

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, SEPTEMBER 21, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF MINUTES

1. Minutes of the Work Session held on September 7, 2023
2. Minutes of the Voting Session held on September 7, 2023

E. APPROVAL OF AGENDA

F. PUBLIC COMMENT

G. NEW BUSINESS

1. Consideration of Request to Use County Facility Parking Lots During Mountain Moonshine Festival
2. Consideration of FY 2024 Intergovernmental Agreement between Dawson County and the Board of Education Concerning School Resource Officers
3. Consideration of Elliott Road Engineering Services Proposal from Davis Engineering & Surveying
4. Consideration of an Intergovernmental Agreement with Pickens County to Accept Recyclables Collected at the Dawson County Recycling Center
5. Consideration of IFB #422-23 - Administrative Vehicles for Dawson County Results
6. Consideration of Request for Additional Funds for Board of Commissioners Budget

H. PUBLIC COMMENT

I. ADJOURNMENT

**An Executive Session may follow the Voting Session meeting.*

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – THURSDAY, SEPTEMBER 7, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Paul Frickey; County Clerk Kristen Cloud; and interested citizens of Dawson County.

UNFINISHED BUSINESS

1. Presentation of War Hill Park Master Plan Update- Parks & Recreation Director Matt Payne (*Tabled from the July 6, 2023, Voting Session*)
This item will be placed on an upcoming Work Session Agenda.

NEW BUSINESS

1. Presentation of Request to Use County Facility Parking Lots During Mountain Moonshine Festival and Use of Transfer Station Following Festival- KARE for Kids' Tiffany Buchan
This item will be placed on the September 21, 2023, Voting Session Agenda.
2. Presentation of FY 2024 Intergovernmental Agreement between Dawson County and the Board of Education Concerning School Resource Officers- Sheriff Jeff Johnson
This item, presented by Chairman Thurmond, will be placed on the September 21, 2023, Voting Session Agenda.
3. Presentation of Application for Parade and Assembly - Five Star NTP Bootlegger Triathlon- Planning & Development Director Sharon Farrell
This item will be added to the September 7, 2023, Voting Session Agenda.
4. Presentation of Annual Capital Improvements Element Transmittal- Planning & Development Director Sharon Farrell
This item was advertised and is scheduled for a public hearing during the September 21, 2023, Voting Session.
5. Presentation of Elliott Road Engineering Services Proposal from Davis Engineering & Surveying- Public Works Director Robert Drewry
This item will be placed on the September 21, 2023, Voting Session Agenda.
6. Presentation of an Intergovernmental Agreement with Pickens County to Accept Recyclables Collected at the Dawson County Recycling Center- Public Works Director Robert Drewry
This item will be placed on the September 21, 2023, Voting Session Agenda.
7. Presentation of IFB #422-23 - Administrative Vehicles for Dawson County Results- Purchasing Manager Melissa Hawk
This item will be placed on the September 21, 2023, Voting Session Agenda.

8. Presentation to Accept Additional Local Maintenance and Improvement Grant Funds-
Purchasing Manager Melissa Hawk
This item will be added to the September 7, 2023, Voting Session Agenda.
9. Presentation of Request for Additional Funds for Board of Commissioners Budget-
Chairman Billy Thurmond
This item will be placed on the September 21, 2023, Voting Session Agenda.
10. Discussion of Entertainment District Overlay at the Outlet Mall
This item will be placed on a future Work Session Agenda.
11. County Manager Report
This item was for information only.
12. County Attorney Report
County Attorney Frickey had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – THURSDAY, SEPTEMBER 7, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Paul Frickey; County Clerk Kristen Cloud; and interested citizens of Dawson

INVOCATION AND PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on August 17, 2023.
Stowers/Gaines

Motion passed 4-0 to approve the Minutes of the Voting Session held on August 17, 2023.
Dooley/Stowers

Motion passed 4-0 to approve the Minutes of the Special Called Meeting held on August 23, 2023.
Stowers/Gaines

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda with the following change:

- Addition of a New Business section following the Public Hearing section to include:
 - Application for Parade and Assembly - *Five Star NTP Bootlegger Triathlon*
 - Accept Additional Local Maintenance and Improvement Grant Funds

Gaines/Bruce

PUBLIC COMMENT:

None

ALCOHOL LICENSE:

New Alcohol License (Retail Consumption on Premises of Beer and Wine) – Intarapong LLC dba Smile Thai Cuisine (formerly Chef Tommy Thai Cuisine)

Motion passed 4-0 to approve a New Alcohol License (Retail Consumption on Premises of Beer and Wine) – Intarapong LLC dba Smile Thai Cuisine (formerly Chef Tommy Thai Cuisine).
Dooley/Bruce

PUBLIC HEARING:

Annual Capital Improvements Element Transmittal (1st of 1 hearing)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on an Annual Capital Improvements Element Transmittal and, hearing none, closed the hearing.

Motion passed 4-0 to approve an Annual Capital Improvements Element Transmittal. Gaines/Dooley

NEW BUSINESS:

Consideration of Application for Parade and Assembly - Five Star NTP Bootlegger Triathlon

Motion passed 4-0 to approve an Application for Parade and Assembly - Five Star NTP Bootlegger Triathlon. Dooley/Stowers

Consideration to Accept Additional Local Maintenance and Improvement Grant Funds

Motion passed 4-0 to accept an additional \$126,781 in Local Maintenance and Improvement Grant Funds from the Georgia Department of Transportation for a State Route 53 roundabout project. Dooley/Stowers

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss litigation. Stowers/Gaines

Motion passed 4-0 to come out of Executive Session. Stowers/Bruce

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _____

Work Session: September 7, 2023

Prepared By: Tiffany Buchan

Voting Session: September 21, 2023

Presenter: _____

Public Hearing: Yes ___ No

Agenda Item Title: 56th Annual Mountain Moonshine Festival

Background Information:

56th Annual Mountain Moonshine Festival - October 27-29th
Tiffany Buchan - 678-897-1379 kareforkidstiffany@gmail.com

Current Information:

Requesting use of the Health Dept. parking lot, Library parking lot, and Courthouse parking lot during festival.
Kare for Kids would also like to put banners out 30 days prior to festival around the county.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: *Tiffany Buchan*

Date: 8/29/23

County Manager Authorization: *J. L. Smith*

Date: 8/29/23

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 1st day of, July 2023, effective as of the last day of June 30, 2023, 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 School District is desirous of contracting with the County for the provision of School Resource Officers (hereinafter referred to as “SRO” or “SROs”) for Dawson County Schools in Dawsonville, Georgia; and

WHEREAS, the County is willing to provide SROs to the School District upon the terms and conditions contained herein; and

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 agree as follows:

1. Term and Termination.

1.1 The term of this Agreement shall be for the period from July 1, 2023 through June 30, 2024. 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 eight Deputy Sheriffs to serve as SROs at Dawson County Schools, contingent upon availability.

2.2 Any officer assigned to the school as a SRO shall receive resource officer training and be trained regarding duties and responsibilities.

2.3 In addition to the SRO, the Sheriff and/or his designee shall perform scheduled and non-scheduled visits to the school to promote safety and security. The Sheriff and/or his designee shall also supervise the SRO in the performance of law enforcement duties, provide investigative assistance and security advice to the principals of the schools, and promote a positive and cooperative working environment between the employees of the School District and Sheriff's Office.

2.4 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. The SRO shall not be used as a teacher, paraprofessional, administrator, or substitute or in any other capacity not consistent with the primary function and duties of the SRO.

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

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

2.6.2 To the greatest extent possible and upon the request of the principal and/or assistant principal, the SRO shall be available for conferences with students, parents and faculty members to assist with problems relating to law enforcement or crime prevention.

2.6.3 The SRO shall become familiar with community agencies that offer assistance to youths and their families including, but not limited to, mental

health clinics, drug treatment centers, and/or counseling agencies to make appropriate referrals; provided referrals have been approved by the Sheriff or his designee.

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

2.6.5 The SRO will adhere to applicable school policies and the policies of the Sheriff's Office when performing duties ;

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

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

2.6.8 Prior to the start of the school year, the Sheriff and/or his designee shall meet with School District Superintendent and/or her designee to review the duties and responsibilities of the SRO and to discuss the expectations of the school administration. The Superintendent and Sheriff shall designate respective members to participate as School Safety Review Committee Members. The Committee may be comprised of the following: Special Education Director, System Social Worker, district hearing officer, school safety coordinator, school principals, assistant principals, and an SRO representative. These quarterly meetings will be held to review and discuss discipline and law enforcement issues occurring at the school. The Sheriff and/or his designee and the SRO 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 areas of concern that might 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, and the effectiveness of the Program and to determine whether to retain the Program. At any time, an SRO may be dismissed, transferred, or disciplined at the discretion of the Sheriff.

2.6.9 The SRO shall take all necessary and appropriate action with regard to on campus criminal activity. As soon as practicable, the SRO shall notify the Sheriff, and/or his 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. If a disagreement arises between the school principal and the SRO as to the proper course of action, then the Superintendent, the Sheriff and/or his designee shall be contacted to achieve an appropriate resolution as quickly as possible;

2.6.10 If circumstances dictate that an SRO must request additional law enforcement assistance while on campus, then the Sheriff and/or his designee shall be notified. The Principal and School Superintendent shall be notified as soon as reasonably possible.

2.6.11 School District and School officials shall be responsible for disciplinary and personnel matters. When requested, the SRO may assist with these matters while adhering to Sheriff's Office policies and criminal procedure guidelines. The Sheriff's Office is responsible for investigating all crimes committed on school property at all times regardless of whether school is in session.

2.6.12 Where deemed necessary, the SRO shall be made available to provide assistance to other police officers and deputy sheriffs in matters relating to the school assignment or to students outside the school environment. The SRO may assist in on-campus investigations related to runaways, abuse or other similar crimes involving students of the District.

2.6.13 The 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 designee to the extent allowed by law;

2.6.14 SRO shall not act as the school's disciplinarian. School officials are solely responsible for all disciplinary functions.

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, the Sheriff and/or his designee

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 42 hour work week. Security for organized, after hours, events shall be performed by off-duty law enforcement personnel at a rate that will be established by the School District and the Sheriff and/or his designee (to include the respective SRO).

3.2 The parties hereto agree to pursue grants and alternative funding sources that 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 the 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 .

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

4. **Standard Operating Procedures.** The parties shall abide by the standard operating procedures, as amended from time to time, set forth within Exhibit "A", which is attached hereto and incorporated by reference.

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 shall endeavor to resolve claims, disputes, and other matters in question by mediation, unless the parties mutually agree otherwise. A Request for mediation shall be filed in writing with the other party. 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 Dawson County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements.

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 Jeff Johnson , County Sheriff
19 Tucker Ave
Dawsonville, GA 30534

County: Dawson County Commission Chairperson
Attn Billy Thurmond , Chairman of the Board of Commissioners
25 Justice Way
Dawsonville, GA 30534

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

School District: Dawson County School District
Attn Mrs. Nicole LeCave, Superintendent
28 Main Street
Dawsonville, GA 30534

With Copy to: Cory O. Kirby, Esq.
340 Jesse Jewell Parkway
Wells Fargo Center, Suite 750
Gainesville, GA 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 on the date that is two business days after the date of mailing. Any party may change the party's address by sending written notice to the other parties hereto.

7. **Miscellaneous Provisions.** The parties 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


Date

By: _____, Chairperson

Attest: _____, County Clerk

DAWSON COUNTY SCHOOL DISTRICT

9-12-2023
Date


By: Karen Armstrong, Chairperson

Nicole LeCave
Attest: Nicole LeCave, 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. The SRO shall comply with applicable federal and state laws and Sheriff's Office policies while performing assigned duties.
2. School administrators and staff are responsible for enforcing Board policies, school rules, and maintaining order in the schools. The SRO who observes violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate administrators.
3. School administrators and staff may consult with and request assistance from the SRO in addressing student violations of policies and rules as they deem appropriate. This does not imply that the 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, alcohol, or child pornography).
5. School administrators may request the assistance of SRO when 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, the SRO shall consult with an appropriate school administrator before requesting additional law enforcement or Emergency Management assistance on school grounds.
7. The SRO shall maintain professional conduct standards in 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 Sheriff's office and district attorney may operate simultaneously. The criminal investigation shall take priority and School administrators shall cooperate with the SRO and law enforcement in their investigations.

2. Evidence of violation of state/federal laws will be turned over to the SRO. The SRO shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) that protects the privacy of student educational records and will not disclose student records, except as provided by law or order of the Court.

3. Investigative reports and witness statements may not always be available to school administrators. 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. The 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 unrelated to the schools.

2. Exceptions will be made for an emergency endangering student or staff safety or exigent circumstances. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement officers.

3. The SRO (or other law enforcement officer if applicable) shall be responsible for ensuring that a student is informed of rights before questioning or a search.

D. Arrests of Students at School

1. The SRO and other law enforcement authorities are discouraged from arresting

students at school for non-school-related activities.

2. Exceptions shall be permitted for an emergency endangering student and/or staff safety or in exigent circumstances. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement officers. When practical, the Sheriff's office should contact the school administrator before making an arrest in school.

3. If the SRO anticipates possible criminal charges, the SRO shall follow applicable laws and sheriff's office policies concerning questioning and searches of juvenile suspects (if the student is under 17) or adult suspects (if the student is 17 or older).

4. A student may be removed from school by an SRO or other law enforcement officer if a court order, an arrest warrant or 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. The arresting officer shall notify the parent/designated guardian as soon as practical after the arrest.

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 the SRO and other law enforcement officers in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **PUBLIC WORKS**

Work Session: September 7, 2023

Prepared By: **ROBERT W. DREWRY, PUBLIC WORKS DIRECTOR**

Voting Session: September 7, 2023

Presenter: **ROBERT W. DREWRY**

Public Hearing: Yes _____ No X

Agenda Item Title: Request Board approval of proposal from Davis Engineering and Surveying for engineering services on Elliott Road.

Background Information:

Over the last several years, there has been a lot of discussion concerning the improvements to Elliott Road. Elliott Road is a substandard narrow road with structural failures below the pavement and very limited drainage. The edge of pavement is unraveling in most locations primarily due to poor drainage and vehicles having to pull off to allow passing cars. In 2021, Davis Engineering was commissioned to prepare a survey for a new right of way 40 feet in width, and a public meeting was held to solicit comments for the proposed realignment and widening of Elliott Road. Following the public meeting, on May 5, 2022, the Board of Commissioners provided staff guidance to improve the road without purchasing additional right of way. In general, the consensus of the previous board was to utilize the existing right of way, acquire temporary easements as necessary, field fit shoulder "pull offs" for improved sight distance and no impacts on the westerly end. Work to include resurfacing Sunset Drive and Ruby Lane.

Current Information:

Per the board consensus, staff solicited Davis Engineering & Surveying to provide a proposal accordingly. Staff's goal is to design and build a road using public funds to acceptable engineering standards for the safety of the traveling public that will extend the life of the road.

Their proposal provides a scope of service for:

- I. Surveying Services to update the existing survey to include topographic and underground data and;
- II. Civil Design Services to prepare construction plans that satisfy the county requirements as outlined from the May 5, 2022, board meeting and provide an estimated construction cost estimate, including a layout plan, road alignment design, drainage plan, road plan/profile and erosion and sedimentation control plan.
- III. Other services at an hourly fee as needed such as construction staking and permitting.

The proposal fee is \$29,000. Because Davis Engineering has already researched right of way limits and has survey data on file, staff recommends using Davis for engineering services. Staff believes this to be an acceptable fee and recommends adding 20% contingency funds for the Other Services for a total fee of \$34,800.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325	4220		\$34,800			

Recommendation/Motion:

Department Head Authorization: _____RWD_____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 8/28/23

County Manager Authorization: _____j. Leverette_____

Date: 8-29-23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

August 17, 2023

**Dawson County
Elliot Road Project
Elliott Road, Dawsonville GA**

Mr. Drewry:

THIS AGREEMENT made and entered into, by and between Davis Engineering & Surveying, LLC, hereinafter called "DES," and you, "client," is for the services described under the "Scope of Services" section of this Agreement. This proposal briefly discusses our understanding of the scope of work and our fees for the services to be provided. DES reserves the right to adjust the fees quoted herein after 14 days, if necessary.

SCOPE OF SERVICES:

DES, (Consultant) shall provide the following professional services for the property referenced above.

I. SURVEYING SERVICES

Update existing survey to include topographic data & underground utilities as located by a subcontractor.
\$5,000.00

II. CIVIL DESIGN SERVICES

Prepare construction plans that satisfy the Dawson County requirements for the Elliot Road Project (**attached scope**) including road layout plan, road alignment design, grading and drainage plan, road plan/profile, erosion and sediment control plan and all applicable notes and details. Included is an engineer's estimate of the construction project costs. **\$24,000.00**

III. CONSTRUCTION LAYOUT SERVICES

Construction staking to provided as needed and billed at current hourly rates. (See attached rate sheet.)

IV. ADDITIONAL SERVICES

Services and compensation listed above are to be performed ONE TIME ONLY. Any additional work requested on the part of the Client or Contractor will be considered additional services and will be invoiced at current hourly rates unless specified (provided upon request).

FEES AND TERMS OF PAYMENT

***Our fee and payment terms for the above scope item(s) is as follows:
20% due upon receipt of the signed proposal, 65% due upon first submittal,
and remaining 15% due after addressing one set of comments.***

Lump Sum Fee: \$29,000.00

Payment Terms: Payment will be due as stated on the invoice. An Administrative Fee of \$30.00 will be charged to accounts 30 days past due, and past due accounts are subject to a monthly 1.5% finance charge (18% Annual Rate).

FUNDAMENTAL ASSUMPTIONS

This Agreement, and the fees contained herein, are subject to the following fundamental assumptions:

1. This proposal includes addressing comments required by the permitting department (one time only).
2. Only those services specifically listed within this proposal are included. CAD file requests will incur a \$25

- fee for preparation and delivery. Any future additional services will require additional fees. All reimbursable items, including postage, shall be billed at cost plus 15%.
3. Adverse field conditions, beyond the control of DES and as determined by the Consultant, may require a change in the project schedule and/or fees. Prior to any modification to scope or fees, DES will immediately inform the Client by phone and in writing and the two parties shall amend this agreement before proceeding with the project. In the event that a modified agreement cannot be reached, work shall cease and the Client shall be responsible for fees associated on a percent completed basis.
 4. DES requires written notice for all project cancellations. For cancellation requests received prior to the start of work, a minimum cancellation fee of 20% of the project fee will be due upon cancellation to cover administrative tasks associated with the project. For all other cancellations, the Client will be invoiced for the work completed through the cancellation date and payment is due upon receipt.
 5. Client will act as, or may assign, one primary contact for communications and required decisions. Excessive communication points during the course of a project, defined as requiring more than of 50% of the estimated project management hours, regardless of the form for communication, will result in additional fees.
 6. In the event of boundary conflicts and/or other unforeseen issues which require additional work to resolve, we may require additional surveying fees and/or extensions of the time of delivery. In such event, we will notify you prior to proceeding with additional work required to complete the survey.
 7. This proposal does not include reviewing and addressing comments required by attorneys or title insurance companies.
 8. DES requires that you are authorized to grant, or will obtain, permission for our personnel to enter the site. It is the recommendation of DES that you notify all affected parties, especially property adjoiners, of our presence as soon as possible to avoid delays in completing your scope of work.
 9. It shall be the sole responsibility of the Client to provide access to all properties for surveying and design. DES is prepared to assist and expedite this process through the use of temporary easements if required.
 10. Due to the nature of the scope of services agreed upon in this proposal, the Client inherently agrees that survey control points (nails, stakes, rebar and/or other markers) may be set at random locations that have no relationship to actual property boundaries or layout. Random survey traverse lines will be trimmed out through native areas in a way that causes minimal impact to existing vegetation and allows visibility between these points. In order to assist the Consultant, these control points will have wood stakes, survey flagging tape in various high visibility colors, paint and/or other materials placed in close proximity. Please note that these control points, trimmed lines and other related materials, markings, etc. are evidence of surveying activity and are not to be considered as any evidence or indication of boundary monumentation, boundary lines, ownership, or possession. Also note that property line marking, when made a part of the above scope listed in the agreement for services, is a separate activity that may produce evidence similar to survey control points, but is not to be confused with survey traverse lines.
 11. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
 12. The Client accepts the Consultant's Standard Terms and Conditions (Exhibit B).

MISCELLANEOUS

If this Agreement meets with your approval insofar as describing the scope of those services you expect of us, and our expectations concerning compensation for the same, please execute Exhibit A on the following page. We appreciate this opportunity to be of service to you.

Sincerely,

Payton Anderson (panderson@davisengineers.com)

Elliott Road

Based on the May 5, 2022 Board of Commission Work Shop. The consensus of the Board is as follows:

- Utilize existing right-of-way
- May acquire temporary construction easements particularly where need to re-grade slope in the curve
- Overlay existing road
- On the easterly side, field fit a 2'-4' shoulder and pull offs where the existing right-of-way is wider (40'+/-) and for improved sight distance
- Overlay Sunset Drive and Ruby Lane while we are out there
- No impacts on westerly end at beginning of road

Next step:

- Verify donated right-of-way from "Grandview on Lanier" development. If not, proceed with obtaining donation from developer
- Per Board consensus, obtain proposal from Davis Engineering & Surveying to:
 - update existing survey to include topo and underground utilities
 - design road alignment
 - prepare construction plans
 - estimate construction costs
 - construction staking

**STANDARD TERMS AND CONDITIONS
OF AGREEMENT FOR PROFESSIONAL SERVICES (Exhibit B):**

The Client (hereinafter referred to as Client) and Davis Engineering & Surveying, LLC (hereinafter referred to as DES) identified on the front of this Agreement agree that services covered by this Agreement for Professional Services (hereinafter referred to as Agreement) shall be performed in accordance with the following Standard Terms and Conditions:

Standard of Care. DES will perform services with the degree of skill and care ordinarily exercised by comparably qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality of the project. Data interpretations and recommendations by DES will be based solely on information available to DES. DES makes no warranty, express or implied, as to its professional services rendered under this Agreement or otherwise and specifically excludes any implied warranty that the services bargained for in this Agreement are suitable for Client's project. Client shall promptly notify DES with reasonable specificity of any deficiencies or suspected deficiencies in the services of which Client becomes aware. Failure to notify DES shall relieve DES of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. Client acknowledges that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. DES therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

Payment. Client agrees to pay DES for all charges for work performed. DES will invoice Client periodically. Payments to DES are due upon receipt of the invoice. Interest will accrue at the rate of 1.5% per month from the date of the invoice on all amounts not paid within 30 days of the date of the invoice. Payment from Client is not contingent upon successful completion of a real estate transaction or receipt of payment from a third party. If Client disputes any portion of an invoice, Client will notify DES in writing with specificity within 10 days of receipt of the invoice and pay the undisputed portion of the invoice. Nonpayment of any invoice within 10 days of the date of the invoice authorizes DES to immediately stop work on Client's project and to withhold all documentation on the project from Client, without incurring any liability for damages to Client or others. If any unpaid amounts are collected or attempts at collection are made by or through litigation or the services of an attorney, Client shall be liable for the reasonable attorney's fees and expenses of litigation incurred by DES. A fee of \$35.00 will be due for any returned check. Client understands that they cannot legally process a chargeback on any credit or debit card transaction, unless the transaction was in fact processed fraudulently. If a chargeback is processed as a means of obtaining a refund, DES reserves the right to pursue criminal charges against Client.

Additional Charges. Only those services specifically listed within this Agreement are included. Any future phases or additional services will require additional fees. DES services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Delays caused by acts or conditions outside the control of DES may cause an increase in the project cost. An unanticipated number of meetings between Client and DES may cause an increase in the costs incurred by DES and will be billed to Client at the hourly rate charged by DES. Unforeseen adverse field conditions may require an increase in the project schedule and fees charged to Client. Adverse field conditions include, but are not limited to, limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, actions of other property owners, restricted hours of operation or other field conditions beyond the control of DES. Client and DES will agree in writing to any changes in scope and fee before proceeding with the project. Client shall be responsible for all governmental fees associated with the work performed under this Agreement and any other fees not specifically covered by the terms of this Agreement. Client shall reimburse DES for responding to any subpoena or governmental inquiry or audit related to this Agreement, whether prior to or following completion of the project, at DES's standard rates then in effect. Any direct project expenses incurred or provided by DES including but not limited to travel, subsistence, communications, printing, specialized equipment rental and outside professional services will be paid by Client at cost plus 15% unless otherwise addressed within the Agreement.

Confidentiality. Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by DES pertaining to Client's project or this Agreement including terms of this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of DES.

Independent Contractor. DES is an independent contractor and not an employee of Client and DES is not empowered under the Agreement to make any binding commitments or contracts on Client's behalf nor to supervise any part of Client's project or other contractor's work for any purpose whatsoever.

Disputes. Any legal action between Client and DES arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Lumpkin County, Georgia, regardless of who initiates the legal action. If DES is the prevailing party in any lawsuit decided by a judge or jury, DES shall also be entitled to judgment for its reasonable expenses of litigation, including attorney's fees. Client agrees to indemnify, hold harmless and defend DES from any third party action arising out of or related to this Agreement or to services provided by DES.

Limitation of Liability. Client agrees that the liability of DES under this Agreement for all purposes shall be limited to the total fee for services rendered on this project. At additional cost, Client may obtain a higher limit prior to commencement of DES's services upon written request. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. DES shall not be liable for errors or omissions which are not disclosed to DES in writing, within one (1) year of the date of this Agreement. This Agreement is not intended to and shall not confer upon any person other than the parties hereto, their respective permitted successors and assigns, any rights or remedies hereunder. DES assumes no liability for damage to others who are not a party to this Agreement. Client agrees to indemnify, hold harmless and defend DES from any third party action related to this Agreement and services provided by DES. DES shall not be liable for damages resulting from the actions or inactions of governmental agencies. DES shall act as an advisor only in all governmental relations unless otherwise agreed by the parties hereto. Client shall be responsible for disclosing any information and providing all necessary documents related to the property or project necessary to DES's performance under this Agreement. Any delays, errors or damages caused by Client's failure to timely provide documents and accurate information is the sole responsibility of Client. Notwithstanding any other provision of this Agreement, DES, its shareholders, officers, directors, partners, employees, contractors or consultants shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement whether based upon negligence, strict liability, breach of contract and breach of strict or implied warranty or any other theory of recovery. Client shall require similar waivers of consequential damages protecting DES and all related parties in all contracts and subcontracts with others involved in this project.

Client's Responsibilities. Client will designate to DES in writing a person to act as Client's representative who is authorized to receive notices, transmit information and make decisions regarding the project. Except as otherwise agreed, Client will secure the approvals, permits, licenses and consents necessary for performance of the services. Client will provide DES with all documents and other information that are pertinent to the services and are reasonably available to Client, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before DES performs any subsurface activities, Client will provide DES with all plans and other information available to Client concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, DES will be entitled to rely upon the accuracy and completeness of the documents and information provided by Client.

Site Access and Site Conditions. Client will grant or obtain free access to the site for all equipment and personnel necessary for DES to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted DES free access to the site. DES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Agreement. Client is responsible for accurately providing the locations of all subsurface structures and utilities and wetland sensitive areas. DES will take reasonable precautions to avoid known subsurface structures and known wetland sensitive areas. Client waives any claim against DES and agrees to defend, indemnify, and hold DES harmless from any claim or liability for injury or loss, including all reasonable attorney's fees and costs of defense, arising from damage done to subsurface structures and utilities, and, unless DES has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate DES for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon DES's prevailing fee schedule and expense reimbursement policy.

Safety. Should DES provide observations or monitoring services at the job site during construction or other field activities as set forth in the Agreement, Client agrees that, in accordance with the generally accepted construction practice, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property

the performance of the work and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by DES does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

Monitoring. In the event that DES is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Agreement for Professional Services, DES will report its observation and professional opinions directly to Client. No action by DES or by DES's site representative can be construed as altering any Agreement between Client and others. DES will report to Client any observed conditions or events related to the work set forth in the Agreement. The DES representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, DES's presence on the site does not in any way guarantee the completion or quality of the performance of the work performed by any party retained by Client to provide field or construction-related services. DES will not be responsible for and will not have control or charge of the means, methods, techniques, or sequences, or procedures of construction or other field activities selected by Client or by any agent of Client other than DES.

Sampling or Test Locations. Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, DES reserves the right to deviate a reasonable distance from the location specified.

Discovery of Unanticipated Hazardous Materials. Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the project site, and that Client has informed DES of Client's findings relative to the possible presence of such materials. DES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of DES's services. DES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for DES to take immediate measures to protect health and safety. Client agrees to compensate DES for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials; Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold DES harmless for any and all consequences of disclosure made by DES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against DES and, to the maximum extent permitted by law, agrees to defend, indemnify, and save DES harmless from any claim, liability, or defense costs for injury or loss arising from DES's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Termination. Either party may terminate this Agreement at any time by giving written notice to the other. Termination shall be effective when received by the party being terminated. DES may terminate this Agreement at any time without prior notice due to nonpayment by Client. If this Agreement is terminated, DES shall be compensated for work actually performed and expenses incurred up to the date of termination. DES shall not be liable for any consequential damages, including but not limited to loss of use and loss of profit, incurred by Client because of the termination of this Agreement or any subsequent resumption of the project.

Reuse of Documents. All documents (also including electronic and computer formats) prepared by or furnished by DES pursuant to this Agreement are the copyrighted property of DES. Designs, reports, data and other work product delivered to Client are for Client's use only, for the limited purposes disclosed to DES. They are not intended or represented to be suitable for reuse by Client or others for any purpose, project or extension of project other than that specifically agreed to in this Agreement. Any reuse of documents prepared by DES without the specific written consent of DES is prohibited. If consent to reuse the documents is granted by DES, such reuse shall be at user's sole risk and without liability or legal exposure to DES and Client agrees to indemnify and defend DES against any liabilities resulting therefrom. Any improper use shall entitle DES to further compensation at rates then charged by DES. The parties agree that any breach of this paragraph by Client or others may result in irreparable harm to DES and that it is impossible to measure in money the damages that will accrue to DES as the result of such a breach. Therefore, the terms and provisions of this paragraph may be specifically enforced by DES in equity, and Client hereby waives the claim or defense that a remedy at law is adequate for a breach of any of the terms and provisions of this paragraph. Any technology, methodology or technical information learned or developed by DES shall remain its property.

Record Retention. DES will retain records for a maximum of seven (7) years from completion of project or termination of DES duties, whichever occurs first. Unless otherwise requested in writing prior to testing, test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, DES will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

Waiver. If one party waives enforcement of any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time, without further notice to the other party.

Assignments. The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Client agrees that it shall not assign or transfer its interest in this Agreement without written consent of DES.

Modification to Agreement. This Agreement represents the entire agreement between Client and DES and supersedes all prior negotiations, representations or agreements, either written or oral, for this project. No supplement, modification, or amendment of the Agreement will be binding unless executed in writing by all parties. These Standard Terms and Conditions shall govern over any inconsistent terms in the Agreement. Unless specifically excluded, all terms and conditions of the original Agreement shall apply to any modification or addendum. All additional work shall be charged to Client at the standard hourly rates charged by DES and at the rates in effect at the time work is performed, unless provided differently in the modification.

Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform and modify this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of Georgia.

Notices. All notices must be in writing. A notice may be delivered to a party at the address on the Agreement for Professional Services or to a new address that a party designates in writing. A notice may be delivered: (A) In person, (B) By certified mail, (C) By courier with independent verification, (D) By fax if receipt of which is verifiable.

Counterparts. The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart shall be treated as an original.

Survival. These terms and conditions and all limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion of the services under this Agreement or the termination of this Agreement for any cause.

Personnel. Client acknowledges that DES has specially trained personnel who perform the services hereunder and agrees that during the term thereof and for a period of twenty-four (24) months thereafter will not solicit or otherwise attempt to employ any such DES employee for the purpose of providing services that DES offers.

Holidays and Overtime. Any work scheduled by the Client except during the hours of 8am and 5pm (EST) on Monday through Friday or on Holidays shall be billed at current overtime rates equal to 1.5x current hourly rates. Observed Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Limited Liability Company Protection. Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted against DES, a Georgia Limited Liability Company, and not against any of DES's employees, officers, managers, or members.

EXHIBIT A
AUTHORIZATION TO PROCEED

If this Agreement meets with your approval insofar as describing the scope of those services you expect of us, and our expectations concerning compensation for the same, please execute in the space provided below. After all parties have signed, an executed copy of this Agreement will be sent to you. Following the executed Agreement, an invoice will be sent for any fees due prior to the start of work. The remaining fees will be due prior to release of the document(s). We appreciate this opportunity to be of service to you.

Proposal Acceptance:

The terms and conditions of this Agreement are accepted on _____ by _____.

Signature: _____

Primary Contact:

Name: _____ Phone: _____

Mailing Address : _____

City: _____ State: _____ Zip Code: _____

Email: _____

Name on Plat/Construction Documents: _____

Representing (If different from above):

Name: _____ Title: _____

Mailing Address : _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **PUBLIC WORKS**

Work Session: September 7, 2023

Prepared By: **ROBERT W. DREWRY, PUBLIC WORKS DIRECTOR**

Voting Session: September 7, 2023

Presenter: **ROBERT W. DREWRY**

Public Hearing: Yes _____ No X

Agenda Item Title: Request Board approve an Intergovernmental Agreement with Pickens County to accept recyclables from Dawson County Recycling Center.

Background Information:

Dawson County is ramping up a multi-stream recycling program and is preparing to take the recyclable items to Pickens County for processing. Pickens County has a successful recycling program and has established end markets with vendors to process. In accordance with the state law, an Intergovernmental Agreement (IGA) is necessary to establish the terms and conditions. The County Attorney has drafted an IGA and Pickens County has agreed to its content.

Current Information:

Attached is an Intergovernmental Agreement between Dawson County and Pickens County. The terms of IGA allow Dawson County to deliver recyclables collected at the Dawson County Recycling Center to the Pickens County Material Recovery Facility. No money is exchanged.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
N/A						

Recommendation/Motion:

Department Head Authorization: _____ RWD _____

Date: 08/18/2023

Finance Dept. Authorization: Vickie Neikirk

Date: 8/28/23

County Manager Authorization: Joey Leverette

Date: 8-28-23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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**INTERGOVERNMENTAL AGREEMENT FOR
USE OF MATERIAL RECOVERY FACILITY**

DAWSON COUNTY, a political subdivision of the State of Georgia, by and through the Dawson County Board of Commissioners, and PICKENS COUNTY, a political subdivision of the State of Georgia, by and through the Pickens County Board of Commissioners (collectively, the “Parties”), do hereby enter into this Intergovernmental Agreement for Use of Material Recovery Facility (“Agreement”), effective between the Parties on _____, 2023 (the “Effective Date”), by the terms hereof:

WITNESSETH:

WHEREAS, Dawson County does not, at present, offer a service to its residents to collect recycling items such as plastics, aluminum, and cardboard (“Recycling Materials”), yet it desires to do so; and

WHEREAS, Dawson County had previously offered a single stream recycling service to its residents through an agreement with its waste management contractor. However, the recycling services were terminated in 2022; and

WHEREAS, Dawson County desires to offer multi-stream recycling services to its residents; and

WHEREAS, Pickens County opened the Pickens County Recycling Center at 390 Appalachian Court, Jasper, GA 30143, which includes a Material Recovery Facility (“MRF”); and

WHEREAS, Pickens County has what is known among the Parties to be a successful recycling program that allows for additional Recycling Materials; and

WHEREAS, this Agreement memorializes the Parties’ understanding of the terms and conditions governing the provision of such intergovernmental agreement in accordance with Article IX, Section II, Paragraph I of the Georgia Constitution (i.e., the Intergovernmental Contracts Clause).

NOW, THEREFORE, for and in consideration of the provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledged, Dawson County and Pickens County agree as follows:

1. Upon collecting Recycling Materials from its residents and when collection bins become full, Dawson County shall arrange to have said Recycling Materials delivered to the MRF on the condition that prior to delivery, Recycling Materials are separated and cleaned. “Separated” shall be known between the Parties to mean that Recycling Materials are divided into categories representing their composition (plastic, aluminum, and cardboard).

Cleaned shall be understood by the Parties to mean free enough of non-Recycling Materials so as to unnecessarily inhibit the recycling process.

2. Pickens County's MRF shall accept said Recycling Materials from Dawson County during what is commonly known among the Parties as regular operating hours, Monday through Friday, excluding holidays.
3. Pickens County shall not unreasonably fail to accept delivery of Recycling Materials from Dawson County. In the event of equipment malfunction, inclement weather, or some other issue or interruption that prevents Pickens County from accepting Recycling Materials, Pickens County shall alert Dawson County as soon as is reasonably feasible to explain the problem and provide a good faith estimate of when service will be renewed.
4. Third Parties: Although either Dawson County or Pickens County may contract with third parties to achieve this Agreement's aims, this Agreement shall not be construed as, or deemed to be, an agreement for the benefit of, or a special arrangement to protect any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
5. Termination: The Parties agree that either Dawson County or Pickens County may terminate this Agreement by giving not less than ninety (90) days written notice of the intent to terminate this Agreement to the other party. The effective date of termination shall be stated in the notice.
6. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and shall be the sole instrument for the provisions of any delivery of Recycling Materials from Dawson County to Pickens County. This Agreement may only be modified or supplemented by written agreement approved by the Parties. All previous contracts and agreements between the Parties covering the subject matter set forth herein are expressly terminated.
7. Term: The term of this Agreement shall commence on the Effective Date and shall automatically renew on January 1 of each year unless either party tenders to the other, at least ninety (90) days' written notice prior to December 31 of the then current annual term.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and affixed their seals on the day and year set forth herein.

ATTEST:

DAWSON COUNTY, GEORGIA

Kristen Cloud, County Clerk

By: _____
Billy Thurmond, Chairman

Date: _____, 2023

ATTEST:

PICKENS COUNTY, GEORGIA

Lesa Thompson, County Clerk

By: _____
Kris Stancil, Chairman

Date: _____, 2023



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet

Work Session: 09/07/2023

Prepared By: Melissa Hawk

Voting Session: 09/21/2023

Presenter: Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB # 422-23 - Administrative Vehicles for Dawson County

Background Information:

SPLOST VII funds have been designated in the FY 2024 budget to purchase Administrative vehicles and Public Works equipment.

Current Information:

An IFB opened on July 6, 2023, for 9 vehicles ranging from a mid-sized SUV to a 550/5500 Series 4x4 truck with a dump body. Two offers were received and reviewed. The mid-sized SUV has been awarded through a PO to John Megel. The other 8 vehicles received bids from John Megel and Brennan Motors. The pricing for these vehicles is higher than that budgeted. Therefore, staff asks that the board reject the offer from Brennan Motors for all 9 vehicles and the offer from John Megel for all vehicles with exception of the mid-sized SUV. Staff would like to obtain pricing from the DOAS statewide contract 2024 ordering bank when opened. This ordering bank is expected to open late September to early October. Pricing received from this cooperative agreement has been better than that received from an IFB, but the county periodically releases IFBs to ensure the best pricing is received.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff respectfully requests the board reject all offers received with the exception of the pricing received from John Megel for the mid-sized SUV.

Department Head Authorization: Shannon Harben

Date: 08/22/2023

Finance Dept. Authorization: Vickie Neikirk

Date: 8/28/23

County Manager Authorization: J Leverette

Date: 8-28-23

County Attorney Authorization:

Date:

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _____ BOC _____

Work Session: September 7, 2023

Prepared By: Kristen Cloud / Natalie Johnson

Voting Session: September 21, 2023

Presenter: Billy Thurmond

Public Hearing: Yes _____ No

Agenda Item Title: Presentation of Request for Additional Funds for Board of Commissioners Budget

Background Information:

The Board of Commissioners is exceeding its 2023 budget in its education/training and travel line items. This is due to increased costs of training and related travel, as well as ACCG new commissioner core certification training.

Current Information:

We request \$10,600 to cover the current deficit as well as upcoming expenditures through the end of 2023.

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

Account	Fund	Dept.	Acct No.	Budget	Balance	Requested
Travel	100	1310	523500	\$6,000.00	(\$4,100.00)	\$8,100.00
Education & Training	100	1310	523700	\$6,000.00	(\$985.00)	\$2,500.00

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 8/28/23

County Manager Authorization: J Leverette

Date: 8/29/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments: