter, Lease Agreement, insurance certificate

LEASE AGREEMENT

For and in consideration of the mutual promises contained herein and other good and valuable consideration, Dawson County, Georgia (hereinafter referenced as "County") and KARE for Kids, Inc., a 501(c)(3) non-profit organization (hereinafter referenced as "KARE for Kids"), agree to this lease agreement as follows:

1. Premises

The County agrees to lease to KARE for Kids parking areas at the County Courthouse/Administrative Center, County Extension Office, Health Department, Elections Office, Library, and other County Offices (K.H. Long Building) within Dawsonville ("leased premises").

2. Term

This lease shall be for the days of October 22, 2016 and October 23, 2016.

3. Use of Premises

The leased premises shall be used by KARE for Kids only for purposes of the 49th Annual Mountain Moonshine Festival and for no other purpose. KARE for Kids shall not use the leased premises or allow or permit the leased premises to be used in any way or for any purpose that the County, in its sole discretion, deems hazardous. KARE for Kids shall be responsible for providing maintenance for the leased premises. Litter and trash shall be removed from the leased premises by KARE for Kids at the conclusion of the 49th Annual Mountain Moonshine Festival on October 23, 2016.

4. Insurance

KARE for Kids shall, at its expense, maintain comprehensive public liability insurance for any occurrence resulting in property damage, bodily or personal injury or death and consequential damages arising therefrom and shall provide the County a certificate of insurance for such liability insurance policy and shall list Dawson County as an additional named insured on the liability insurance policy.

5. Indemnity

KARE for Kids agrees to indemnify and hold harmless the County, the County's officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claim, settlement, award, penalty, fine, defense or judgment because of any loss or damage to any person, property, or right arising out of or in consequence of this lease and KARE for Kids' operations authorized in accord with this lease. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of KARE of Kids or the County or their agents, employees, invitees, permittees or guests. This

indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.

6. Entire Agreement

This lease contains the entire agreement of the parties and no representation, inducement or promise, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this lease shall be finally determined to be invalid or unenforceable in whole or in part, then the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto.

7. Law

This lease shall be interpreted and construed under the laws of the state of Georgia.

This _____ day of _____, 2016.

DAWSON COUNTY


ATTEST

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

KARE FOR KIDS, INC.

ATTEST

By: 
Name: David McKee
Title: President

By: _____
Name: _____
Title: _____

KARE for Kids, Inc.

P.O. Box 211
Dawsonville, GA 30534
706-216-KARE (5273)

Chairman and Commissioners,

As you are most likely aware, the 49th Annual Mountain Moonshine Festival is right around the corner, this year the festival will be held on the weekend of October 21th and 23th,.

KARE for Kids would like to ask you to allow us to use your parking areas to help accommodate the large number of people that will be coming to our city for this event. As done in previous years, we will charge a parking fee of \$10.00 per vehicle that will go to aid needy children in Dawson County. Other Dawson County organizations have agreed to staff the lots and collect fees. All money made from parking will be split between the organization parking your lot and KARE for Kids, Inc.

As many business owners have asked, KARE for Kids, Inc. is a 501(C)(3) non-profit organization and is fully insured.

For more information on how we are helping to make a difference in the lives of children in our community, we invite you to visit our website at www.kareforkids.org; you can also find information on our upcoming events for this year and volunteer opportunities.

Thank you again, and we look forward to your continued support. Please let Tiffany or I know if you have any questions. 706-216-KARE (5273)

Sincerely,



David McKee
President
KARE for Kids, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Agency Inc. P. O. Box 126 Dawsonville, GA 30534 Deborah B. Pelfrey	CONTACT NAME: PHONE (A/C, No, Ext): 706-216-3296		FAX (A/C, No): 706-216-8546	
	E-MAIL ADDRESS: _____			
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURED KARE FOR KIDS, INC Lauren Samples P.O. Box 211 Dawsonville, GA 30534	INSURER A : Philidelphia Insurance Co			
	INSURER B : Philidelphia Insurance Co			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1490957	06/29/2016	06/29/2017	EACH OCCURRENCE	2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	5,000
							PERSONAL & ADV INJURY	2,000,000
							GENERAL AGGREGATE	4,000,000
							PRODUCTS - COMP/OP AGG	4,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS			<input type="checkbox"/> SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS			<input type="checkbox"/> NON-OWNED AUTOS			PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors & Office			PHSD1160748	08/16/2016	08/16/2017	D&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

<p style="text-align: center;">DAWSCOB</p> <p>Dawson County Board of Commissioners 25 Justice Way Ste 2313 Dawsonville, GA 30534</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Deborah B. Pelfrey</p>
--	---

61

Backup material for agenda item:

6. Consideration of request to accept Fredricks Cove Road into the Dawson County Road Maintenance Program



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 9-8-16

Prepared By: David Mcke

Voting Session: 9-15-2016

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: Acceptance of Fredricks Cove Road

Background Information:

Fredricks Cove road is a subdivision road located off of SR 400 north of Heath Road. The road is currently private and the Property Owners Association (POA) has dedicated all the required ROW and brought the Road up to the current county standards. The POA has received a variance on 8-16-2016 for several structures that were within the building setbacks. The road has recently been paved and the current condition of the road is at peak performance.

Current Information:

The current condition of the road is at peak performance, and meets all current county road standards. The road is 22' with a 2' rolled curb and gutter. The POA and property owners have dedicated a total ROW of 50'. The current wearing surface should last approximately 10-15 years with routine maintenance

The road is approximately .37 Miles.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept Fredricks Cove Road into the Dawson County road maintenance program.

Department Head Authorization: David McKee

Date: 8-30-2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: William D Tanner

Date: 9/2/16

County Attorney Authorization: _____

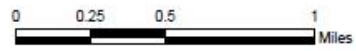
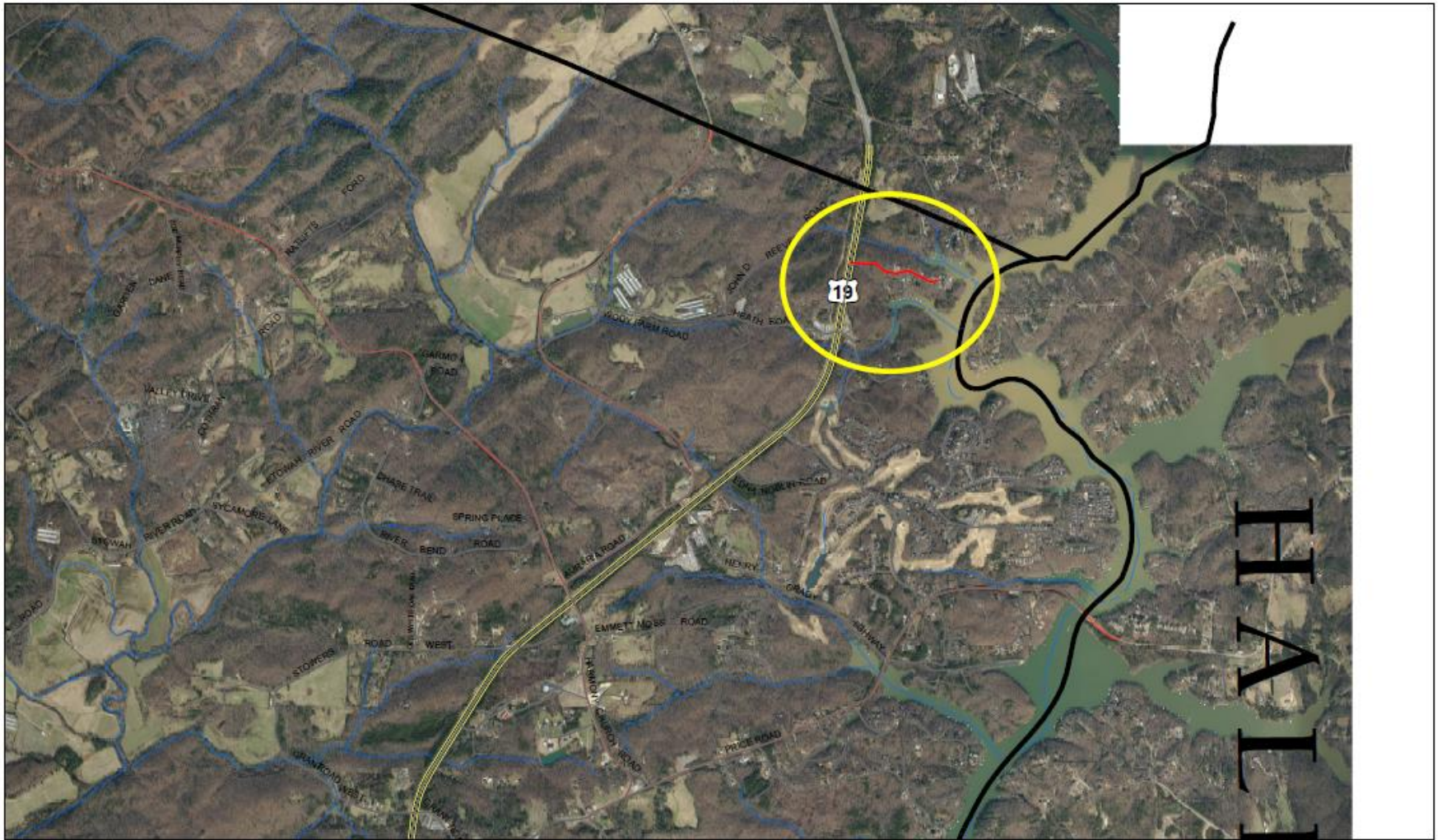
Date: _____

Comments/Attachments:

Attached: Plat, PPT with Photographs, map

Fredricks Cove Rd

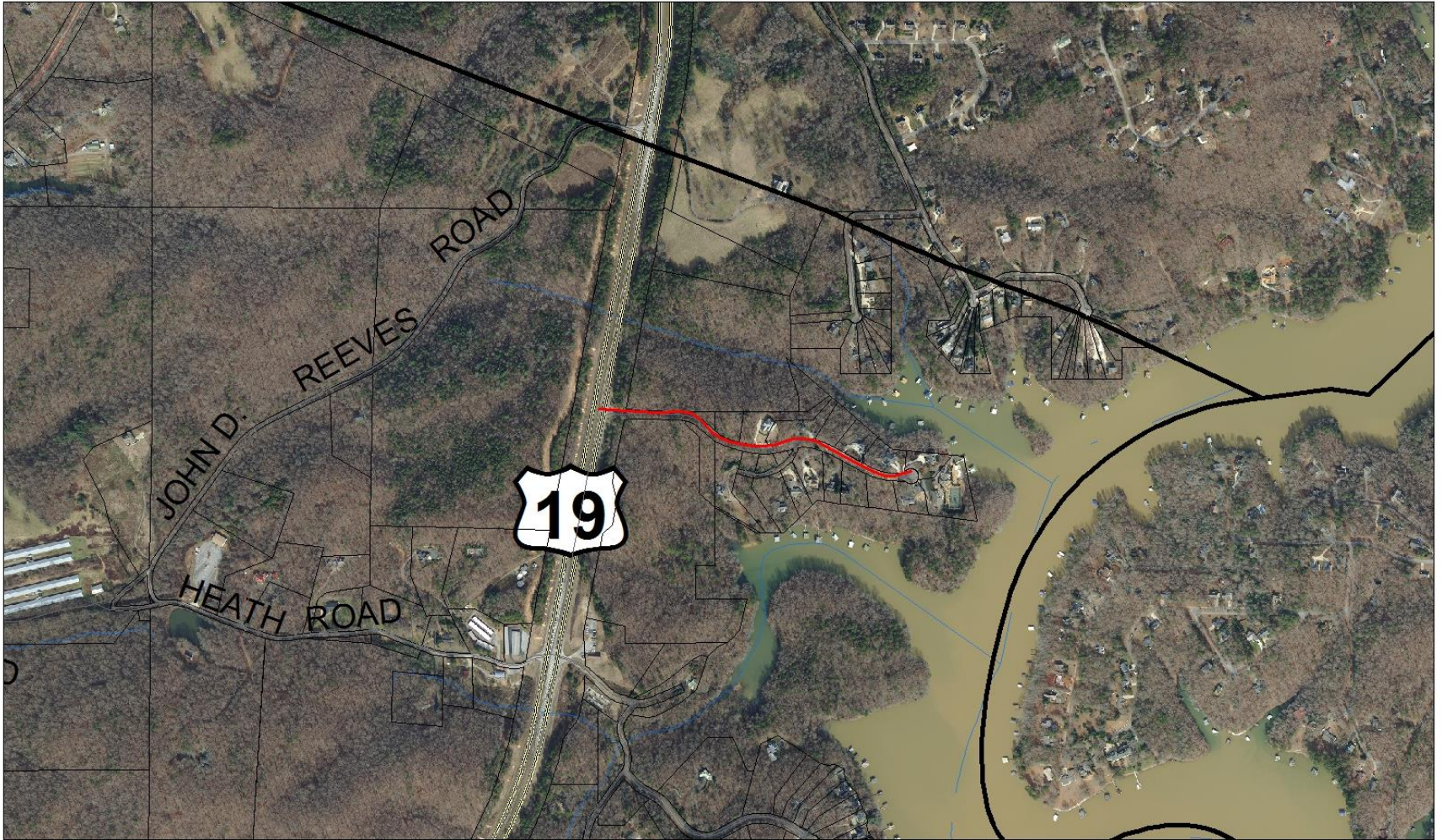
.37 Miles
Approximately 20 Property owners



Legend
 - - - - - County RD
 - - - - - State RD
 - - - - - All Way
 - - - - - State & Stream
 - - - - - Township

ALABAMA

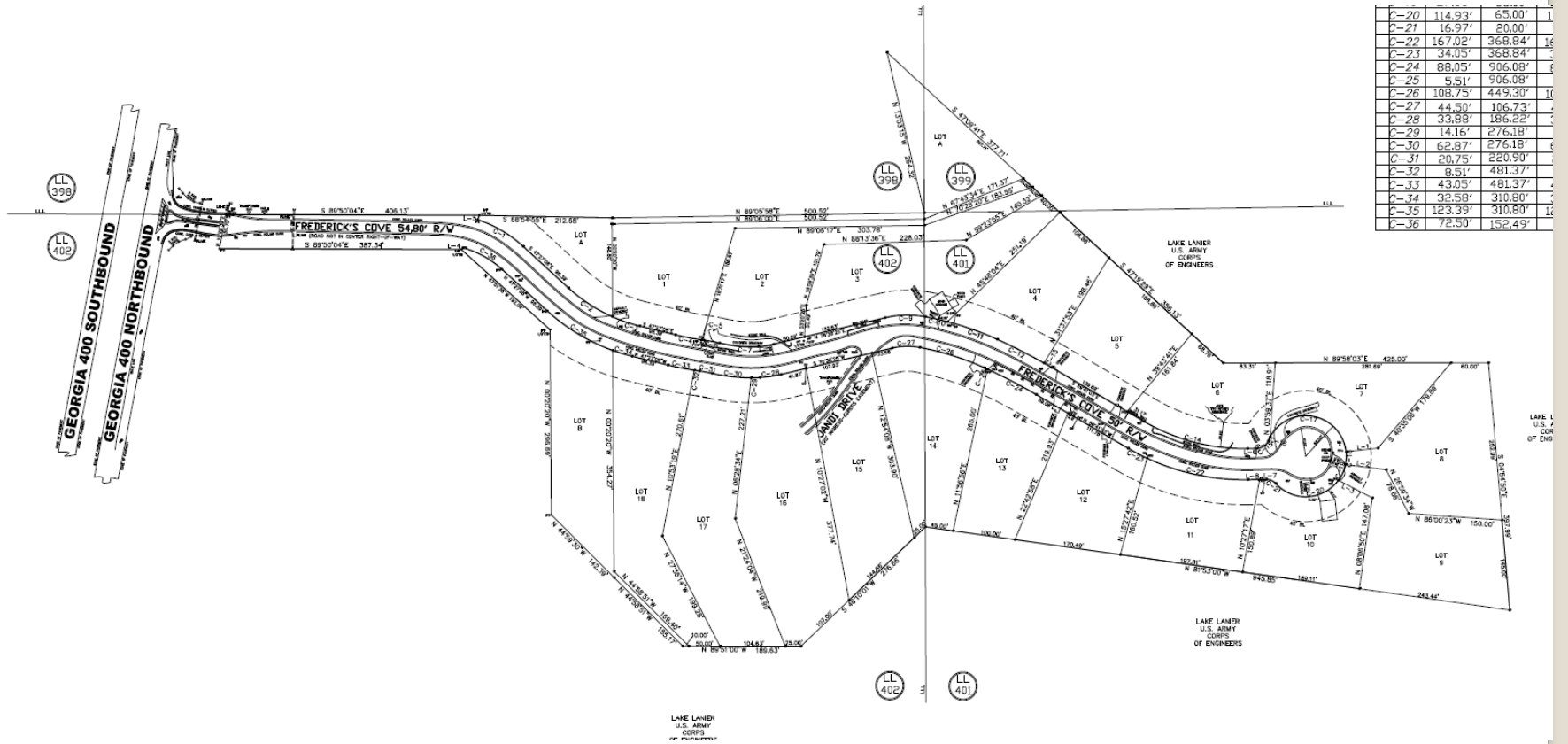
Fredricks Cove Rd



Legend

— Road Centerline	— County RD
— Thruway	— State Hwy
— County Line	— US Hwy
— Road Type	— River & Streams
	— Division Rd

Fredricks Cove Rd



C-20	114.93'	65.00'	1
C-21	16.97'	20.00'	
C-22	167.02'	368.84'	16
C-23	34.05'	368.84'	
C-24	88.05'	906.08'	6
C-25	5.51'	906.08'	
C-26	108.75'	449.30'	10
C-27	44.50'	106.73'	
C-28	33.83'	186.22'	
C-29	14.16'	276.18'	
C-30	62.87'	276.18'	
C-31	20.75'	220.90'	
C-32	8.51'	481.37'	
C-33	43.05'	481.37'	
C-34	32.58'	310.80'	
C-35	123.39'	310.80'	16
C-36	72.50'	152.49'	





Backup material for agenda item:

7. Presentation and Consideration for the Windstream Contract Addendum for Internet Services for Dawson County Government Facilities - County Attorney Joey Homans



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 09/08/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 09/15/2016

Presenter: Joey Homans, County Attorney

Public Hearing: Yes No

Agenda Item Title: Presentation and Consideration for a Windstream Contract Addendum for Internet Services for Dawson County Government Facilities

Background Information:

Dawson County Board of Commissioners awarded Bid #240-14 RFP Internet Service Provider for Dawson County Government to Windstream Communications in 2014 to provide internet to all government facilities. The original contract is renewed on an annual basis with an expiration date of December 31, 2020. The County can give 30 days' notice to terminate the contract.

Current Information:

Windstream is offering to upgrade the copper circuits to fiber circuits which will allow for increased bandwidth and will speed up internet access to government center and outlying facilities. Windstream will pay 100% of the construction while the 2014 contract price will remain the same. The terms of the addendum allows for annual renewals unless the County gives 30 days' notice not to renew.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
General Fund	IT & Departments	523207	\$67,820.00	\$21,555.83	\$0.00	\$21,555.83

Recommendation/Motion: Staff respectfully requests the Board to approve the contract addendum to the Windstream contract from Bid #240-14 RFP Internet Service Provider for Dawson County Government to Windstream Communications as presented.

Department Head Authorization: James Tolbert, IT Director

Date: _____

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Original bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Awarded Bids and the contract is attached for review.



Company Information

Customer Name	DAWSON COUNTY VLS PROJECT	EAN	102758
Install Street Address	25 JUSTICE WAY	City, State, Zip	DAWSONVILLE, GA, 30534-3450
Main Telephone Number	(040) 001-1025	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1207680
Account Representative	Michael Thigpen	Proposal Type	Renewal with Change
Partner Name		Opportunity ID	1263683
Effective Date	8/24/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 300M VLS	1	\$1,000.00	\$1,000.00
Other Recurring Charge - 100M EIA VLS	1	\$250.00	\$250.00
Total Miscellaneous			\$1,250.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,250.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleton</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 1	EAN	204452370
Install Street Address	189 HIGHWAY 53 E	City, State, Zip	DAWSONVILLE, GA, 30534-3401
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204493
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1259776
Effective Date	7/29/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleton</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 2	EAN	204469210
Install Street Address	145 LIBERTY DR	City, State, Zip	DAWSONVILLE, GA, 30534-5012
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204793
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260044
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleler</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleler</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 3	EAN	204469238
Install Street Address	383 MEMORY LN	City, State, Zip	DAWSONVILLE, GA, 30534-
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204902
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260209
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middlebro</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middlebro</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 4	EAN	204469242
Install Street Address	201 RECREATION RD	City, State, Zip	DAWSONVILLE, GA, 30534-3659
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204907
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260220
Effective Date	8/31/2016	Term	60

Bundled Services

Total Services			\$0.00
-----------------------	--	--	---------------

Features

Total Features			\$0.00
-----------------------	--	--	---------------

Miscellaneous

Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)

Total Other Charges (Non-Recurring)			\$0.00
--	--	--	---------------

Total Solution

Total Monthly Recurring Charges			\$500.00
Total Non-Recurring Charges			\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleton</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 5	EAN	204469251
Install Street Address	445 MARTIN RD	City, State, Zip	DAWSONVILLE, GA, 30534-
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204910
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260225
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleton</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 6	EAN	204509862
Install Street Address	946 BURT CREEK RD	City, State, Zip	DAWSONVILLE, GA, 30534-3452
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1207162
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1263053
Effective Date	8/25/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: <u>Benny Middleton</u>
Title: Chairman Dawson County Board of Commissioners	Title: <u>Sales Director</u>
Date: _____	Date: <u>8-25-16</u>

WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective. Additionally, the Parties agree that this Agreement as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Customer on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the Customer's provision of written notice of non-renewal to Company at least five (5) days prior to the end of the then current calendar year.

2. Charges for Services. Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.

3. Installation. Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.

4. Billing and Payment; Disputes. Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.

5. Credit and Deposits. Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.

6. Moves. If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.

7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility. Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requests Customer return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the fair market value of the equipment as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.

8. WIN-Provided Software. Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose. Customer may be required to provide WIN with evidence that its use of the Software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. Use of Services. Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DSO/DSO equivalent. For violations of this Section, WIN may: w) immediately terminate Services; x) charge Customer long-distance charges and an additional price per minute; y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, z) require Customer to pay for the excessive use immediately and make a deposit.

10. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days

that affects WIN's network or other customers. (c) use the Services fraudulently or unlawfully; d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (d) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (e) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

11. Effect of Termination. a. Pre-Installation - If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s). Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b). b. Post-Installation - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.

12. Limitation of Liability; Indemnity. FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY TO THE EXTENT PERMITTED BY LAW: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. Force Majeure. WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

15. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.win.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.win.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.

16. Miscellaneous. (a) Signatures and Amendments: This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream_business_support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) Compliance with Laws; Applicable Law: Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) Statute of Limitations: Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) Assignment: On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part) to an affiliate or acquirer of all or substantially all of its assets without any advance



consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries**: No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver**: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability**: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival**: Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes**: Handwritten changes are not binding on either party; (l) **Use of Products in U.S.**: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality**: Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.



Windstream VoIP 911 Disclosure

Windstream ("WIN") is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP, Virtual Centrex, Allworx Reach™ Application, Virtual private branch exchange, Windstream Hosted Communications and Dynamic IP services ("WIN VoIP Services"):

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to Power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location by contacting WIN Customer Service at 1-855-361-7792 in order for your current location to be transmitted automatically and accurately to emergency services. For Windstream Hosted Communications, you must contact WHC Repair at 1-855-759-7420 to update your service address; customers using Windstream Hosted Communications on a smart phone may access the Windstream Hosted Communications Software application to update. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact the WIN Business Center at 1-800-600-5050 when you plan to move your service address.** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we have provided stickers to be placed on or near all of your telephones and devices.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Printed name

Account number

Signature

Date

NIA
BM.
8-25-16



LETTER OF AUTHORIZATION TO CHANGE LOCAL SERVICE PROVIDER

The undersigned ('Local Subscriber') hereby designates Windstream Communications, LLC. (" WCL") as the Local Subscriber's Agent for the purpose of changing the Local Subscriber's Local telephone service provider from to WCL.

The Local Subscriber hereby understands that only the one local telephone service provider may be selected for each of the Local Subscriber' s telephone numbers listed herein. The Local Subscriber understands that, as a result of this decision to change local telephone service providers from WCL, a charge for such change may be incurred.

The authorization granted herein applies to the Local Subscriber' s telephone numbers included on Attachment A.

Signature: _____

Name (Printed): Mike Berg

Title: Chairman Dawson County Board of Commissioners

Company: DAWSON COUNTY VLS PROJECT

Address: 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454

Federal Tax ID Number:

Date: 08/24/2016

NIA
BM
8-25-16



LETTER OF AGENCY to change PREFERRED INTEREXCHANGE CARRIER

Contract No.: 2016081263683

BTN: (040) 001-1025

This letter of agency is used for the following Windstream telecommunications companies:

Windstream Communications, LLC.
Aliant Systems, Inc. dba Windstream
360 Long Distance Company dba Windstream/360
KIN Network, Inc. dba Windstream

- a.i.1.a. IntraLATA []
- a.i.1.b. InterLATA []
- a.i.1.c. International Exchange []

The undersigned subscriber (hereafter referred to as "Subscriber") understands that only one telecommunications carrier may be designated as the Subscriber's preferred carrier for the following telecommunications services:

Signed: _____
Bill Name: Mike Berg
Title: Chairman Dawson County Board of Commissioners
Company: DAWSON COUNTY VLS PROJECT -
Address: 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454
Date: 08/24/2016

MIA
BM
8-25-16



Addendum to Customer Service Agreement

This Addendum is entered between Windstream and its affiliates ("Windstream") and DAWSON COUNTY VLS PROJECT ("Customer") Contract Number 2016081263683 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

RATE INCREASES

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, if during the Minimum Term Commitment of the Agreement Windstream increases Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement, Customer shall have the right, upon thirty (30) days written notice, to terminate the Agreement without liability other than payment for Services rendered through the termination date. The forgoing right shall not apply to changes to, additions of and/ or increases in applicable fees, taxes and other government-mandated charges.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

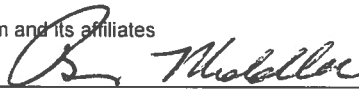
Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

DAWSON COUNTY VLS PROJECT -

X By: _____
Name: _____
Title: _____

Windstream and its affiliates

By: 
Name: Benny Middleton
Title: Sales Director
8-25-16



Business Credit Application

Business Name (Full Legal Name): DAWSON COUNTY VLS PROJECT	Business Phone Number : (040) 001-1025 Name: Responsible Party Number : (706) 344-3500 Name: Accounts Payable Number: Name:
Physical Address (street): 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3450	Billing Address (street): 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454
Email Address: chairman@dawsoncounty.org	Former / Other Billing Account (with Windstream or Windstream acquired company):
Company Name: (if DBA) <i>NIA</i>	Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship / Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Federal Tax ID: Date: Phone:	Signature: _____ <i>BM 8-25-14</i> References not required but may be considered.
<p>Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor) I, _____, residing at _____ for and in consideration of your extending credit at my request to (company name) _____, of which I am (title) _____, hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications, LLC., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.</p>	
Social Security # Date: Phone:	Signature: _____
Sales Department Usage Only:	
Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____	
Sales Rep Name: Michael Thigpen Fax #:	Contact #: (706) 864-8583 Email Address: michael.thigpen@windstream.com
Credit Department Usage Only:	
Date Received: Credit Agent:	Date Completed: Credit Decision:
Ref./Application #: Deposit:	Advance Pay:



Private Line Jurisdiction Traffic Certification

As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Customer Name: _____

Customer Address: _____

Contact Person's Telephone Number: _____

Customer represents and verifies that:

- 1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Line, Business Data, TDM, etc.) represent:

Please check one of the boxes below

Intrastate Services - If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered "intrastate" or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state

Interstate services - If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered "interstate". Example includes: a circuit from a manufacturing plant in one state to a main office in another state.

Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com

The circuits are exempt from federal Universal Service Surcharges ("FUSF Surcharge") because you are a wholesale customer who files your own form 499 report

- 2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
- 3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
- 4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): _____

Title (Print): _____

Date: _____

NIA
BM.
8-25-16

Please return form to:

Windstream Communications
 4001 Rodney Parham Road
 Mail Stop: 1170 B1F212-12A
 Little Rock, Arkansas 72212
 ATTN: PL Certification

OR

Email to: wci.regulatory@windstream.com

Backup material for agenda item:

8. Presentation of Proposed FY 2017-2019 Budget



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Board of Commissioners

Work Session: NA

Prepared By: Natalie Johnson on behalf of Mike Berg

Voting Session: 09/15/2016

Presenter: Mike Berg

Public Hearing: Yes No

Agenda Item Title: Presentation of Proposed FY 2017-2019 Budget

Background Information:

The proposed budget is required to be presented to the Board of Commissioners by the Budget Officer.

Current Information:

Three public hearings are required. Adoption of the budget is required as least one month prior to the start of the fiscal year.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Recommendation to approve budget as presented

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments: