

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, OCTOBER 13, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

PUBLIC HEARING

1. Ambulance Billing Ordinance Revision (*1st of 2 hearings. Second hearing will be held on October 27, 2016*)

NEW BUSINESS

1. Presentation of Superior Court Request for Additional Funds - Court Administrator Reggie Forrester
2. Presentation of Intergovernmental Agreement with the Dawson County School District for School Resource Officers - Sheriff-Elect Jeff Johnson
3. Presentation of Senior Center Quilt Raffle Approval - Senior Services Director Dawn Pruett
4. Presentation of FY17 Deanna Specialty Transportation, Inc. Contract - Senior Services Director Dawn Pruett
5. Presentation of FTA/GDOT FY17 5311 Operating/Capital Contract - Senior Services Director Dawn Pruett
6. Presentation of Request for FTA/GDOT FY16 and FY17 Capital Funding during Dawson County FY16 Budget - Senior Services Director Dawn Pruett
7. Presentation of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services - Fleet Administrator Shannon Harben

To view solicitation documents click [here.](#)
8. Presentation of Bid #283-16 Dodge Vehicles for Dawson County Government - Purchasing Director Davida Simpson

To view solicitation documents click [here.](#)
9. Presentation of Safety Coordinator Resolution - Human Resources Director Danielle Yarbrough
10. Presentation of 2017 Holiday and Payroll Calendar - Human Resources Director Danielle Yarbrough
11. Presentation of 2017 Board of Commissioners Meeting Schedule - County Clerk Danielle Yarbrough
12. Presentation of Windstream Communications Contract Addendum Renewal - County Attorney Joey Homans
13. County Manager Report
14. County Attorney Report

**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

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Backup material for agenda item:

1. Presentation of Superior Court Request for Additional Funds - Court Administrator
Reggie Forrester



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session: 10/13/2016

Prepared By: Reggie Forrester

Voting Session: 10/20/2016

Presenter: Reggie Forrester

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Request for Additional Funds

Background Information:

In 2015 and 2016, the Superior Court judges have made a concerted effort to clean up the backlog of misdemeanor and felony cases. This has increased the number of jury trials and corresponding transcripts of matters required by law to be transcribed. In 2016, we have expended \$47,120 in Jury Script and \$45,252 in Transcripts as of 09/26/16.

Current Information:

In 2015, we had 15 jury trials over 19 jury trial weeks. In 2016, we have already had 20 jury trials over 16 jury trial weeks and have four more jury trial weeks scheduled. We are now having two judges holding court simultaneously to continue the effort to clear the backlog.

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

Fund	Dept.	Acct No.	Acct Name	Budget	Balance	Requested
100	2150	521102	Admin Svcs – Jury Scripts	\$55,000	\$0	\$12,000
100	2150	521303	Technical – Court Reporter	\$41,000	\$0	\$13,000

Recommendation/Motion: To approve request to move funds from General Fund contingency account to cover overages in Superior Court's departmental budget

Department Head Authorization: [Signature]

Date: 10/03/2016

Finance Dept. Authorization: V. Minkip

Date: 10/14/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

2. Presentation of Intergovernmental Agreement with the Dawson County School District for School Resource Officers - Sheriff-Elect Jeff Johnson



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: DCSO

Work Session: _____

Prepared By: SE

Voting Session: _____

Presenter: _____

Public Hearing: Yes _____ No _____

Agenda Item Title: SRO Contract

Background Information:

This is the yearly contract with the BOE for the SRO program

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	3350	336000	112,000			

Recommendation/Motion: _____

Department Head Authorization: B. Kline

Date: 10/4/16

Finance Dept. Authorization: V. Ninkic

Date: 10/4/16

County Manager Authorization: D. Dudley

Date: 10/6/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
SCHOOL RESOURCE OFFICERS**

Between

**THE DAWSON COUNTY SCHOOL DISTRICT AND
DAWSON COUNTY, GEORGIA, BY AND THROUGH ITS
COUNTY COMMISSION**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is made and entered into this 12th day of September 2016, effective as of the 12th day of September, 2016, by and between the DAWSON COUNTY SCHOOL DISTRICT, (hereinafter referred to as "School District "), and DAWSON COUNTY, GEORGIA, acting by and through the COUNTY COMMISSION, (hereinafter collectively referred to as the "County").

WITNESSETH:

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes School Districts and Counties in Georgia to enter into Intergovernmental Agreements for the provision of services; and

WHEREAS, the County Charter Art. ____, Section ____, Paragraph ____, authorizes the County to enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations for the provision of services; and

WHEREAS, the School District is desirous of contracting with the County for the provision of a School Resource Officer (hereinafter referred to as "SRO") for Dawson County Schools, in Dawsonville, Georgia; and

WHEREAS, OCGA § 20-8-5 provides for and establishes the jurisdiction and authority of officers working on school campuses not otherwise within their jurisdictional limits when employed under a contract with a school system which said law explicitly provides

for the jurisdiction of the County Sheriff's Department to enforce the state and local laws outside the corporate limits of the County.

WHEREAS, the County is willing to provide a SRO to the School District upon the terms and conditions contained herein.

WHEREAS the County shall and does hereby designate the Sheriff of the County to act as its representative for all purposes hereunder.

NOW THEREFORE, the School District and the County hereby agree as follows:

1. Term and Termination.

1.1 The term of this Agreement shall be for the period from July, 2016 through June, 2017. The parties agree that in the event of a default in any term hereunder by either party and such party fails to cure said default within thirty (30) days after written notice thereof from the non-defaulting party; then the non-defaulting party, at its option may at once and immediately, terminate this Agreement by written notice to the defaulting party whereupon this Agreement shall terminate. Any notice provided in this paragraph shall be given by the party, or its attorney, or agent. If at any time this Agreement is terminated, the School District shall be responsible for no more than the monthly payment due at the time of termination. If at any time this Agreement is terminated, the County shall be responsible for repayment of any sums paid by the School District, but not yet earned by the County.

2. Duties and Responsibilities of the County.

2.1 The County Sheriff (hereinafter referred to as the "Sheriff") shall assign four regularly employed County Deputy Sheriff Officers to serve as SROs at Dawson County Schools.

2.2 Any officer assigned to the school as a School Resource Officer shall receive official resource officer training as soon as practical.

2.3 In addition to the SRO, the Sheriff and his Second-In-Command shall perform scheduled and non-scheduled visits to the school in order to promote safety and security. The Sheriff and/or his Second-In Command shall also be charged with supervising the SRO in the performance of his/her law enforcement duties, provide investigative assistance and security advice to the principals of the school, and promote a positive and cooperative working environment between the employees of the School District and Sheriff's Department.

2.4 It is understood and agreed that the primary function of the SRO is to facilitate a safe school environment and enforce the laws of the State of Georgia. In addition to performing general law-enforcement duties, SRO shall act as an instructor for specialized law enforcement related presentations upon the request of the school principal and upon the approval of the Sheriff. SRO is not to be used as a teacher, paraprofessional, or substitute or in any other capacity not consistent with this purpose.

2.6 In addition to the general duties set forth herein, SRO shall have the following duties:

2.6.1 SRO must maintain visibility in the school in order to help prevent crimes and other disruptive behavior. Maintaining visibility during the opening and closing of the school day, during lunch periods, and during the changing of classes shall be required of SRO. In addition, SRO shall be required to patrol the common areas during high traffic times;

2.6.2 To the greatest extent possible, SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist with problems relating to law enforcement or crime prevention;

2.6.3 SRO shall become familiar with all community agencies which offer assistance to youths and their families, including but not limited to, mental health clinics, drug treatment centers, and/or counseling agencies in order to

make appropriate referrals; provided said referrals have been approved by the Sheriff or his / her designee

2.6.4 SRO will assist in coordinating and implementing the school safety plan in order to provide for all possible school emergencies;

2.6.5 SRO will adhere to the policies of the school, the policies of the County Sheriff's Department, the policies of the County, including, but not limited to the County's personnel policy, and all other legal requirements when performing their duties hereunder;

2.6.6 SRO shall maintain detailed records and reports on all operations of the Program. These reports shall be made available to the school principal, the Superintendent, the School Board, the Sheriff, and/or his / her designee to the extent allowed by law;

2.6.7 SRO shall assist school principal in coordinating security and safety to all after-school events.

2.6.8 At the beginning of this August school year, the Sheriff and the County Sheriff's Department designee shall meet with the principal of the school and School District Superintendent to review the duties and responsibilities of the SRO and to discuss the expectations of the school administration. The Superintendent, Special Education Director, System Social Worker, School Psychologist, System Data Entry Clerk, school principals and assistant principals for discipline, and the Sheriff and SRO for the school shall compose a System Discipline Committee which shall meet once a month, unless otherwise agreed by the Sheriff and Superintendent. These meetings will be held to review and discuss discipline and law enforcement issues occurring at the school. The SRO and/or the Sheriff shall meet with the Superintendent or other members of the Superintendent's designated leadership team as needed to discuss the status of the Program. Other meetings shall occur as needed to discuss current trends, problems, conflicts, or any areas of concern that might potentially cause disruptions in the schools or in the community. The Superintendent and the

Sheriff shall regularly communicate and meet as needed to evaluate and discuss the services offered by the Program, to evaluate the effectiveness of the Program and to determine whether or not to retain the Program. At any time, an SRO may be dismissed, transferred, or disciplined at the discretion of the Sheriff or pursuant to the County's personnel policy.

2.6.9 SRO shall take all necessary and appropriate action with regard to on campus criminal activity. As soon as practicable, the SRO will notify the Sheriff or designee and the school principal of events and actions taken in this capacity; At the principal's request, the SRO may take appropriate action against intruders and unwanted guests who appear at the school or school functions, to the extent the SRO may do so under State and Federal law. In the event a disagreement arises between the school principal and the SRO as to the proper course of action, the Superintendent, the Sheriff and his / her designee shall be contacted immediately so that an appropriate resolution can be reached as quickly as possible;

2.6.10 If the circumstances dictate that an SRO must request additional law enforcement assistance while on campus, the Sheriff and his / her designee shall be notified immediately, and the building principal and Superintendent will be notified as soon as practicable;

2.6.11 Where appropriate, the SRO and other personnel of the County Sheriff's Department shall cooperate with the school principal and Superintendent in dealing with student discipline and personnel matters. Along with the County Sheriff's Department, SRO shall be responsible for investigating all crimes committed on school property at all times regardless of whether school is in session or not;

2.6.12 Where deemed necessary, SRO shall be made available to provide assistance to other police officers and deputy sheriffs in matters relating to their school assignment or relating to students outside of the school environment. The SRO may be requested and allowed to assist in on-campus investigations

related to runaways, abuse or other similar crimes involving students of the District.

2.6.13 SRO shall maintain detailed records and reports on all operations of the Program. These reports shall be made available to school principal, the Superintendent, the School Board, the Sheriff, and/or his/her designee to the extent allowed by law;

2.6.14 SRO shall not act as the school's primary disciplinary force and shall defer to school administration on all decisions related to the imposition of school discipline on students.

2.7 The SRO assigned to the school shall be mutually agreed upon between the Superintendent and the Sheriff.

2.8 No SRO shall be assigned to work during times when school is not in session except upon the request of the Superintendent.

3. Duties and Responsibilities of the School District

3.1 The School District shall be responsible for paying 50 percent of all actual expenditures. For purposes of this Agreement, the term "all actual expenditures" shall include personnel costs and all other costs necessary to meet the obligations of this contract. In no event shall the School District be obligated to the County for amounts in excess of 50 percent of all actual expenditures, unless such amount is agreed to in writing by the parties. This agreement is based upon an estimated 40 hour work week. Organized, after hour, sporting events shall require the school district to employ off duty law enforcement personnel to perform security functions. This will be coordinated through the School District and the sheriff or his/her designee.

3.2 The parties hereto agree to pursue any and all grants and alternative funding sources which may be available to assist with the funding of the Program.

3.3 The School District shall provide an appropriate workspace in the school for SRO which shall include the following:

3.3.1 Access to an air-conditioned and properly lit area, which shall contain a telephone available for use by the SRO for business purposes;

3.3.2 A designated location for files and records that can be properly locked and secured and to which the SRO shall have access during all regular school hours;

3.3.3 A standard office desk with drawers, a desk chair, filing cabinet, standard office supplies, and access to a school-provided computer to be used for the purpose of creating official reports.

4. **Standard Operating Procedures.** The parties shall abide by and participate in the exercise of the terms of this agreement in accordance with the standard operating procedures, as amended from time to time, set out on Exhibit "A" attached hereto and made a part hereof.

5. **Dispute Resolution** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties hereto shall endeavor to resolve claims, disputes, and other matters in question between them by mediation unless the parties mutually agree otherwise. Request for mediation shall be filed in writing with the other party to this Agreement. The mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Dawson County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6. Notices.

6.1 Any notice required under this Agreement may be personally delivered or mailed in the United States mail, first-class postage prepaid to the party to be served at the following addresses:

County: Dawson County Sheriff
Attn Billy Carlisle, County Sheriff
19 Tucker Ave
Dawsonville, GA 30534

County: Dawson County Commission Chairperson
Attn Mike Berg, Chairman of the Board of Commissioners
25 Justice Way, Ste 2313
Dawsonville, GA 30534

With Copy to: Dawson County Attorney
Attn Joey Homans
272 Highway 9 South
PO Box 477
Dawsonville, GA 30534

School District: Dawson County School District
Attn Dr. Damon Gibbs, Superintendent
28 Main Street
Dawsonville, Georgia 30534

With Copy to: Cory O. Kirby, Esq.
340 Jesse Jewell Parkway
Wells Fargo Center, Suite 750
Gainesville, Georgia 30501

6.2 Notices personally served shall be deemed served on the date of delivery. Unless otherwise provided herein, notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Georgia, otherwise in the date which is two business days following the date of mailing. Any party hereto may change the address to which notice shall be sent by sending written notice to the other parties hereto.

7. **Miscellaneous Provisions.** The parties hereto agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen questions or difficulties will be resolved between the Sheriff and the Superintendent or their designees. Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no party may assign, delegate, or otherwise transfer any of its rights or obligations hereunder, except as provided herein, without the consent of each other party hereto, which consent shall not be unreasonably withheld. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia. This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities of any nature whatsoever. If any one or more of the provisions or parts of a provision contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such determination of invalidity illegality, or unenforceability shall not affect any other provision or part of a provision, but this Agreement shall be reformed and construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set out below, effective the dates and year first above written.

DAWSON COUNTY

9/20/16
Date

By Cabinet
By: _____

Chairperson

Attest: _____, County Commission

DAWSON COUNTY SCHOOL DISTRICT

9/12/16
Date

Elaine Wilson
By: _____

Attest: Dr. Damon Gibbs
Superintendent

Approved: _____
_____, Sheriff

EXHIBIT "A"

SCHOOL RESOURCE OFFICER / LAW ENFORCEMENT / SCHOOL STAFF PROCEDURE AND GUIDELINES

The purpose of this administrative procedure is to provide procedure and guidelines for the conduct of SRO and other law enforcement authorities in the school and School System Staff and Administration and their interaction with SRO and other law enforcement. These are guidelines only and may and should be adjusted within reasonable and lawful limits on a case-by-case basis.

A. General Expectations Concerning the Roles of School Personnel and SRO

1. SRO shall comply with all applicable federal and state laws, School Board policies and procedures, school rules and County Sheriff's Department rules in carrying out their duties and responsibilities.
2. School administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. SRO who observes violations of policies and/or rules may intervene with students to stop the behavior and shall immediately report violations to appropriate administrators.
3. School administrators and staff may consult with and request assistance from SRO in addressing student violations of policies and rules as they deem appropriate. This does not contemplate that SRO shall become the school disciplinarian for the regular school disciplinary process, which responsibility and authority for said process shall remain with the school system administration and staff.
4. School administrators and staff will immediately notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activity (such as weapons, drugs or alcohol).
5. School administrators may request the assistance of SRO in enforcing Board policies, school rules and federal/state laws with visitors and intruders on school property.
6. Unless there is a health or safety emergency or an SRO otherwise reasonably deems immediate action is warranted, SRO shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school grounds.
7. SRO shall maintain the same standards of professional conduct in his/her dealings with administration, staff, students, parents and community members.

B. Investigations, Questioning and Searches of Students for School-Related Purposes

1. Some types of student conduct that are forbidden by school rules, such as assaults, bomb threats, weapons possession and drug offenses, are also punishable by criminal law. When a particular act is both a violation of school rules and a crime, the school disciplinary investigation by school administrators and the criminal investigation by the police and district attorney will often operate simultaneously. The criminal investigation shall take priority and School administrators shall cooperate with SRO and law enforcement in their investigations.
2. Evidence of violation of state/federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by FERPA or any other applicable law.
3. When practical, investigations, questioning and searches of students for school-related conduct that may violate both school rules and state or federal law will be conducted jointly by a school administrator and the SRO.
4. Since police investigative reports and police-obtained witness statements may not always be available to school administrators, the school staff and administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.

C. Investigations, Questioning and Searches of Students for Non-School-Related Purposes

1. SRO and other law enforcement authorities are discouraged from using the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.
2. Exceptions will be made in the event of an emergency endangering student or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities.
3. The SRO (or other law enforcement official if applicable) is responsible for ensuring that the student is informed of his/her rights prior to questioning or a search in appropriate cases.

D. Arrests of Students at School

1. SRO and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.

2. Exceptions to the above will be made in the event of an emergency endangering student and/or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. When practical, the police should contact the school administrator before making an arrest in school.

3. If the SRO anticipates possible criminal charges, he/she should follow applicable laws and sheriff's office policies concerning questioning and searches of juvenile suspects (if the student is under 18) or adult suspects (if the student is 18 or older).

4. A student may be removed from school by an SRO or other law enforcement official when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. The school administrator shall make every attempt to notify the student's parent/guardian as soon as possible of the student's removal from school.

E. Confidentiality of Student Information and Records

1. Confidential information, protected by the State and Federal Law, including student records, shall not be disclosed except as otherwise required by law;

2. School administrators may release personally identifiable student information contained in education records to SRO and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.

3. In appropriate cases, the SRO may be considered to be school official with legitimate educational interests in reviewing educational records in order to perform his/her professional responsibilities. Access to educational records will be provided with permission of the superintendent or principal as determined on a case by case basis.

4. SRO shall maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and school rules.

Backup material for agenda item:

3. Presentation of Senior Center Quilt Raffle Approval - Senior Services Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Senior Center Quilt Raffle Approval

Background Information:

Senior Center raffles off a homemade quilt each year to raise funds for Christmas presents for Senior Clients.

Current Information:

Quilt has been made and is on display at the center. Upon approval of raffle by BOC, Senior Center Staff and Clients will sell raffle tickets and winning ticket will be drawn in December. Approved raffle application is attached from Sheriff's Office.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 9-14-2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY SHERIFF'S OFFICE
RAFFLE LICENSE

THIS IS TO CERTIFY THAT

Organization

Dawson County Senior Center

The bearer of this license has met the requirements stated in
Georgia Code 16-12-22.1 to operate raffles.

Licensee: Dawn Pruett, Director

Address 201 Recreation Road, Dawsonville, Ga. 30534

LICENSE EXPIRES DECEMBER 31



Billy Carlisle, Sheriff of Dawson County

9-12-2016

Issued

Backup material for agenda item:

4. Presentation of FY17 Deanna Specialty Transportation, Inc. Contract - Senior Services
Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes No

Agenda Item Title: Approval of FY17 Deanna Specialty Transportation, Inc.

Background Information:

Deanna Specialty Transportation, Inc. is the subcontractor for DHS Senior Transit Rides. They reimburse the county for all senior rides provided by Dawson County Transit and Dawson County Senior Center.

Current Information:

The rate of reimbursement for each ride remains the same at \$6.50 per trip.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10-06-2016

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

MEMORANDUM OF UNDERSTANDING
for DHS Coordinated Transportation Services

MEMORANDUM OF UNDERSTANDING BETWEEN:

The Dawson County Transit, Dawson County; hereinafter referred to as Contractor; and the Deanna Specialty Transportation, Inc.; hereinafter referred to as the DST, agree:

This Memorandum of Understanding has an effective beginning date of the 1st day of October, 2016 shall terminate on the 30th day of June, 2017 unless terminated earlier under other provisions of this Memorandum of Understanding.

WITNESSETH:

WHEREAS, the DST has a need for, and desires to purchase transportation services for eligible DHS consumers as needed.

AND

WHEREAS, the Contractor has represented to the DST it is available to provide transportation services for the described population

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

A. BOTH parties agree:

1. The DST will purchase the eligible transportation services.

2. Authorized DHS Human Service Providers will notify the Regional Transportation Office, Region 2 which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Information will be updated on TRIP\$ as needed and reported to the Regional Transportation Office, Region 2 per the GADHS policies.

3. The Contractor will invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the **eight** of the month following the activity.

4. The DST agrees to reimburse Contractor for eligible transportation services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

Service and Payment

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from October 1, 2016 through June 30, 2017 unless terminated earlier in accordance with this agreement.

3. Services To Be Provided:

Contractor shall deliver transportation services to individuals registered with the Regional Transportation Office, TRIP\$ in accordance to regulations administered by the Georgia Department of Human Services. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render

said services the hours required by the site(s) served and per the GADHS policies and procedures.

Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

Contractor agrees to provide the DST certification/proof of workers' compensation insurance coverage on all Contractor's employees.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including clients rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Invoicing:

Contractor shall provide the DST with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the eighth day of the month following the activity.

6. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

Responsibilities

Information:

The Contractor agrees to make vehicles, vehicle files, and drive files available for DHS site visits. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator submitted with the monthly invoice.

Monitoring and Inspection

The DST and Regional Transportation Office/DHS will review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and inspect vehicles. Contractor will cooperate with The DST and Regional Transportation Office/DHS in making these and other documents and vehicles available.

Payment:

The DST agrees to remit payment for approved transportation services rendered by Contractor when reimbursement is received from the Georgia Department of Human Services Contractor.

Fee Schedule:

Each trip will be billed at the following rates: Aging \$6.50 per trip; Hourly \$35.00; Field Trip Daily \$200.

Amendments

5. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

2. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

3. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

4. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

5. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements.

In consideration of the mutual promises, covenants and the payment terms set forth in this page and the attached contract, the DST agrees it shall purchase transportation services in accordance with the terms and conditions of this contract.

Agreed and entered into this 22nd day of September, 2016.

Dawson County Transit, Dawson County
Authorized Signature

Date

Title

Deanna Specialty Transportation, Inc.

Date

Chief Executive Officer
Title

Backup material for agenda item:

5. Presentation of FTA/GDOT FY17 5311 Operating/Capital Contract - Senior Services
Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Transit

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Approval of FTA/GDOT FY17 5311 Operating/Capital Contract

Background Information:

FY17 Operating/Capital Budget was approved on November 19, 2015. 5311 program is a 50/50 percent match for operating and 90/10 percent for capital. Difference in approved capital budget from contract is \$82.47 (10% county match) due to change in vendor for new bus.

Current Information:

Contract continues the 50% match from Federal and State Funding in the amount of \$107,654.00 for Operating and 90% in the amount of \$40,502.70 for Capital.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5540	various				

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

September 14, 2016

Mrs. Dawn Pruett
Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534

In Re: FTA FY17 5311 Operating/Capital
PID - T005878
Contract Amount - \$148,156.70

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) contracts for the FTA FY17 5311 Operating/Capital Program. The project contains 50% operating federal funds in the amount of \$107,654.00. There is a local match of 50% in the amount of \$107,655.00. The project also contains 80% capital federal funds in the amount of \$36,002.40 with 10% state funds of \$4,500.30, and a local match of 10% in the amount of \$4,500.30.

Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.


Please remit a check in the amount of \$4,500.30 payable to the Georgia Department of Transportation which represents the county's 10% local share for the vehicle purchase only. These funds will be used to assist with the purchase of capital assets on your behalf under statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Return the contracts and the check to:

Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Specialist at (770) 531-5738.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:tkb
Enclosures

AGREEMENT
FOR
TRANSIT OPERATING AND CAPITAL ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

PROJECT ID NUMBER: T005878

THIS AGREEMENT made and entered into this _____, _____ by
and between the DEPARTMENT OF TRANSPORTATION and _____ of Georgia,
hereinafter called the "DEPARTMENT", and DAWSON COUNTY hereinafter called the
"SPONSOR".

DO NOT
DATE

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating and capital assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking;

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I
SCOPE AND PROCEDURE

Grants made under this agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in the SPONSOR's Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

(A) Operating Assistance

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the DAWSON COUNTY area, the terms and conditions of said funding as agreed to in the PROJECT APPLICATION.

- (a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the DAWSON COUNTY area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement. However, the SPONSOR may provide in-kind services for any or all of its share of the operating costs.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under

Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.

- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT's established procedure.
- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Circular A-87, FTA Circular 9040.IB relating to private sector participation guidelines, and those applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

(B) Capital Acquisitions

(a) Acquisition of Vehicles and Equipment

1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process the following item(s):

One (1) Shuttle Van w/ lift

2. Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said equipment to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.

3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:

N/A

Prior to the purchase of this equipment, the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.

- (b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the

DEPARTMENT as first lienholder on the Title Certificate for the duration of the life of the equipment.

- (c) During the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. To effectively fulfill this responsibility, the SPONSOR will designate an individual to be general manager of the system and shall notify the DEPARTMENT in writing of this designation. The SPONSOR agrees to be responsible for all operating costs of the system.
- (d) During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT equipment; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT equipment is used in a manner or for a purpose other than mass transportation.
- (e) During the period of contract performance, the SPONSOR shall maintain the PROJECT equipment at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- (f) The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- (g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with liability insurance in an amount not less than \$500,000 bodily injury per person, \$700,000 all bodily injuries, and \$50,000 property damage.
- (h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another

transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- (i) The SPONSOR shall not permit the use of the PROJECT equipment for partisan political purposes.
- (j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

ARTICLE II COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE III EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Contract, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV PROHIBITED INTEREST

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE V
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Comptroller General of the United States Department of Transportation may at all reasonable times inspect all vehicles and equipment purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

The SPONSOR shall also permit the authorized representatives to audit the books, records, and accounts of the SPONSOR pertaining to the PROJECT.

ARTICLE VI
AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for Operating Assistance commencing upon the beginning of the operating period, and continuing until the end of the operating period as denoted on the Exhibit A1, Budget. The Capital Improvements and the purchase of improvements provided under the terms of this Agreement shall be completed as defined in the EXHIBIT A2 and A3, Budget. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in EXHIBIT A 1-3 for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII.

ARTICLE VII
RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits,

claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

ARTICLE VIII COMPENSATION

(A) Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.1E, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00), which includes the administrative and operating costs, as established in EXHIBIT A1.
- (2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning 07/01/2016 and ending 6/30/2017, as reflected in the final audit, is less than ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

(B) Capital Acquisitions

(1) It is understood and agreed that the total estimated eligible net Capital project cost is FORTY-FIVE THOUSAND THREE and 00/100 Dollars (\$45,003.00), as shown, if any, in EXHIBIT A2 and A3, Capital Budget, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT, prior to the purchase of said equipment, FOUR THOUSAND FIVE HUNDRED and 30/100 Dollars (\$4,500.03), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FORTY THOUSAND FIVE HUNDRED TWO and 70/100 Dollars (\$40,502.70), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

(2) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of is FORTY THOUSAND FIVE HUNDRED TWO and 70/100 Dollars (\$40,502.70). However, if the sum total of the actual cost in acquiring the improvements shall be less than is FORTY-FIVE THOUSAND THREE and 00/100 Dollars (\$45,003.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

(C) The DEPARTMENT'S maximum obligation, \$148,156.70, as set forth above is funded by the FTA. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the project, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

ARTICLE IX
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE X
SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

ARTICLE XI
PAYMENTS

A. PARTIAL PAYMENT. The SPONSOR shall submit to the DEPARTMENT monthly statements of the Operating and Capital costs applicable to this agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payments will be made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the voucher and which is specifically set for in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII, Compensation, covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT AND PROJECT CLOSEOUT:

1. If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after the contract expiration date, the DEPARTMENT may at its discretion consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final statement by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.
2. IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT, if applicable, an audited financial statement reflecting all eligible costs incurred for the SPONSOR'S public transportation services.
3. The audit shall be performed by an independent auditor or audit firm and shall conform to OMB CIRCULAR A-133. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services and acquisition of Capital items for the period July 1, 2016 to June 30, 2017 and acquisition of Capital items shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime Contract.

ARTICLE XIV
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia. The DEPARTMENT reserves the right to terminate the Contract at any time for just cause upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE XV
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XVI
COMPLIANCE WITH APPLICABLE LAWS

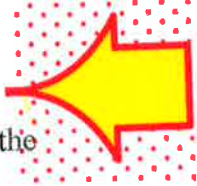
- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, and GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, 23 U.S.C.A. – 402 note, <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/html/E9-24203.htm> and DOT Order 3902.10 Text Messaging December 30, 2009 located at http://www.dot.gov/sites/dot.dev/files/doc/FAPL_2010-01.pdf incorporated by reference and a made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply and require its subcontractors to comply with the applicable requirements of the Americans with Disabilities Act.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit

Administration, Master Agreement, located at www.fta.dot.gov/documents/22-Master.pdf, or the most recent version thereof, incorporated by reference and made a part of this Agreement as if fully set out herein.

- H. The SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- I. The SPONSOR shall comply and require its consultants to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.
- J. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

ATTEST:

Treasurer

DAWSON COUNTY:

BY: _____ (SEAL)
Title: _____

IN THE PRESENCE OF:

Witness

Sworn and subscribed before me this _____ day of _____, 20____, in the presence of _____ :

Notary Public (SEAL)

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

Please affix Seal

EXHIBIT A1
FY17 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2016-June 30, 2017
DAWSON COUNTY
Project ID Number - T005878

Item	Description	SCOPE	FTA ALI CODE	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Rural Transit Administrative and Operating Cost	300-A1	30.09.01	\$215,309.00	\$107,654.00		\$107,655.00
	Total Cost			\$215,309.00	\$107,654.00	\$0.00	\$107,655.00

Funding Distribution

Federal (50%)	\$107,654.00
State (0%)	\$0.00
Local (50%)	\$107,655.00
Total Estimated Operating Cost	\$215,309.00

Fund Sources

216FA
n/a
49001

PID Number - T005878

FTA Grant Number: GA-2016-006-00

FTA Project: GA-2016-006-01-00

FTA PO: GA-18-X034

CFDA: 20.509

DUNS#039486055

EXHIBIT A2
FY17 Capital Vehicle Purchases
FTA 5311 Rural Transit Vehicles
Period of Eligible Expenses - July 1, 2016 - June 30, 2017
DAWSON COUNTY

Item	Description	SCOPE	FTA ALI #	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	Shuttle Van w/lift	111-A2	11.12.03	1	\$45,003.00	\$45,003.00	\$36,002.40	\$4,500.30	\$4,500.30
0	n/a		X.XX	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Capital Cost						\$45,003.00	\$36,002.40	\$4,500.30	\$4,500.30

Funding Distribution:		Fund Sources	
Federal (80%)	\$36,002.40	216FA	
State (10%)	\$4,500.30	01174	
Local (10%) Deposited at GDOT	\$4,500.30	40853	
Total Project Cost	\$45,003.00		

PID Number - T005878
FTA Grant Number: GA-2016-006-00
FTA Project: GA-2016-006-01-00
FTA PO: GA-18-X034
CFDA: 20.509
DUNS#039486055

EXHIBIT A3
Capital Purchases Other Than Vehicles
FY17 FTA 5311 Rural Transit Program
July 1, 2016 - June 30, 2017
DAWSON COUNTY
Project ID Number - T005878

Item	Description	FTA ALI CODE	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
	n/a	n/a	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	n/a	n/a	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Other Capital				\$0.00	\$0.00	\$0.00	\$0.00

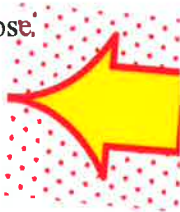
Funding Distribution		Fund Sources
Federal (80%)	\$0.00	216FA
State (10%)	\$0.00	01174
Local (10%)	\$0.00	40853
Total Project Cost	\$0.00	

PID Number - T005878
FTA Grant Number: GA-2016-006-00

FTA Project: GA-2016-006-01-00
FTA PO: GA-18-X034
CFDA: 20.509
DUNS#039486055

EXHIBIT B
CERTIFICATION OF SPONSOR
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____, and it is also certified that:



The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____ Date

_____ Signature

EXHIBIT C

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



Date

Signature

APPENDIX A

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm _____ whose address is _____ I hereby certify to the best of my knowledge and belief that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):



I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

APPENDIX B

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX C

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

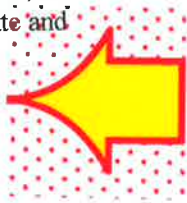
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature (SEAL)



Please affix Seal

Instructions for Appendix C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX D

**LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

_____ (SEAL)
Signature

Please affix
Seal



Instructions for Appendix D Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

Backup material for agenda item:

6. Presentation of Request for FTA/GDOT FY16 and FY17 Capital Funding during Dawson County FY16 Budget - Senior Services Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Transit

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Request for FTA/GDOT FY16 & FY17 Capital Funding during Dawson County FY16 Budget

Background Information:

FTA/GDOT budgets run from July –June. Dawson County replaces one bus per calendar year and has a \$5,000 capital budget for this expense. FY16 was \$4,417.80 plus an additional \$82.50 for a total of \$4,500.30. The additional amount was because a change in price due to a change in the vendor for the bus. FY17 is the same at \$4,500.30.

Current Information:

GDOT has requested funding for both capital projects (one bus per calendar year) for FY16 and FY17 during the FY16 county calendar year.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5542	571000	\$5,000.00	\$499.70	\$5,000.00	

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Niekirk

Date: 10-4-2016

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

67

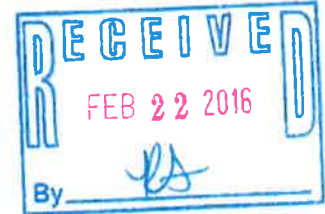
Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

February 17, 2016



Mrs. Dawn Pruett, Director
Dawson County
25 Justice Way, Ste-2313
Dawsonville, GA 30534

In Re: FTA FY16 5311 Capital SA #1
PID – T005505
SA Amount - \$132,747.00

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) supplemental agreements for the FTA FY16 5311 Capital Program. The project contains 80% federal funds in the amount of \$35,342.40, with 10% state funds of \$4,417.80, and a local match of 10% in the amount of \$4,417.80.


Please have all three supplemental agreements signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Please remit a check in the amount of \$4,417.80 payable to the Georgia Department of Transportation which represents the county's 10% local share. These funds will be used to assist with the purchase of capital assets on your behalf under statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Return the supplementals and the check to: Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Coordinator, at (706) 969-3408.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:tkb
Enclosures

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

August 26, 2016

Mrs. Dawn Pruett, Transit Director
Dawson County
25 Justice Way Suite 2313
Dawsonville, GA 30534

In Re: FTA 5311 – FY16 Capital
Project Number – T005505
Supplemental Agreement #2 Amount- \$40,502.70

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) supplemental agreements for the FTA FY16 5311 Capital Program. This supplemental agreement is to reflect the new vehicle cost related to our change in vehicle vendor. The project contains 80% federal funds in the amount of \$36,002.40, with 10% state funds of \$4,500.30, and a local match of 10% in the amount of \$4,500.30.

Please have all three supplemental agreements signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.


We received your capital check of \$4,417.80 on 3/28/2016. **Please remit a check in the amount of \$82.50 payable to the Georgia Department of Transportation which represents the county's additional 10% local share.** These funds will be used to assist with the purchase of capital assets on your behalf under our statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Please return the supplemental agreements and the check to:

Georgia Department of Transportation
Division of Intermodal – Toshiro Butler
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Specialist, at (770) 531-5738.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:trf
Enclosures

Backup material for agenda item:

7. Presentation of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services - Fleet Administrator Shannon Harben

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet Administration

Work Session: 10/13/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 10/20/2016

Presenter: Shannon Harben, Fleet Administrator

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services
Background Information:

This is a standard service contract bid every three (3) years. The current contract has exhausted all renewals and will expire December 31, 2016. CC Walls Garage, Inc. is the current provider and all vendor evaluations have been positive.

Current Information:

One (1) bid was received by CC Walls Garage, Inc. The vendor turned in a complete bid and meets all qualifications and requirements. Pricing remained the same since 2013 bid. Staff recommends this vendor.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
615	4910	531590	FY2017 Proposed: \$198,339.00 FY2016:			

Recommendation/Motion: Staff respectfully requests the Board to award bid #282-16 RFP Heavy Truck Maintenance & Repair to the most responsive, responsible bidder CC Walls Garage, Inc., from Cumming, GA, and approve the contract as submitted.

Department Head Authorization: David McKee, Public Works Director

Date: 10/04/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/2016

County Manager Authorization: Dave Headley

Date: 10/06/2016

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. Presentation and contract are attached.

#282-16 RFP Heavy Truck Maintenance & Repair Services

WORK SESSION OCTOBER 13, 2016



Background

- ▶ Standard service contract for work on heavy truck/equipment that cannot be performed in-house at Fleet
- ▶ Contract is on an as-needed/on-call basis
- ▶ Contract pricing by year:
 - ▶ FY2014 - \$86,212
 - ▶ FY2015 - \$47,588
 - ▶ FY2016 - \$40,607 (YTD)
- ▶ Current contract with CC Walls Garage, Inc. has exhausted all renewals and will expire December 31, 2016
- ▶ All vendor evaluations have been positive

Scope of Work

- ▶ Contractor to provide all labor, materials, tools, shop and equipment to complete scope of work
- ▶ Must have 5 years experience in heavy truck maintenance and repair with certifications
- ▶ Vendor must be able to repair complete braking systems (air and hydraulic), suspension systems, computer/electronics diagnostic trouble shooting, basic engine repairs, complete engine rebuilds or replacement as deemed necessary, intake system repairs, turbo/intercooler/EGR repairs/replacement, cooling system repairs, be able to make transmission repairs or replacement as needed, clutch replacement, complete drivetrain repair, complete steering system repair, shifter repair, driveline/rear axle/power divider repair replacement, hydraulic cylinder/ hydraulic repairs, electrical/lighting system repairs, coupling/5th wheel repair/replacement, and other items as deemed necessary.

Heavy Truck Inventory

Dump Trucks	2007 International 76, CAT Engine 1999-2000 Mack RD688, Mack Engine	Semi-Trucks	1999 Mack CH 614, Mack Engine 2013 Caterpillar CT660, Mann Engine
Medium Duty Trucks	1999 Freightliner FL60, CAT Engine 1997 Ford F700 2005 Ford F750 2008 Ford F550 2016 Dodge 5500HD	Ambulances	1999-2007 Ford F-450's and F-550's 2014 Dodge 5500HD's
Fire Trucks	2015 Pierce Contender 2011 Pierce Contender's 2009 Peter Built PB 340 2000 Spartan E-One Eagle 2000 Ford F-750 1999 Spartan Fire Truck's 1998 Chevy C6500's 1993 International 4800 1987 Ford 8000 Custom Cab 1985 GMC 7000	Semi/Large Trailers	SpecTec Walking Floor Refuse Trailer Travis Walking Floor Refuse Trailer East Walking Floor Refuse Trailer Other flatbed trailers to haul equipment
		Miscellaneous Vehicles	2000 Blue Bird Bus

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 Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ Notified local vendors
- ▶ **1 bid received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Criteria – Heavy Equipment

Company	Total Points	CC Walls Garage, Inc.
Company Background & Staff	20	19.5
Similar Work Experience	25	25
References	15	15
Warranty	10	9.5
Price Proposal	30	30
Total	100	99

Pricing – Heavy Equipment

Item	CC Walls Garage, Inc.
Hourly Rate – Normal Business Hours	\$65.00
Hourly Rate – Emergency Service Calls (Weekend/Holidays)	\$75.00
Percentage Markup on Parts (with proof of purchase)	20%
Warranty	Labor – NA Parts – 1 year unless stated otherwise by manufacturer
Towing/Hauling Charges	Will call Jackson Towing
Distance to Dawson County	½ miles
Response Time – Normal Business Hours	30 minutes – 1 hour
Response Time – Normal Business Hours - URGENT	Immediately – 15 minutes
Response Time – Emergency Calls	15 minutes – 30 minutes
Certified Diesel & Heavy Truck Technician on Staff	Yes
EVT Certification (not mandatory)	No
Own majority of tools needed to complete SOW	Yes

Recommendation

Staff respectfully requests the Board to award bid #282-16 RFP Heavy Truck Maintenance & Repair to the most responsive, responsible bidder CC Walls Garage, Inc., from Cumming, GA, and approve the contract as submitted.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2017
Contract End Date: December 31, 2017
Contract Name: Heavy Truck Maintenance & Repair Services
Vendor Name: CC Walls Garage, Inc.
Address: 6685 Dahlonega Highway
Cumming, GA 30028
Telephone No.: 770-887-3696
Contact Person: Jay E Walls, President
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 20th day of October, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and CC Walls Garage, Inc., a Georgia corporation (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. **#282-16 RFP Heavy Truck Maintenance & Repair Services** and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Scope of Services

Contractor shall furnish the services in accord with: the Request for Proposals and the addenda issued for the Request for Proposals set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

2. Term of Agreement

This Agreement shall commence on the 1st day of January, 2017 and shall terminate on December 31, 2017 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. **Multi-Year Contract**

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 under the Bidder's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #282-16 RFP Heavy Truck Maintenance & Repair Services. 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 under the Bidder's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #282-16 RFP Heavy Truck Maintenance & Repair Services. Title to any supplies, materials, Truck, or other personal property shall remain in the Contractor until fully paid for by the County.

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.

4. **Payment**

Compensation to the Contractor shall be as set forth in the Request for Proposals, any addenda issued for the Invitation for Bids, and the Contractor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the County that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the County, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the County. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the County.

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person

caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

8. Change Order

Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

9. Confidential Information

While performing services for the County, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data,

maps, or other materials prepared in accord with the terms of this Contract and Agreement.

10. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: Mike Berg
Title: Chairman

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: Danielle Yarbrough
Title: County Clerk

By: _____
Name: _____
Title: _____



**282-16 RFP HEAVY TRUCK MAINTENANCE & REPAIR SERVICES
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: C. C. Walls Garage, Inc.

Provide all materials, equipment and labor for **Heavy Truck Repair & Maintenance** under an annual contract at **Company Name:** C. C. Walls Garage, Inc.

Pricing:			
A	During NORMAL business hours	Hourly Rate: \$ 65.00	Travel time service charge: \$ 0.00
B	EMERGENCY Service Call – includes weekends and holidays	Hourly Rate: \$ 75.00	Travel time service charge: \$ 0.00
C	Percentage markup on parts with proof of markup	20 %	
D	Towing/hauling charge to vendor location Sub-Contract to Jackson Towing	\$	
Qualifications:			
E	Certified Diesel & Heavy Truck technician on staff? (provide copy with RFP)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	EVT certified technician on staff? (NOT MANDATORY - provide copy with RFP)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Distance in miles to Dawson County:	one half mile (1/2)	
	Own the majority of necessary tools and equipment to complete SOW?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Are you equipped for moving/hauling heavy trucks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Warranty of labor and parts: • Labor: _____ • Parts: <u>One year unless stated otherwise by part manufacturer or supplier.</u>		
Response Times			
F	Response time during NORMAL business hours:	30 minutes to one hour	
	Response time for URGENT calls during normal business hours:	Immediately to 15 minutes	
	Response time for EMERGENCY calls outside normal business hours:	15 to 30 minutes	
	24-Hour Emergency Contact Information: 140 Reece Rd, Dawsonville Ga - 678-776-5915		
Turnaround Time			706-265-3893
G	Turnaround time on STANDARD repairs (estimated):	Dependent upon the repair	

J. E. Walls
Authorized Representative (Signature)

September 7, 2016
Date

Jay E. Walls President, CEO & General Manager
Authorized Representative/Title
(Print or Type)

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

Backup material for agenda item:

8. Presentation of Bid #283-16 Dodge Vehicles for Dawson County Government -
Purchasing Director Davida Simpson

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works & DCES

Work Session: 10/13/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 10/20/2016

Presenter: Davida Simpson, Purchasing Director

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #283-16 IFB Dodge Vehicles for Dawson County Government

Background Information:

Of the vehicles that met or exceeded the County's Vehicle Replacement Policy, five (5) vehicles were approved for replacement in 2016. All vehicles were approved in 2016 Budget. Of the five (5) vehicles to be replaced, two (2) have yet to be replaced due to bidders failing to submit responsive bids. The Roads Department requested a 5500 Ram (chassis only) and DCES requested a 2500 Ram Cargo Van. All requests were based of the individual needs of each department in order to complete daily duties.

Current Information:

Two (2) bids were received. Ginn Commercial was the lowest, most responsive, responsive bidder. Vehicles meet the requested specifications.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
350	4220	542200	\$150,000.00	\$71,618.00	\$71,618.00	\$0.00
324	4220	542200			\$3,168.00	

Recommendation/Motion: Staff respectfully requests the Board to award #283-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Ginn Commercial from Covington, GA, for the purchase of two (2) Dodge vehicles in the amount of \$74,786.00. The \$71,618.00 to be paid the Capital Projects Funds and \$3,168.00 to come from SPLOST VI which is an approved expenditure for a Public Works vehicles and equipment.

Department Head Authorization: David McKee, Public Works

Date: 10/04/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/2016

County Manager Authorization: Dave Headley

Date: 10/06/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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

Dodge Vehicles for Dawson County Government Bid #283-16 IFB

WORK SESSION OCTOBER 13, 2016



Background

- ▶ 5 Vehicles were identified as meeting or exceeding the Vehicle Replacement Policy in 2015
 - ▶ Vehicle Replacement Policy: Over 175,000 miles and/or over 10 years old
 - ▶ 3 Vehicles have already been replaced
 - ▶ 2 Vehicles were bid non-responsively – Roads Department & DCES
- ▶ Approved for replacement in the 2016 Budget
 - ▶ Total budget \$150,000 for Capital Projects Fund
 - ▶ \$71,618.00 remaining
 - ▶ Any overages to come from department's budget

Vehicle List

Department	Replacing	Current Mileage	New Vehicle	Reason for Upgrade if Applicable
DCES	2007 Ford Expedition	194,480	2016 Dodge Cargo Van	Need to transport equipment to 7 stations, perform small repairs in back and to haul heavy equipment and pull trailers if needed.
Roads Department	2007 Chevrolet 2500 Truck	214,450	2016 Dodge 5500, Chassis only in bid, Box to be purchased separately	Larger truck is needed to haul trailers and equipment.

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 Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **2 bids received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Lanier Swafford, Chief DCES
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing - Dodge

Company	5500 Ram for Roads Department	2500 Cargo Van for DCES	Delivery Time
Ginn Commercial	\$46,339.00	\$28,447.00	8-10 weeks
Jacky Jones Ford	\$46,700.00	\$29,200.00	Vendor reported TBD

Recommendation

Staff respectfully requests the Board to award #283-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Ginn Commercial from Covington, GA, for the purchase of two (2) Dodge vehicles in the amount of \$74,786.00. The \$71,618.00 to be paid the Capital Projects Funds and \$3,168.00 to come from SPLOST VI which is an approved expenditure for a Public Works vehicles and equipment.



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 3**

Company Name: Ginn Chrysler Jeep Dodge LLC

Bidder's Price Proposal Forms will include pages 22-24 based on specifications in bid.

Please place a check beside each vehicle included in your bid. Any item(s) not bid should be marked "No Bid" on the response forms provided. Any and all item(s) left blank will be considered a no bid for that item. If submitting multiple bids for one vehicle, indicate multiple bid options on the top of each page. Note: All pricing MUST be completed and listed on forms provided. Additional support documentation (not quotes) may be attached for reference.

- 1. Vehicle #1 – Roads Department Ram 5500
- 3. Vehicle #2 – DCES 2500 Cargo Van

Do you accept Net 30 terms? Yes No

If no, payment terms requested: 20 DAYS if possible

Marion D. Shearill
Authorized Representative (Signature)

8/30/2016
Date

Marion D. Shearill / Government Sales Manager
Authorized Representative/Title
(Print or Type)

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



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 2 OF 3**

Company Name: Sunn Chrysler Jeep Dodge LLC

ROAD DEPARTMENT 5500 RAM – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	46,339 ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	46,339 ⁰⁰
DELIVERY TIME		10 TO 14 WEEKS
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY	<input type="radio"/> DOES NOT COMPLY

Marion D. Sheerill
Authorized Representative (Signature)

8/30/16
Date

MARION D. SHEERILL / Government Sales Manager
Authorized Representative/Title
(Print or Type)

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



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 3 OF 3**

Company Name: Ginn Chrysler Jeep Dodge LLC

DCES 2500 CARGO VAN – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	24,870 ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	3,607 ⁰⁰
BASE + ADDITIONAL EQUIPMENT PRICE	\$	28,477 ⁰⁰
TOTAL PRICE	\$	28,477 ⁰⁰
DELIVERY TIME		8 TO 10 WEEKS
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	<u>COMPLY</u>	DOES NOT COMPLY

Marion D. Sherrell
Authorized Representative (Signature)

8/30/16
Date

MARION D. SHERRELL / Government Sales Manager
Authorized Representative/Title
(Print or Type)

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

Backup material for agenda item:

9. Presentation of Safety Coordinator Resolution - Human Resources Director Danielle Yarbrough



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes No

Agenda Item Title: Presentation of Safety Coordinator Resolution

Background Information:

Participation in the Local Government Risk Management Services (LGRMS) Safety Discount Program provides us with a 7.5% discount on Workers' Compensation renewal and 5% for Property and Liability.

Current Information:

HR Specialist Kristi Hudson assumed the Safety Coordinator duties when former Emergency Services Director Billy Thurmond retired.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the Safety Coordinator Resolution as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization:

Date:

County Manager Authorization: Dave Headley

Date: 10/6/2016

/County Attorney Authorization:

Date:

Safety Coordinator Resolution

SAFETY COORDINATOR RESOLUTION

WHEREAS, Dawson County has agreed to establish the position of Safety Coordinator to establish and oversee a safety program to assist with the loss prevention efforts of the county;

WHEREAS, the Safety Coordinator will be responsible for insuring compliance with certain safety rules and regulations that protect the well-being of county employees and the general public;

WHEREAS, the Safety Coordinator will be responsible for:

- Establishing and coordinating safety meetings and self inspections to identify safety related hazards;
- Coordinating and implementing safety rules and training for supervisors and employees and/or making recommendations to management regarding such items;
- Reviewing and/or investigating all employee accidents for causes and making recommendations for improvements and corrections;
- Conducting periodic safety self inspections of all vehicles, buildings, grounds, equipment and machinery, and work practices and conditions to determine potential injury exposures;
- Documenting and maintaining inspection records and implementing any follow up actions; and

WHEREAS, the Safety Coordinator can ensure that qualifications have been met that will enable the county to receive a substantial discount discounts on their insurance costs.

NOW THEREFORE BE IT RESOLVED that the position of Safety Coordinator is established for Dawson County.

RESOLVED this 20th day of October, 2016.

BOARD OF COMMISSIONERS OF
DAWSON COUNTY, GEORGIA
_____, CHAIRMAN

ATTEST:

County Commissioner or Clerk
Adopted: _____

Backup material for agenda item:

10. Presentation of 2017 Holiday and Payroll Calendar - Human Resources Director Danielle Yarbrough



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes No

Agenda Item Title: Presentation of 2017 Dawson County Holiday and Payroll Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2017 Dawson County Holiday & Payroll Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization:

Date:

Comments/Attachments:

2017 Dawson County Holiday & Payroll Calendar

PAYROLL CALENDAR FOR 2017

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/17/2016	12/30/2016	1/6/2017	JANUARY	1
12/31/2016	1/13/2017	1/20/2017		2
1/14/2017	1/27/2017	2/3/2017	FEBRUARY	3
1/28/2017	2/10/2017	2/17/2017		4
2/11/2017	2/24/2017	3/3/2017	MARCH	5
2/25/2017	3/10/2017	3/17/2017		6
3/11/2017	3/24/2017	3/31/2017		7
3/25/2017	4/7/2017	4/14/2017	APRIL	8
4/8/2017	4/21/2017	4/28/2017		9
4/22/2017	5/5/2017	5/12/2017	MAY	10
5/6/2017	5/19/2017	5/26/2017		11
5/20/2017	6/2/2017	6/9/2017	JUNE	12
6/3/2017	6/16/2017	6/23/2017		13
6/17/2017	6/30/2017	7/7/2017	JULY	14
7/1/2017	7/14/2017	7/21/2017		15
7/15/2017	7/28/2017	8/4/2017	AUGUST	16
7/29/2017	8/11/2017	8/18/2017		17
8/12/2017	8/25/2017	9/1/2017		18
8/26/2017	9/8/2017	9/15/2017	SEPTEMBER	19
9/9/2017	9/22/2017	9/29/2017		20
9/23/2017	10/6/2017	10/13/2017	OCTOBER	21
10/7/2017	10/20/2017	10/27/2017		22
10/21/2017	11/3/2017	11/10/2017	NOVEMBER	23
11/4/2017	11/17/2017	11/24/2017		24
11/18/2017	12/1/2017	12/8/2017	DECEMBER	25
12/2/2017	12/15/2017	12/22/2017		26
12/16/2017	12/29/2017	1/5/2018	JANUARY	1

2017 HOLIDAY SCHEDULE

New Year's Day (Observed)	Monday 1/2/2017		Veteran's Day	Friday 11/10/2017
MLK Day	Monday 1/16/2017		Thanksgiving	Thursday 11/23/2017
President's Day	Monday 2/20/2017		Day after Thanksgiving	Friday 11/24/2017
Memorial Day	Monday 5/29/2017		Christmas Eve (Observed)	Friday 12/22/2017
Independence Day	Tuesday 7/4/2017		Christmas Day	Monday 12/25/2017
Labor Day	Monday 9/4/2017			

Floating Holiday (8 Hrs) - may be taken at employee's discretion during the year

No insurance deductions withheld

Date falls on Holiday - Check processing will be adjusted to 11/09/2017

Date falls on Holiday - Check processing will be adjusted to 11/22/2017

Date falls on Holiday - Check processing will be adjusted to 12/21/2017

Backup material for agenda item:

11. Presentation of 2017 Board of Commissioners Meeting Schedule - County Clerk Danielle Yarbrough



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of 2017 Board of Commissioners Meeting Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2017 Board of Commissioners Meeting Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

2017 Board of Commissioners Meeting Calendar

**Dawson County Board of Commissioners
Draft Meeting Calendar 2017**

Voting Session	Work Session
	01/12/17
01/19/17	01/26/17
02/02/17	02/09/17
02/16/17	02/23/17
03/02/17	03/09/17
03/16/17	03/23/17
04/06/17	04/13/17
04/20/17	04/25/17 Tuesday *
05/04/17	05/11/17
05/18/17	05/25/17
06/01/17	06/08/17
06/15/17	06/22/17
07/06/17	07/13/17
07/20/17	07/27/17
08/03/17	08/10/17
08/17/17	08/24/17
09/07/17	09/14/17
09/21/17	09/28/17
10/05/17	10/12/17
10/19/17	10/26/17
11/02/17	11/09/17
11/16/17	11/21/17 Tuesday *
12/07/17	12/14/17
12/21/17	

Backup material for agenda item:

12. Presentation of Windstream Communications Contract Addendum Renewal - County Attorney Joey Homans



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 10-13-16

Prepared By: Vickie Neikirk

Voting Session: 10-20-16 _____

Presenter: Joey Homans, County Attorney

Public Hearing: Yes _____ No x

Agenda Item Title: Presentation and Consideration for Annual Contract Addendum with Windstream for internet services for the Dawson County Government Center

Background Information:

Dawson County Board awarded Bid # 240-14 RFP Internet Service Provider for Dawson County Government to Windstream Communications to provide internet to all government facilities. Original contract is renewed on an annual basis with a final renewal expiration date of December 21, 2020. County can give 30 days notice to terminate the contract. Board agreed to a 30 day extension on 9-15-2016 in order to allow Windstream to upgrade copper circuits to fiber optics.

Current Information:

Staff is requesting an annual contract be extended with Windstream at no additional cost to the County. Windstream paying 100% of upgrade costs which will allow for increased bandwidth and speed up internet access to government facilities.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
General Fund	IT and Depts	523207	\$67,820	\$15,814.78		

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

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 10.06.16

County Manager Authorization: Dave Headley

Date: 10/06/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Contract addendum

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and Dawson County Commissioners ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") Proposal 120768 between Windstream and Customer ("Parties"). The Agreement shall be deemed amended as follows:

NEGOTIATION OF AGREEMENT

Customer is hereby granted thirty (30) calendar days from the date of execution of Proposal/Quote Number 120768 (the "Negotiation Window") to finish negotiating the terms of the Agreement. Any agreed upon changes to the Agreement may be made by Amendment to the Agreement. If Customer and Company are unable to come to agreeable terms within the Negotiation Window, Customer will have the option to terminate the Agreement within three (3) business days of the end of the Negotiation Window (the "Termination Window") without liability for early termination. If Customer does not terminate the Agreement within the Termination Window, then this Agreement will continue in full force and effect. Customer understands and acknowledges that the ordering process for Services will not commence until the Negotiation Window closes.

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

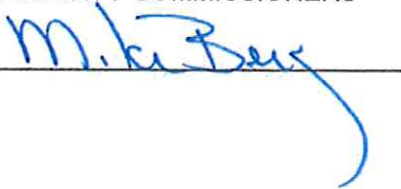
Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

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.

DAWON COUNTY COMMISSIONERS

By:
Name:
Title:
:



Windstream and its affiliates

By:
Name
Title

Benny
Middleton

Digitally signed by Benny Middleton
DN: cn=Benny Middleton, o=Windstream
Communications, ou=Business Sales,
email=benny.middleton@windstream.co
m, c=US
Date: 2016.09.20 16:02:14 -0400



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: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	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: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	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: <u>Mike Berg</u>	Signature: <u>Benny Middleby</u>
Printed Name: Mike Berg	Printed Name: Benny Middleby
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	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 Thiipen	Proposal Type	New
Partner Name		Opportunity ID	1280209
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: <u>Mike Berg</u>	Signature: <u>Benny Middlebu</u>
Printed Name: Mike Berg	Printed Name: Benny Middlebu
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	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, 30534-3859
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 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: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/11/2016</u>	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: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	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: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>

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, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial or security risk; or, (f) 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 Services 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 within 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 AGENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. ~~CUSTOMER'S 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 credit, 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 set 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 WIN.windstreamonline.com, or by calling 1-800-800-5050. 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 set 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. (j) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement. (k) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver. (l) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. (m) **Survival:** Sections 12 and 13 survive after this Agreement ends. (n) **Handwritten Changes:** Handwritten changes are not binding on either party. (o) **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 disclose the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At VWN's request, Customer shall sign written assurances and other export-related documents as may be required for VWN to comply with U.S. export regulations. (p) **Publicity and Confidentiality:** Customer agrees that VWN may publicly disclose that VWN 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 VWN.

For Managed GPE Firewall Services only:

Authorization to Perform Testing. Customer grants VWN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed GPE Firewall Service ("Firewall"). Customer agrees to notify VWN and obtain any third party service providers ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgment of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between VWN and Host in connection with the Firewall. Customer agrees to indemnify, defend, and hold VWN 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 the 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 hardware; 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:

VWN agrees that it will maintain all applicable PCI DSS requirements to the extent VWN 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 1-855-381-7792 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: Mike Berg
Name: Mike Berg, chairman
Title: 091116/2016

Windstream and its affiliates
By: Bunny Middleton
Name: Bunny 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)		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>References not required but may be considered.</i>	
<p><i>NIA</i></p> <p><i>BM</i></p> <p><i>8-25-14</i></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.			
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: _____

Handwritten signature: 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

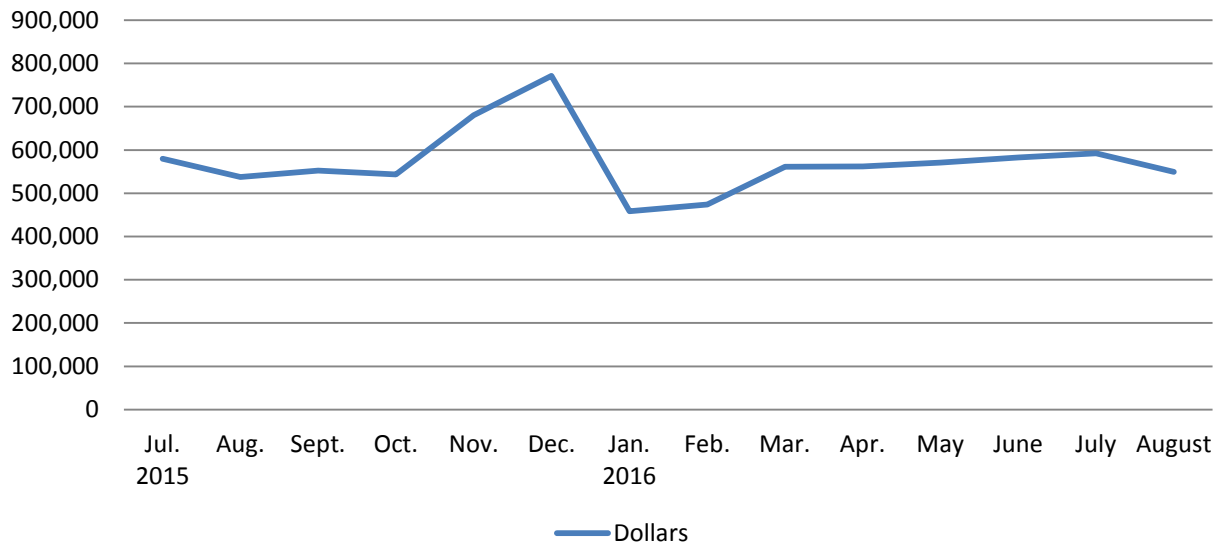
Backup material for agenda item:

13. County Manager Report

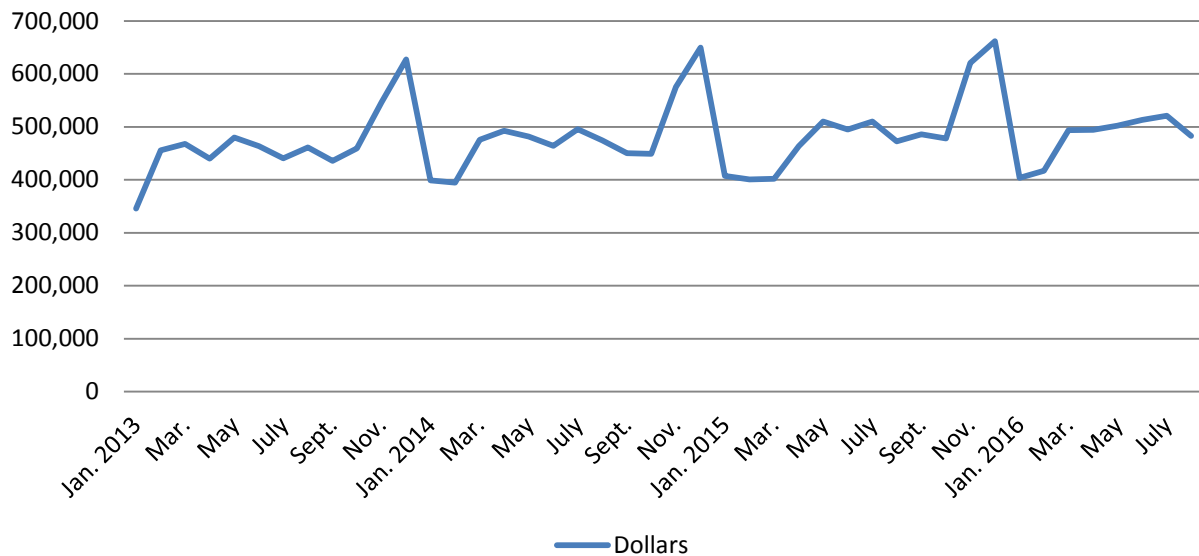


Key Indicator Report
September 2016

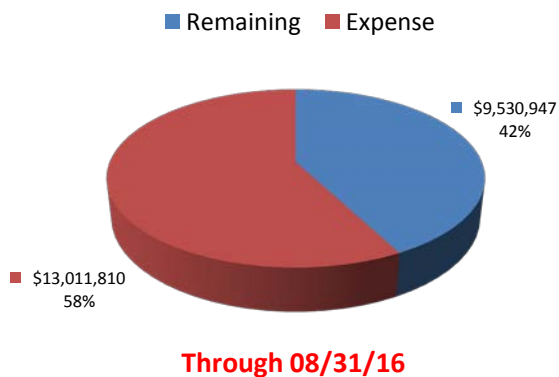
SPLOST VI COLLECTION CHART



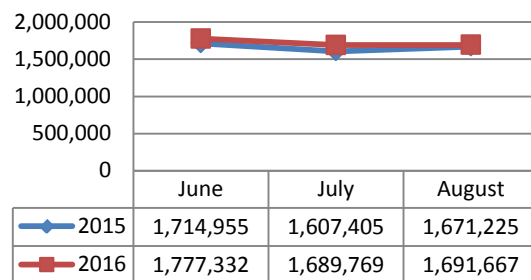
LOST COLLECTION CHART



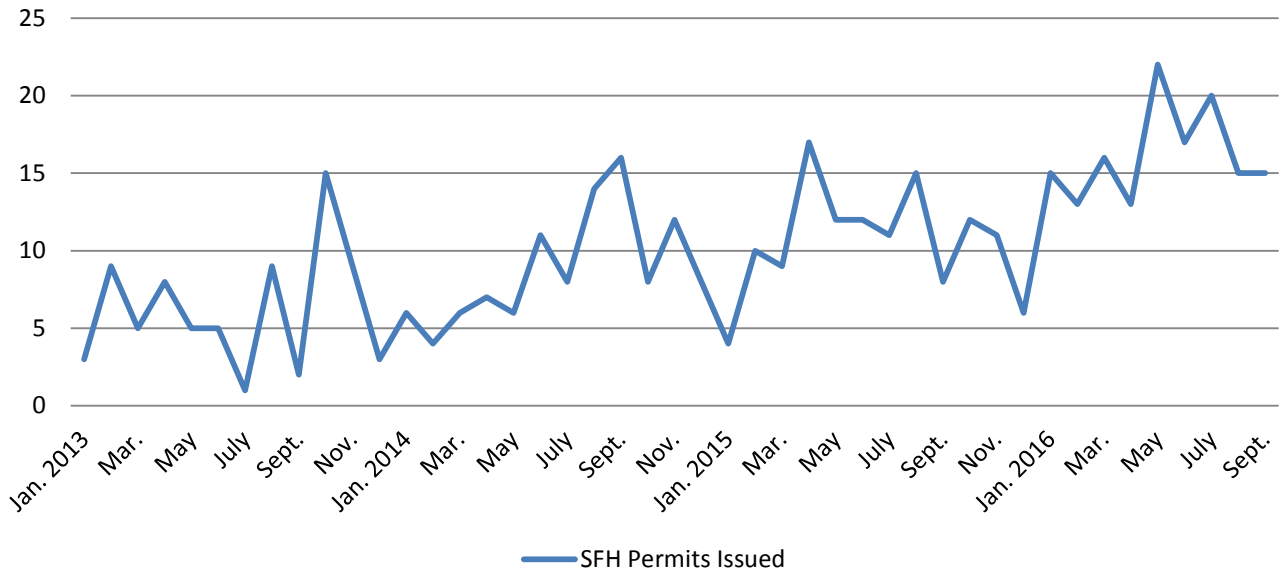
Budget



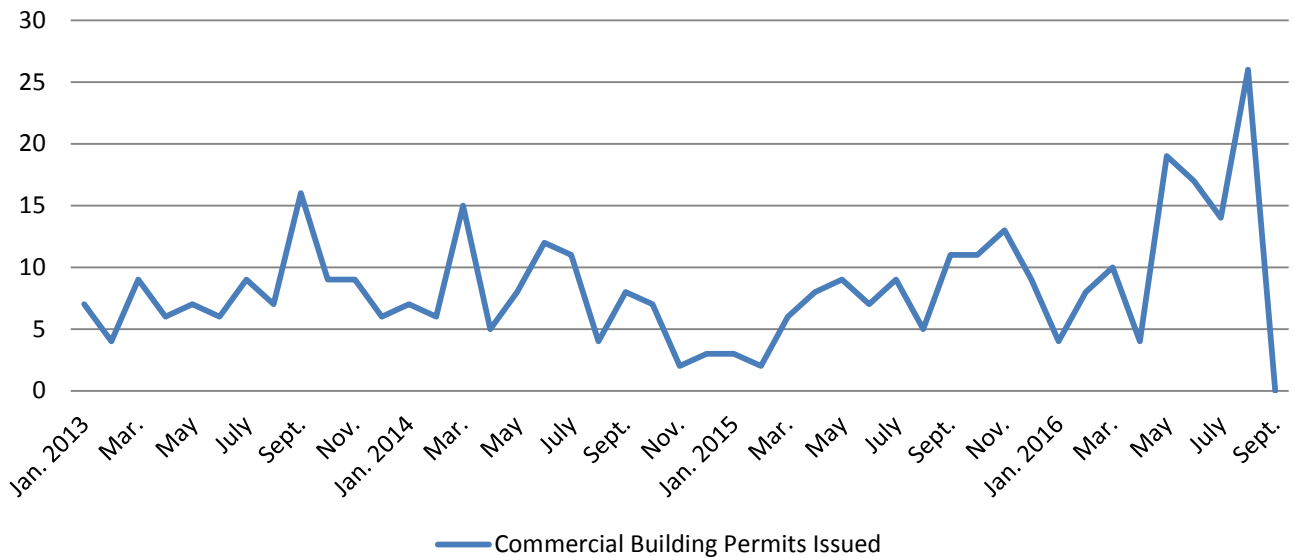
All Revenue Per Month



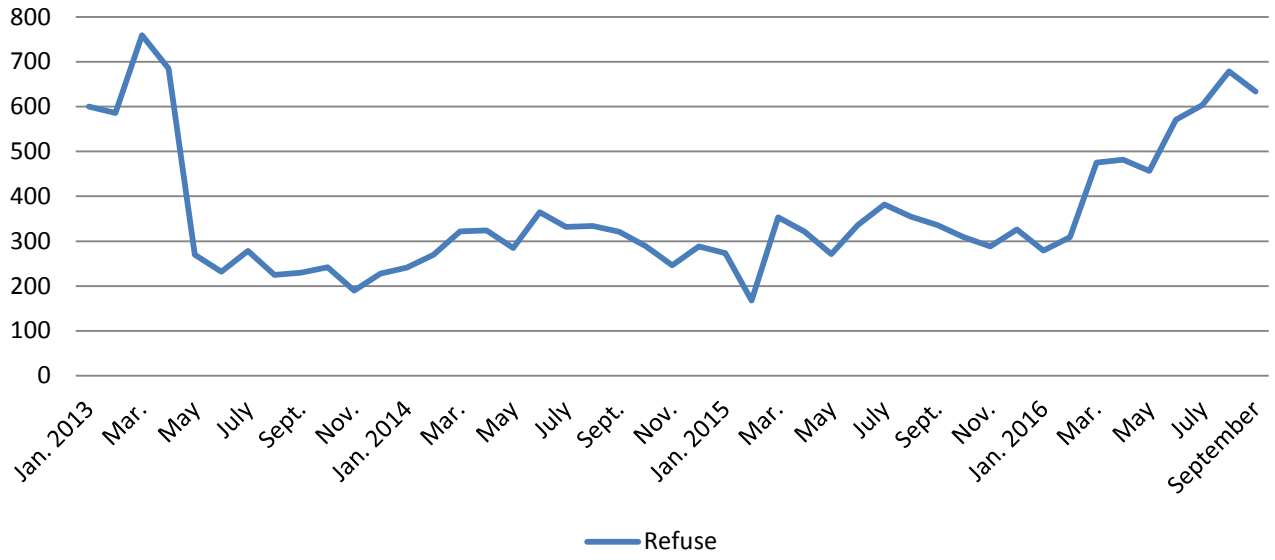
SINGLE FAMILY HOME BUILDING PERMITS ISSUED



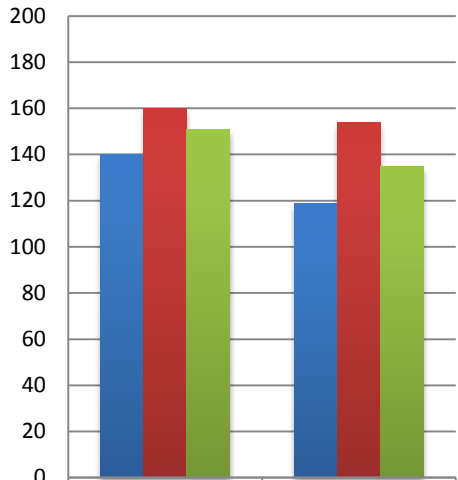
COMMERCIAL BUILDING PERMITS ISSUED



TRANSFER STATION TONNAGE COLLECTION

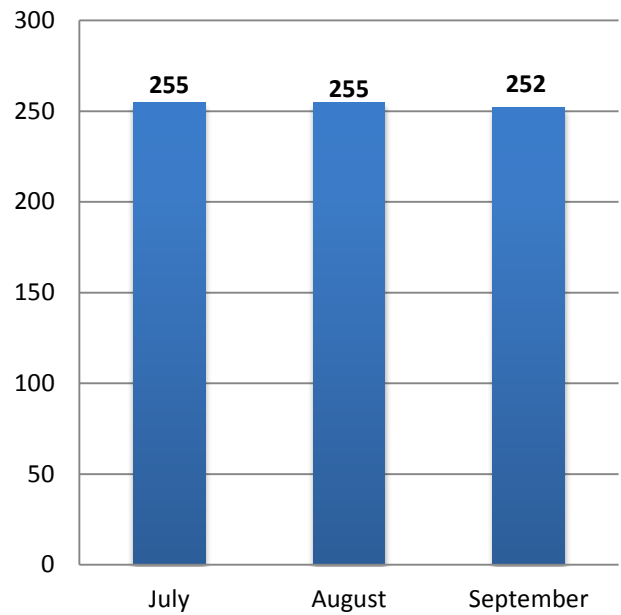


Inmate Population

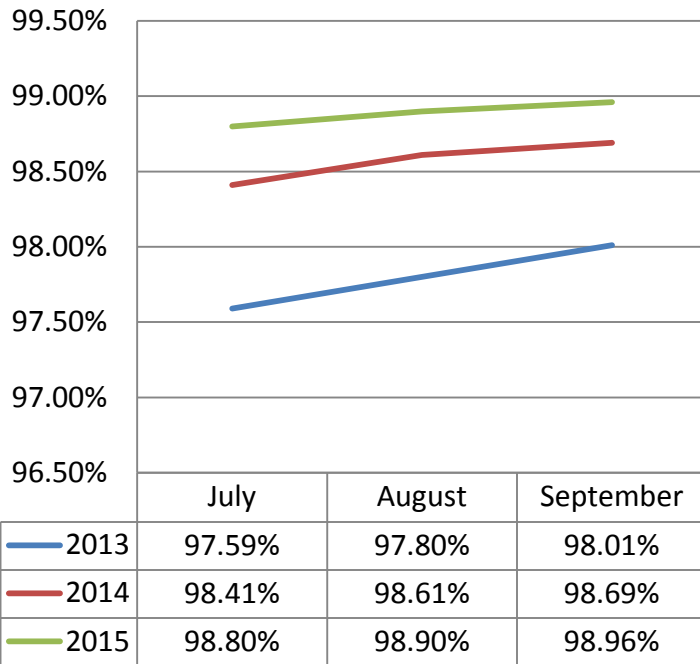


	September 2015	September 2016
Lowest Daily Count	140	119
Highest Daily Count	160	154
Daily Average	151	135

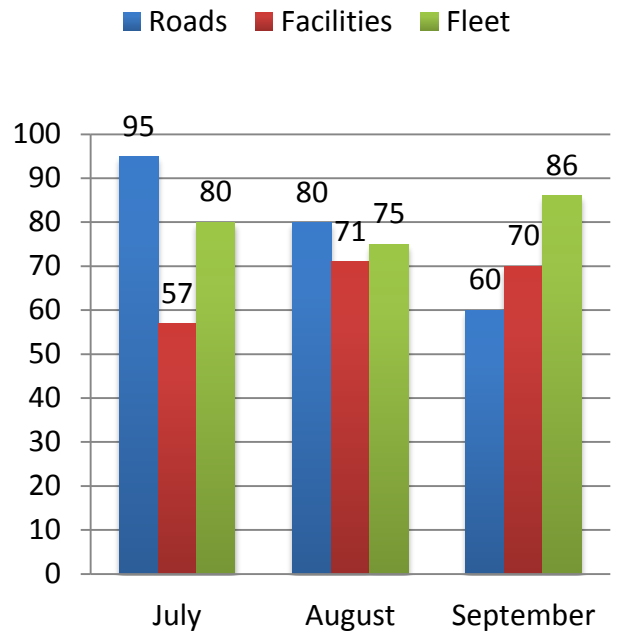
Number of Employees



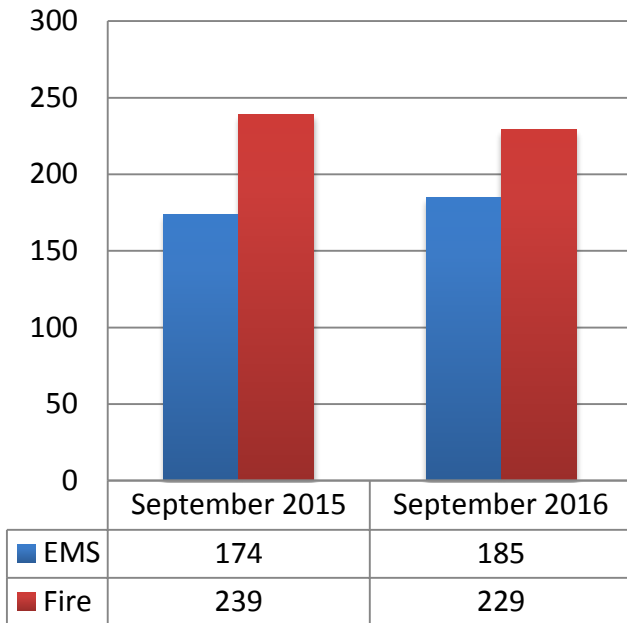
Property Collections



Repair Requests



EMS/Fire Calls for Service





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – September 2016

- **New Applications/Transfers In: 309**
- **Changes/Duplicates: 687**
- **Cancelled/Transferred Out: 150**
- **Total Processed: 1146**

HIGHLIGHTS

Voter Registration Projects:

- Receiving & processing daily voter registration requests for the November General Election.
- Working heavy volume of phone & walk in traffic daily.
- Absentee, by mail, ballot requests for November General Election thus far is 310. (Expected approximate number based on previous history – 525)

Elections Projects:

<u>Election Schedule for 2016:</u>	<u>Date</u>	<u>VR Cutoff</u>	<u>Advance Voting</u>
Presidential Preference Primary	3/1/16	2/1/16	2/8–2/26
➤ 50.94% turnout (comparable year of 2012 was 33.34%)			1909 voted Advance
General Primary/Special Election	5/24/16	4/26/16	5/2–5/20 (M-F~8a-5p) ~ Sat 5/14 (9a-4p)
➤ 33.47% turnout (comparable year of 2012 was 40.05%)			2056 voted Advance
General Primary Runoff	7/26/16	4/26/16	7/5–7/22 (M-F~8a-5p)
➤ 27.48% turnout (comparable year of 2012 was 11.59%)			2209 voted Advance
General/Special Election	11/8/16	10/11/16	10/17–11/4 (M-F~8a-5p) ~ Sat 10/29 (9a-4p)
✓ Election machines have been tested and sealed for Election.			
✓ Advance Voting poll worker training complete.			
✓ November General Election task list on target and being completed daily.			
General Election Runoff	12/6/16	10/11/16	As soon as possible after certification of General.
General Runoff (Federal Offices)	1/10/17	10/11/16	12/19/16-1/6/17 (8a-5p) ~ Sat 12/19/16 (9a-4p)

Highlights of plans for upcoming month:

- Advance Voting begins 10/17-11/4; 8a-5p daily. Saturday voting 10/29; 9a-4p.
- Day of election poll worker & managers training.
- Complete daily tasks in preparation of the Ge 132 election.



Dawson County Board of Commissioners

Emergency Services Monthly Report – September 2016

Fire Responses	July	August	September
2014	293	287	279
2015	266	282	239
2016	287	256	229

EMS Responses	July	August	September
2014	292	221	210
2015	201	235	174
2016	216	215	185

Plan Reviews: 12

EMS Revenue:

- August 2015 - \$ 24,424.84
- August 2016 - \$ 51,172.98
- 6.5% Increase

Plan Review and Inspection Revenue Total: \$ 1,600.00

- County: \$ 1,300.00
- City: \$ 300.00

Business Inspections Total: 43

- County follow-up: 20
- City follow-up: 2
- County final inspection: 6
- City final inspection: 3
- County annual inspections: 12
- City annual inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

- Training hours completed by staff: 1,130
- PR Details: 3, 23 -kids, 10-adults
- CPR training provided to: 4
- Smoke detector installations: 2, 0 batteries
- Search and Rescue: 1
- Fire investigation: 0
- Child Safety Seat Installation: 4
- Total water usage: 12,500 gals (EWSA: 12,500 gallons; city: 0 gallons)
- 14 Fires (building 3; brush 3; grass 1; outside rubbish 1; trash /waste 1; unauthorized 5)



Dawson County Board of Commissioners

Facilities Monthly Report – September 2016

- **Total Work Orders: 70**
- **Community Service Workers: 4**

HIGHLIGHTS:

- Completed the mason work at the Old Jail (demolished area)
- Completed the concrete work at the Veteran's Memorial Park
- Completed the fence work at the parking lot of the Old Jail (demolished area)
- Completed the metal stair installation at the rear area of the New Jail



FACILITIES DEPARTMENT

MONTHLY REPORT

For Period Covering the Month of SEPTEMBER 2016

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Completed mason work at the old jail demolition area	DCSO-LEC (New Jail)
2	Completed concrete work	Veterans Memorial Park
3	Installed plumbing for massage chair	Senior Center
4	Trimmed all shrubs twice (county wide)	Dawson County
5	Added/ Installed new water meter box at the parking lot of the Old Jail	DCSO-LEC (Old Jail)
6	HVAC unit repair at Ste. 205	KH Long Building
7	Replaced all HVAC drain lines	Chappell Building
8	Replaced the sign for Ag. Ctr. Extn. Office	Agriculture Center
9	Repaired lights outside the Adult Learning Center	Adult Learning Center
10	Replaced the breaker	Fire Station 1
11	Installed drop ceiling outside the New Jail	DCSO-LEC (New Jail)
12	Painted the walls	DCSO-LEC (New Jail)
13	Trimmed shrubs, cleaned and pressure washed the benches, swings and tables	Parks & Rec. (Canoe Put in)
14	Met with Finance department staff and SPLOST coordinator on awning project	Government Center
15	Working on the ongoing issues on HVAC	Government Center
16	Repaired roof leaks at Ste. 206	KH Long Building
17	Completed fence work at the parking lot of the demolished old jail	DCSO-LEC (Old Jail)
18	Completed the installation of metal stairs at the rear side of the new jail	DCSO-LEC (New Jail)
19	Completed the troubleshooting of the walk trail lights	Rock Creek Park
20	Adjusted the position of the boat deck due to water level	War Hill Park
21	Trimmed shrubs and added mulch at the front landscaped area	DCSO-LEC (New Jail)
22	HVAC service completed	Government Center
23	Preventive maintenance service all county HVAC units	Dawson County
24	Generator repairs made or completed	Government Center
25	Replaced block heater	Government Center
26	Tested the generator power	Government Center
27	Total Work Orders for the month = Seventy (70)	Facilities
28	Total Community Service for the month = Four (4)	Facilities

These numbers do not reflect daily/ weekly routine duties to include:

- Cutting of grass and landscape maintenance on all county properties
- Cutting of grass and landscape maintenance on all five (5) parks on the west side of county
- Cleaning of the new government center and other county owned buildings, offices and facilities
- Emptying outside trash receptacles at county owned buildings
- Collecting and recycling of all county buildings, offices and facilities

Noted By: _____

JAMES TOLBERT, Facilities Director

Prepared By: MVBosten, 10/04/16



Dawson County Board of Commissioners

Finance Monthly Report – September 2016

FINANCE HIGHLIGHTS

- **LOST Collections:** \$483,123 – up 2.16% compared to 2015.
- **SPLOST Total Collections:** \$549,012 – up 2.16% compared to 2015.
 - \$466,661 – County Portion (85%)
 - \$82,352 – City Portion (15%)
- **TAVT:** \$85,774 – down 16.7% compared to 2015
- **See attached Revenue and Expenditure Comparison for 2016**
- **Total County Debt:** \$3,011,763 (See attached Debt Summary)
- **Audit Status:** 2015 Audit is complete
- **Budget Status:** The 2016 Proposed Budget was presented to the Board of Commissioners on September 15, 2016. The first of two budget hearings will be October 20, 2016.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Awning for Government Center
- Sports Officials
- Natural Gas Service

Informal Solicitations

- Kids Karpet mulch for Rock Creek & Veterans Memorial Park
- Holmatro lift bags for ambulance – DCES
- Basketball uniforms for Park & Rec

Pending Projects

- Soccer Lights for Park & Rec

Work in Progress

- Dawson Forest Road Rehab
- Dawson Forest Pipe Rehab
- IT Servers (Revised)
- Ambulances (SPLOST VI) – On Order
- Ambulance Transport Billing
- Ford & Dodge Vehicles – On Order

Future Bids

- Equipment for Public Works

Future Bids – SPLOST VI

- Spreader Body Dump Truck
- Kelly Bridge Road Project (2)
- Steve Tate Highway Road Project (2)
- Pothole Patching Machine
- Water Filtration System for DCGC & DCSO

**Budget to Actual
August Collections Reported in September**

	Actual at 8/31/2016 (1)	Percent of Budget Actually Collected/ Expended	2016 BOC (2) Approved Budget	Over(Under) Approved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 12,702,753	56.35%	\$ 22,542,757	\$ (9,840,004)	-43.65%
Expenditures	13,011,810	57.72%	22,542,757	(9,530,947)	-42.28%
	<u>\$ (309,057)</u>	<u>-1.37%</u>	<u>\$ -</u>	<u>\$ (309,057)</u>	<u>-1.37%</u>

***NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

(1) Reporting actuals as of 8/31/2016 because revenue collections are 30 days behind. The LOST revenues for the month of August 2016 were received in September 2016.

(2) Change in total budget due to account adjustments:

\$ 22,458,521	Original Budget
\$ 28,777	Donation Carryover Balances
\$ 325	January Donations Received
\$ 3,088	February Donations Received
\$ -	March Donations Received
\$ 4,349	April Donations Received
\$ 10,572	May Donations Received
\$ 31,825	June Donations Received
\$ 1,875	July Donations Received
\$ 3,425	August Donations Received
<u>\$ 22,542,757</u>	Revised Budget

**ACTUAL COMPARISON
JANUARY - DECEMBER 2016**

MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	YTD
2015 REVENUE	820,947	1,521,261	1,480,682	1,617,781	1,596,514	1,714,955	1,607,405	1,671,225	1,608,433	1,687,168	1,725,381	2,090,967	19,142,719
2016 REVENUE	921,793	1,569,223	1,585,578	1,770,358	1,697,033	1,777,332	1,689,769	1,691,667					12,702,753
% CHANGE	12%	3%	7%	9%	6%	4%	5%	1%	-100%	-100%	-100%	-100%	-34%
2015 EXPENSE	1,105,357	1,407,334	1,444,093	1,552,000	1,759,627	1,794,836	1,587,590	1,440,349	1,785,738	2,050,779	1,583,577	1,860,010	19,371,290
2016 EXPENSE	1,189,206	1,474,618	1,591,524	2,015,669	1,492,386	2,089,529	1,512,929	1,645,949					13,011,810
%CHANGE	8%	5%	10%	30%	-15%	16%	-5%	14%	-100%	-100%	-100%	-100%	-33%
2015 Total Rev-Exp	\$ (267,413)	\$ 94,605	\$ (5,946)	\$ (245,311)	\$ 204,647	\$ (312,197)	\$ 176,840	\$ 45,718	\$ -	\$ -	\$ -	\$ -	(309,057)

REVENUE
 YTD 2015 12,030,770
 YTD 2016 12,702,753
 % Changed 5.59%

EXPEDITURES
 YTD 2015 12,091,186
 YTD 2016 13,011,810
 % Changed 7.61%

*NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.



Dawson County Board of Commissioners

Human Resources Department Monthly Report – September 2016

POSITION CONTROL

- Positions approved by BOC: 434
- # of filled F/R Positions: 252
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 9
- # of filled P/R Positions: 51
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 51
- # of Vacant Positions: 25
- # of Frozen Positions: 32
- % of Budgeted/Actual Positions: 87%

ADDITIONAL INFORMATION

- FMLA/LOA tracking: 3
- WC and/or P & L Claims filed: 5
- Unemployment Claims received: 1
- Performance Evaluations received: 13
- Payroll/Benefit changes keyed: 236

HIGHLIGHTS

Positions Advertised/ Posted: 2

- Public Works- Part-Time Equipment Operator
- Public Works- Temporary Part-Time Transfer Station Attendant

Applications Received: 1

New Hires added into system: 6

- David Headley (Re-Hire)- Administration
- Peter Geier- Emergency Services
- Jason Streetman- Planning & Development
- Alexa Bruce- Public Works
- Joshua Rogers (Re-Hire)- Sheriff's Office
- Rebecca Rainey- Tax Assessor

Terminations Processed: 7

- William Bean- Emergency Services
- Melissa Brown- Sheriff's Office
- Charles Brantley- Sheriff's Office
- Anthony Davis- Sheriff's Office
- Jamison Grulla- Sheriff's Office
- Jeffrey Moore- Sheriff's Office
- Jeremy Thompson- Sheriff's Office

Additional Highlights for September

- HR Director Danielle Yarbrough attended a "Workers' Compensation- Knowledge is Power" class through LGRMS (Local Government Risk Management Services)
- HR Specialist Kristi Hudson attended a "Health Promotion Champion Training" class through LGRMS
- Completed an on-site policy audit with LGRM
- Launched flu shot voucher program for all county employees



Dawson County Board of Commissioners

Information Technology Monthly Report – September 2016

- **Calls for Service: 125**
- **Service Calls Completed: 125**
- **Windstream visits: 2**

Highlights:

- Installation of new servers completed
- In the process of moving remaining programs to new servers
- Sheriff Office moves and Senior Center moves



Dawson County Board of Commissioners

Marshal Monthly Report – September 2016

- **Alcohol License Establishment Inspections: 4**
- **Alcohol Pouring Permits Issued: 42**
- **Animal Control Calls Handled: 144**
- **Animal Bites to Human investigated: 2**
 - 2 Quarantined – Passed
- **Animals Taken to DC Humane Society: 19**
- **Dangerous Dog Classification: 3**
- **Citations Issued: 0**
- **Complaint Calls/In Field Visits: 79**
- **Erosion Site Visits: 3**
- **E-911 Addresses Issued:**
- **Non-conforming Signs Removed:**

HIGHLIGHTS

- Mandate training for Sheriff's office



Dawson County Board of Commissioners

Planning and Development Monthly Report – September 2016

- **Total Building permits Issued**
 - Sept 2016: 29 down 32%
 - YTD 2016: 396 up 29%
 - Single Family New Homes: 15 same as last month
 - Commercial Buildings: 0 down 100%
- **Business Licenses Issued:**
 - Sept 2016: 131 down 11%
 - YTD 2016: 1,369 up 9%
- **Total Building Inspections Completed:**
 - Sept 2016: 459 up 0.4%
 - YTD 2016: 3,530 up 48%
- **Variances/Zonings Processed:**
 - Sept 2016: 7 down 22%
 - YTD 2016: 44 up 19%
- **Plats Reviewed:**
 - Sept 2016: 23 up 10%
 - YTD 2016: 126 up 97%
- **Total Stormwater/Erosion Inspections: 3**
- **Total Stormwater Warnings/Stop Work Orders Issued: 0**
- **Total Civil Plan Review Meetings: 5**
- **Total Building Plan Review Meetings: 3**

HIGHLIGHTS

Planning & Building Projects:

- Jason Streetman spoke with consulting firm for GA 53 Corridor Overlay District. The consultant began the data gathering, and key stakeholders will be identified over the next few weeks.
- We have started assisting the City of Dawsonville with inspections for the short term; working them in, with County inspections taking priority. There have been a couple of hiccups, but the kinks are getting worked out.
- Jason Streetman has been in the Director position for nearly a month, getting involved each day. Both externally and internally, folks have been very helpful and friendly to him.

Licensed Businesses:

- 3 Commercial based businesses
- 6 Home based businesses

Dawson County

September 2016

New Business Licensing

Dawson County has three (3) new Commercial Businesses that have opened this month.

1. Durall Capital Holdings - Medical Services
35 Lumpkin Campground Road North
2. Love Me Wright Gourmet Desserts – Cupcake Sales
800 Highway 400 South Kiosk
3. Next Star communications – Cellular Sales
391 Quill Drive #140

Home Based Business has six (6) new locations and Home Office Business Licenses.

1. A Woman’s Touch – Cleaning Services
146 Hunters Drive
2. Alliance EMS Billing – Medical Billing/Collections
102 Vandiviere Road
3. Dawson Tree Experts – Tree Services
460 Diane Circle
4. Ironclad Firearms Training – Firearm Safety Education
215 Garden Lane
5. North Georgia Family Trades – Cabinet Refinishing/Installation
51 Huckleberry Way
6. T & M Farm – Poultry Farm
4120 Sweetwater Juno Road



Dawson County Board of Commissioners

Parks and Recreation Monthly Report –September 2016

- **Youth Sports Participants**
 - September 2016: 1425 up 5% compared to same month last year.
 - YTD 2016: 10,628 up 22% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
 - September 2016: 1208 down 6% compared to same month last year
 - YTD 2016: 10,137 down 5% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
 - September 2016: 860 up 19% compared to same month last year.
 - YTD 2016: 16,346 up 1% compared to last year.
- **Total Customers Served:**
 - September 2016: 3493 up 4% compared to same month last year
 - YTD 2016: 36,532 up 12% compared to last year

HIGHLIGHTS

Park Special Events:

- “Pups in the Park” was held September 24th at RCP; sponsored by the Dawson County Humane Society

Park Projects:

- Total revenue for WHP was \$3,038 (up 11% from 2015) and the pool was \$627 (up 59% from 2015)
- Shore Sweep 2016 was held September 24th at War Hill Park
- Pool closed for the summer on September 6th
- Rotary Island closed for the summer on September 6th

Athletic and Program Summary:

- Football games continued. Early indications are 5 of 7 teams will likely make playoffs.
- Fall baseball, softball, t-ball, and soccer games began.
- Registration for winter basketball and wrestling continued throughout the month.
- Specialty programs included basketball lessons, adult boot camp, dance classes, Tai Chi, and Yoga
- Adult softball leagues began play.

On the Horizon:

- Park and Rec Night at DCHS Football: October 7
- NGYFA playoffs begin: October 22
- Fourth Annual GRPA Rural Directors Roundtable (hosted by DCPR): October 26
- Basketball and wrestling evaluations and practices begin: late October
- Trunk or Treat at RCP: October 31
- Next Park Board meeting: November 14 at 5:30PM
- Basketball games and wrestling matches begin 144ber
- Breakfast with Santa and Senior Center Christmas 144ar at RCP: December 3

Rock Creek Park	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	totals
Tv Room	13	16	12	8	6	18	17	14	10				114
Classroom	21	14	16	11	10	10	8	7	7				104
Community Room	30	42	51	49	47	56	52	46	37				410
Gyms	185	152	130	125	140	200	215	225	219				1,591
Small Pav.	3	5	8	12	28	50	56	50	29				241
Large Pav.	3	3	5	9	16	14	16	14	10				90
Fields 7-16	20	22	155	160	145	150	158	175	185				1,170
Soccer Fields	30	25	250	245	230	90	10	75	235				1,190
Tennis Courts	10	15	15	20	30	35	40	40	30				235
Weight Room	188	248	265	258	245	230	248	234	224				2,140
2 story/upstairs	15	25	25	25	15	15	10	5	0				135
Totals	518	567	932	922	912	868	830	885	986				7,420
Veteran's Memorial Park													
Gym	105	75	51	45	55	60	90	80	62				623
Small Pav.	0	0	4	5	7	10	10	10	7				53
Large Pav.	0	0	6	7	9	10	8	10	9				59
Pool	0	0	0	0	31	129	96	41	1				298
Fields 1-6	0	16	90	75	65	60	80	85	89				560
Football Field	0	0	0	0	0	5	5	20	26				56
Other	15	15	15	15	15	15	15	15	15				135
Totals	120	106	166	147	182	289	304	261	209				1,784
Fire Station 2							9	11	13				33
Pool opened for summer													
T-Ball Participants	28	101	101	105	104	6	27	72	72				616
BB Participants	65	238	238	239	243	75	50	161	161				1,470
Adult League	0	0	120	255	340	345	358	160	160				1,738
Basketball	278	60	0	0	0	0	0	0	246				584
Football	0	0	0	24	173	179	179	182	182				919
Cheer	0	0	0	0	70	69	79	79	79				376
Wrestling	23	0	0	0	0	0	0	0	18				41
Track	3	21	21	22	22	0	0	0	0				89
Travel	65	80	90	90	90	90	90	90	90				775
Instructional League	25	69	69	72	72	0	0	0	47				354
Softball	18	116	116	117	121	54	20	82	82				726
Soccer	247	265	252	252	252	252	162	288	288				2,258
Swim Team	0	0	0	15	24	29	29	29	0				126
Tournament Participation	0	0	0	100	100	185	0	0	0				385
Volleyball		57	57	57	0	0	0	0	0				171
Totals	752	1007	1064	1348	1611	1284	994	1143	1425				10,628

Monthly Report Totals - 2016

Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
All Sports Day Camps (1 & 2)	-	-	-	-	-	97	-	-	-				97
Basketball Lessons	8	19	16	10	12	10	13	15	13				116
Basketball Pre-Try Out Prep Camp	-	-	-	-	-	-	-	-	-				0
Battle of the Best Relay for Life Fundraiser	-	1,000	-	-	-	-	-	-	-				1,000
Boot Camp (all classes)	22	22	31	31	34	34	35	38	38				285
Breakfast with Santa	-	-	-	-	-	-	-	-	-				0
Camp of Ballers	-	-	-	-	-	-	-	-	-				0
Cheerleading Camp	-	-	-	-	-	-	28	-	-				28
Circuits & Supersets	-	-	8	8	-	-	-	-	-				16
Community Egg Hunt	-	-	2,000	-	-	-	-	-	-				2,000
Dance	40	40	40	40	40	-	-	-	11				211
Dance Camp	-	-	-	-	-	7	-	-	-				7
Fitness Sampler	6	-	-	-	-	-	-	-	-				6
Guard Prep Camp	-	-	-	-	-	-	-	-	-				0
Kangoo (all classes)	10	25	12	12	5	11	4	0	-				79
Kids Fit	-	-	-	-	-	-	-	-	-				0
Lady Tigers Fundamental Basketball Camp (girls)	-	-	-	-	-	23	-	-	-				23
Movies in the Park	-	-	-	-	-	650	-	200	-				850
Pool Swimmers	-	-	-	-	272	2,934	1,495	660	209				5,570
Pups in the Park	-	-	-	-	-	-	-	-	400				400
Rotary Day	-	-	-	-	-	600	-	-	-				600
Sandy's Basketball Camps	-	-	-	-	-	24	39	-	-				63
SilverSplash	-	-	-	-	-	15	15	15	-				45
Speed & Agility Camp	-	-	-	-	21	9	-	-	-				30
Spring Sports Opening Day	-	-	2,500	-	-	-	-	-	-				2,500
Swim Lessons	-	-	-	-	-	41	-	-	-				41
Tai Chi	5	4	5	5	5	3	2	2	4				35
Tennis Lessons	-	21	30	25	15	-	-	-	-				91
Tigers Fundamental Basketball Camp (boys)	-	-	-	-	-	48	-	-	-				48
Trunk or Treat	-	-	-	-	-	-	-	-	-				0
UFA Soccer Camp	-	-	-	-	-	11	85	-	-				96
Volleyball	-	57	57	-	-	-	-	-	-				114
War Hill Park Guests	-	-	33	209	471	492	323	182	179				1,889
Water Aerobics	-	-	-	-	-	-	-	-	-	-	-	-	0
Yoga	14	16	13	16	7	9	12	13	6				106
Zumba	-	-	-	-	-	-	-	-	-				0

105 1,204 4,745 356 882 5,018 2,051 1,125 860 0 0 0 16,346



Dawson County Board of Commissioners

Public Affairs Monthly Report – September 2016

Website Activity

- Page Views: 131,986
 - 61% increase from previous year; 3% increase from previous month
- Unique Visitors: 17,219
 - 30% increase from previous year; 20% decrease from previous month

Social Media

- Contacts/Fans: (Facebook) 1,384
 - 33% increase from previous year; 1% increase from previous month
- Contacts/Followers: (Twitter) 216
 - 104% increase from previous year; 5% increase from previous month

Citizen Care

- 311 Calls: 7 (6 static/no connection/wrong number/telemarketer; 1 legitimate call)
- Requests: 2

HIGHLIGHTS

Social Media and Website Promotions:

- September newsletter
- David Headley: Sole Consideration for County Manager
- Labor Day Observance
- Citizens' Government Academy Registration
- Proposed Budget Documents Available
- David Headley Named County Manager
- Dawson County Library Book Sale: September 30 - October 1
- Burn Ban Lifted
- Trunk or Treat Sponsors Needed
- Miscellaneous events and department activities
- Job postings: 2
- Request for Proposal: 1 / Invitation to Bid: 1

Plans for Upcoming Month:

- October newsletter
- Promote Moonshine Festival (October 21-23)
- Promote Trunk or Treat (October 31)
- Promote Community Risk Reduction Meeting (October 25)
- Evaluate options for social media archiving



Dawson County Board of Commissioners

Public Works Monthly Report – September 2016

ROADS:

- Work Orders: 60
- Mowing: miles 218.02
- Gravel: 15 tons

ENGINEERING:

- We have posted a position for a GIS Analyst as a new division under Public Works

TRANSFER STATION:

- Solid Waste: 633.89
- Recycling: 23.33
- Recycling scrap metal: 14.68

FLEET:

- Repair requests: 86



Dawson County Board of Commissioners

Senior Services Monthly Report – September 2016

SENIOR CENTER

- **Home Delivered Meals Served**
 - September 2016: 1,664 no change compared to same month last year
 - YTD 2016: 15,121 no change compared to last year
- **Congregate Meals Served**
 - September 2016: 586 up 12% compared to same month last year
 - YTD 2016: 4,772 up 13% compared to last year
- **Physical Activity Participation**(Tai Chi, Silver Sneakers, individual fitness)
 - September 2016: 365 up 17% compared to same month last year
 - YTD 2016: 3,409 up 13% compared to last year
- **Lifestyle Management Participation**(art, bridge, bingo, awareness, prevention)
 - September 2016: 280 up 5% compared to same month last year
 - YTD 2016: 2,434 up 7% compared to last year

HIGHLIGHTS

- Senior Clients enjoyed a special music celebration for 9-11 with Bill Cain (Meals on Wheels driver).
- On September 21st clients enjoyed a Bucket List Trip to the UNG Planetarium and lunch at Steak 'N Shake.
- On September 23rd the center hosted a fall cookout at the pavilion at the park.
- Special music is held every Friday at the center at 10:30AM
- Silver Sneakers: Tues/Thurs; Bible study 1st Tues/every Thurs; Art/Jewelry classes: Thurs/Fri; Tai Chi: Mon/Wed.

Special Dates Coming Soon:

- October 3, 10, 17, 24, 31: BINGO w/ Dawson County Woman's Club
- October 4: Georgia Legal Services
- October 5, 19: Walmart
- October 7: Movie & Birthday Celebration
- October 11: Nutrition Ed. w/ Michelle Crane
- October 12: Bucket List Trip to Hiawassee Fair
- October 14, 21, 28: Movie & Snack
- October 18: Dairy Queen
- October 20: Health Education w/ Dedri Bruce
- October 26: Field Trip to Burt's Pumpkin Farm
- October 31: Halloween Party

TRANSIT

- **DOT Trips Provided**
 - September 2016: 255 down 19% compared to same month last year
 - YTD 2016: 2,449 no change compared to last year
- **Senior Trips Provided**
 - September 2016: 591 down 19% compared to same month last year
 - YTD 2016: 5,473 down 4% compared to last year
- **# of Miles**
 - September 2016: 8,031 up 2% compared to same month last year
 - YTD 2016: 70,896 up 6% compared to last year
- **Gallons of Fuel**
 - September 2016: 975 up 5% compared to same month last year
 - YTD 2016: 8,673 up 7% compared to last year