

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, OCTOBER 5, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

NEW BUSINESS

1. Presentation of Budget Request, Professional Services Exemption and Contract for the Personal Property Accounts- Chief Appraiser Elaine Garrett
2. Presentation of Environmental Protection Division Local Government Scrap Tire Abatement Reimbursement Grant Award for Tire Amnesty- Keep Dawson County Beautiful Interim Executive Director Robbie Irvin
3. Presentation of Request to Write Off Old, Uncollectable Ambulance Accounts- Chief Financial Officer Vickie Neikirk
4. County Manager Report
5. County Attorney Report

****A Voting Session meeting will immediately follow the Work 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 AGENDA FORM

Department: Tax Assessors Office

Work Session: 10/05/2023

Prepared By: Elaine Garrett/Melissa Hawk

Voting Session: 10/05/2023

Presenter: Elaine Garrett

Public Hearing: Yes ☒ No ☐

Agenda Item Title: Presentation of Request to Approve Professional Services Exemption and Contract for the Personal Property Accounts

Background Information:

The tremendous growth seen in Dawson County has given an increase in real property parcels, business, and boat accounts. The growth we have seen triggers an increase in permits, sales transactions, business accounts, boat accounts and field visits. All of the increases in workload results in the need for additional employees to stay current with data entry. Over the last two years our office has seen the parcel count increase by 9%, ownership changes increase 28%, homestead exemption applications increase by 39%, conservation use application filings increase by 105%, and our appeal volume increase by 664%. This workload has been managed by one, sometimes two employees. Given the increase, there needs to be three employees assigned to cover the workload.

Current Information:

We are requesting a professional services exemption and contract for the personal property accounts in the Tax Assessor's office. There are currently two employees assigned to maintain the personal property department, which consists of all business accounts and marine equipment accounts. By contracting all of our personal property department with Deen's LLC, this would enable two employees to be reassigned to real property work. The annual cost of the Deen's LLC contract is less than the salary and benefits for one employee. Deen's LLC would have three employees assigned to handle our personal property workload for less than the costs of one employee in Dawson County. We would need to purchase two PCs and 2 SPLASHTOP licenses. In 2023, the total cost is \$15,290.00 (\$11,990.00 for Deens LLC & \$3,300.00 for equipment/licenses. Fiscal Year 2024, 2025 and 2026's cost is \$60,072.60.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1550	521200			\$11,990.00	
100	1550	531600			\$3,300.00	

Recommendation/Motion: Staff respectfully requests the Board to approve a budget increase to the Tax Assessor's Office in the amount of \$15,290.00; to approve a professional agreement exemption and contract to Deens LLC to perform the scope for personal properties.

Department Head Authorization: Elaine Garrett

Date: 09/26/2023

Finance Dept. Authorization: Vickie Neikirk

Date: 9/27/23

County Manager Authorization: Joey Leverette

Date: 10/4/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Professional Services Agreement with Deen's LL

PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is made and entered into this ____ day of _____ by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner" or "County"), the **Dawson County Board of Tax Assessors ("Board of Tax Assessors")** and **Deen's, LLC**, (hereinafter referred to as the "Consultant") under seal for all professional services called for in Exhibit "A"; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

The Board of Tax Assessors desires to retain Consultant to provide certain services to produce schedules and tables for personal properties in Dawson County, Georgia. Pursuant to O.C.G.A. § 48-5-298(a), the Board of Tax Assessors, with the approval of the County, may enter into contracts with persons to: assist in the mapping, platting, cataloging, indexing, and appraising of taxable properties in the County, make reevaluations of taxable property in the County, and search out and appraise unreturned properties in the County. The County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement. The Consultant has represented that it is qualified by training and experience to perform the Work. The Consultant desires to perform the Work under the terms and conditions set forth in this Agreement. The public interest will be served by this Agreement.

In consideration of the mutual promises, the public purposes, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, all Change Orders, as agreed upon in writing by both parties, and Attachment "A", issued hereafter, the consultant confidentiality and disclosure agreement, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Exhibit "A" Scope of Work. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

1.6 Ownership of Contract Documents

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

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

COVENANTS OF CONSULTANT

2.1 Expertise of Consultant

2.1.1 Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

2.1.2 Consultant will supply competent qualified people to perform the services outlined in this agreement. The Consultant will be responsible for reviewing property while providing their own transportation with no liability to the county. During the term hereof, the Consultant shall devote its best efforts and such time and attention to its duties hereunder as is necessary and proper to provide satisfactory Services to the Owner pursuant to this Agreement. The Consultant does not provide any warranty or guarantee any values. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

2.2 Budgetary Limitations

2.2.1 Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

2.3 County's Reliance on the Work

2.3.1 The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

2.4 Consultant's Reliance on Submissions by the County

2.4.1 Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

2.5 Consultant's Representative

2.5.1 **Earnie Alfred Deen** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

2.6 Assignment of Agreement

2.6.1 The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

2.7 Conflict of Interest

2.7.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Dawson County Code of Ethics. Consultant represents and warrants that there are no circumstances which create any conflict of interest by Consultant's performance hereunder.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants proposal document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: assisting in maintaining personal property tax records, preparing annual assessments, ensure personal property returns and personal property notices of assessments information is prepared timely, defending appeals, required re-evaluations, schedule updates, excessive field reviews and day-to-day general office support for day-to-day operations. The

Consultant shall furnish of any required insurance; provision of required certifications and documentation; provision or furnishing of labor, supervision, services, materials, supplies. The Consultant shall provide equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract when not working within the Dawson County Courthouse. The work to be performed by the Consultant is detailed in Exhibit "A", attached hereto and incorporated herein by reference; however, the terms herein shall control over any conflicting terms that may be included in Exhibit "A".

4.1 Independent Contractor

4.1.1 Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of the Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by the Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

ARTICLE IV

CONTRACT TIME

4.1 Time

4.1.1 The Consultant shall complete the work within time specified in the Scope of Work within Exhibit "A" and Exhibit "B" upon receipt of the notice to proceed.

4.2 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract. Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work; in part to ensure adequate time for the Company to comply with time-sensitive matters associated with the mailing of tax returns in a timely manner.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Consultant the flat/fixed fee calculated in accord with Exhibit "B", the amount of **eleven thousand nine hundred eighty-nine dollars and ninety-four cents (\$11,989.94) for the 2023 term and sixty thousand seventy-two dollars and sixty cents (\$60,072.60) annually for each renewal year option.** The Consultant and Owner shall periodically review project progress and schedules to ensure timely completion of work.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within Exhibit "A". The parties agree that the Owner shall review and approve any

proposed billing rate adjustments of the Consultant before any such billing rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant's Project Manager shall be Earnie Alfred Deen, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

6.2 Personnel, Sub-Consultants and Suppliers

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

6.3 Notice of Personnel Changes

6.3.1 The Consultant's key personnel identified within this Agreement shall not be changed or be substituted without the prior written approval of the Owner.

ARTICLE VII

PAYMENT TO THE CONSULTANT

7.1 Payment

7.1.1 The Owner shall pay to the Consultant in accordance with Exhibit "B" and on a mutually agreeable invoicing schedule for work completed. Invoices shall be paid per Owner policies and procedures, which is typically thirty (30) calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

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

7.1.3 No progress payment by the Owner shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

7.2 Withheld Payment

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

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

7.3 Completion and Final Payment

7.3.1 When all of the work is complete, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Invoice for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Consultant except for those claims previously made in writing against the Owner by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required from Owner

8.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any. The Owner will provide funds for printing and postage to send out all correspondence and notices to the taxpayers. All documents to the taxpayers shall be approved and signed by the Owner.

8.1.2 The Owner will supply office space and reasonable storage and workspace to complete the work required, along with 2 dedicated machines with remote access. The Owner shall also be responsible for allowing remote access to the network by the Consultant, specifically the CAMA system, for work to be completed remotely. The Owner will be responsible to supply at no charge to the Consultant the current year documents, such as property record cards, returns, maps and any other documentation needed by the Consultant to satisfactorily complete their required duties.

8.2 Right to Stop Work

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

8.3 Owner's Right to Perform Work

8.3.1 If the Consultant's work is stopped by the Owner under Paragraph 8.2 and the Consultant fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Consultant, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Consultant shall pay the difference to the Owner.

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

8.5 Right of Entry

8.5.1 The County shall provide for right of entry for Consultant and all necessary equipment in order for Consultant to complete the Work.

8.6 No Personal Liability

8.6.1 Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's

performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

ARTICLE IX

THE CONSULTANT

9.1 The Consultant shall perform the work strictly in accordance with this Contract.

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

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, and that the work will be of good quality and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

9.5 Cleaning the Site and the Project

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

9.6 Indemnity

9.6.1 The Consultant hereby agrees to indemnify and hold the County harmless to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement.

9.7.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall

constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.7 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

10.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. **ELAINE GARRETT, Chief Appraiser**, or the current Chief Appraiser shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section XI below. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager and County Purchasing Manager. Acceptance of the change order will be reflected on the project purchase order and result in a Contract Amendment issued by the Purchasing Manager. If any Change Order/Contract Amendment results in the expenditure of funds not currently budgeted, the Change Order/Contract Amendment must be approved by the Dawson County Board of Commissioners.

10.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for all work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the specifications and the judge of the performance by the Consultant.

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

10.1.5 The Owner's Representative will review the Consultant's Invoices and will certify those amounts then due the Consultant as provided in this Contract.

10.2 Claims by the Consultant

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

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

10.2.3 *Claims for Additional Time*

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's

control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

10.2.4 *Claims for Weather Delays*

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

10.2.5 *Excusable Delays*

10.2.5.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ARTICLE XI

CHANGES IN THE WORK

11.1 *Changes Permitted*

11.1.1 ***County's Right to Order Changes.*** The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the Owner 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. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record. All Change Orders are to be processed through the County Purchasing Manager to the County Manager as a Contract Amendment.

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

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order and Contract Amendment issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Contract Amendment.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Consultant

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, then the Consultant may terminate performance under this Contract by written notice to the Owner. In such event, the Consultant shall be entitled to recover from the Owner as though the Owner had terminated the Consultant's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

12.2 Termination by the Owner

12.2.1 *for Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

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

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

12.2.1.4 The Consultant shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Consultant an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(b) Absent agreement of the amount due to the Consultant, the Owner shall pay the Consultant the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Consultant would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Consultant under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 *for Cause*

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is

guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

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

12.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Comprehensive Automobile Insurance (owned, non-owned, hired) in an amount equal to Five Hundred Thousand (\$500,000) Dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Professional Liability Insurance in an amount of One Million (\$1,000,000.00) Dollars limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts; Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.

13.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Insurance, as allowed by Georgia law, as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

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

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

13.1.5 The Consultant shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required by this document.

13.1.6 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.

13.1.7 Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

13.1.8 The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

13.1.9 Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

13.1.10 Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

13.1.11 The County shall be named as an additional insureds and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law and Venue

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be the Superior Court of Dawson County, Georgia

14.2 Successors and Assigns

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

14.3 Captions and Severability

14.3.1 The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the parties agree that each of the provisions included in this Agreement are separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

14.4 Merger

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

14.5 Confidential Information

14.5.1 While performing services for the Owner, 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 Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from

the Owner is provided. The Consultant will abide by the Consultant Confidentiality and Disclosure Agreement.

14.5.2 All documents and materials prepared pursuant to this Contract shall be the property of Dawson County. The Owner 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.

14.5.3 Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

14.5.4 Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

14.6 Litigation and Arbitration

14.6.1 The Owner 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, the Georgia Arbitration Code. Venue for any litigation arising for arbitration 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 eighty (180) days after such claim, dispute or other matter.

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

14.8 Term of Agreement

14.8.1 This Agreement shall commence on the date executed and shall terminate on 31st day of December, 2023 with three (3), one (1) calendar year renewals permitted if both parties agree. This contract shall be automatically renewed on January 1st of each renewal option year 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.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall terminate absolutely and without further obligation on the part of the Owner 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.

14.9.2 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.

14.10 Employment of Unauthorized Aliens Prohibited: E-Verify Affidavit

14.10.1 It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits Band C (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

14.10.2 The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit B, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

14.10.3 In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit C, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

14.10.4 Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

14.10.5 Consultant agrees that the employee-number category designated below is applicable to the Consultant.

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☒ Fewer than 100 employees.

14.10.6 Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

14.10.7 The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

14.11 Records, Reports and Audits

14.11.1 Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers,

orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

14.11.2 Reports and Information:

(a) Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

14.11.3 Audits and Inspections:

(a) At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

14.12 Licenses, Certifications and Permits

14.12.1 The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

14.13 Authority to Contract

14.13.1 The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

14.14 Ownership of Work

14.14.1 All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

14.15 Nondiscrimination

14.15.1 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

14.16 Business License

14.16.1 Consultant must provide a current business license prior to commencement of the services to be provided hereunder. If a current business license is not available, Consultant shall apply to the County for a business license, pay the applicable business license fee, maintain said business license during the term of this Agreement.

14.17 Waiver of Agreement

14.17.1 No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

14.18 Third-Party Rights

14.18.1 This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

14.19 Sovereign Immunity

14.19.1 Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

14.20 Force Majeure

14.20.1 Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

14.21 Notices

14.21.1 All communications relating to the day-to-day activities of the Work shall be exchanged between Elaine Garrett, Chief Appraiser, for the County and Earnie Alfred Deen for the Consultant.

14.21. 2 All other notices, requests, demands, writings, or correspondence, as required by this Agreement, to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:

Dawson County Board of Commissioner

Attn: Melissa Hawk

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Email: mhawk@dawsoncounty.org

Consultant:

Deen's, LLC

Attn: Earnie Alfred Deen

P. O. Box 87

Mershon, GA 31551

Email: al@deens.org

-Signature Page to Follow-

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

OWNER:

DAWSON COUNTY BOARD OF
COMMISSIONERS

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

DAWSON COUNTY BOARD OF
ASSESSORS

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

CONSULTANT:

DEEN'S, LLC

By:  _____

Name: Karyle A. Head

Title: CEO

Date: 09-19-23

Attest:

By:  _____

Name: John Luna

Title: President

-Exhibit "A" To Follow-

EXHIBIT "A"

SCOPE OF WORK

The Consultant will be available during this Agreement to field any assessment questions that may arise and provide direct assistance to the appraisers and support staff within the office. The Consultant agrees to provide detailed explanation and remote training for any personal property appraisal staff in the office should they be interested in the appraisal process of personal property.

The Consultant shall provide qualified personnel to perform these services. The Consultants will provide **Al Deen, Appraiser III, John Lunsford, PMP, Tress Redish, Appraiser III** as personal property tax digest compliance consultants, certified appraisers with the Georgia Department of Revenue, at the discretion of the Board of Tax Assessors along with the Chief Appraiser to work at their will on an as needed basis during the execution of this agreement. If the Consultant determines subcontractors are needed for this work, they must first be approved in writing by the Purchasing Manager and the Chief Tax Assessor.

All services provided by the Consultant shall meet and exceed the requirements in the Appraisal Procedures Manual (APM) and the Georgia ad valorem tax statutes, including the following:

1. The Consultant and the Owner's appraisal staff shall process the returns in accordance with the policies and procedures set by the Owner and the Board of Assessors consistent with Georgia law, rules and regulations (including the APM).
2. All personal property accounts (including marine and aircraft) shall be processed each year with annual depreciation applied to the cost approach to value each year when the cost approach is the methodology applied.

The Consultant will be responsible for performing the duties required of the personal property appraiser's position, including but not limited to, assisting in maintaining property tax records in a current condition, assisting in preparing annual assessments for the Owner and the Board of Assessor approval and ensure mailing of the annual personal property returns and personal property notices of assessments at the expense of the Board, assisting in defending appeals as necessary, assisting in providing information to the Georgia Department of Revenue as needed, CAMA support and reporting requests, processing personal property returns and digitizing personal property files, reconciling Freeport applications, work the DNR and Sales Tax Listing as provided by Gap Group, itemize asset detail in the CAMA system when provided with the return, correct useful life groups for assets as needed when processing returns, perform personal property field reviews as needed, assisting with general property tax administration duties in assisting in preparation of the Personal Property Tax Digest for all digests included within the term of the contract. During the term hereof, the Consultant shall devote its best efforts and such time and attention to its duties hereunder as is necessary and proper to provide satisfactory Services to the Board pursuant to this Agreement. This proposal excludes pre-billed mobile homes.

These responsibilities are intended to include the normal, routine maintenance for general staff support to the chief appraiser as needed and directed by the chief appraiser. Any required re-evaluation, including but not limited to, schedule updates, excessive field reviews, personal property audits or any other work outside of the normal, routine annual maintenance required for

the submission of the annual personal property tax digest SHALL be contracted separately. Furthermore, under this proposed support contract, the Consultant would be available over the term of the contract to the staff of the Dawson County Tax Assessors Office for general support in the day-to-day operations of the office, including but not limited to:

- Offsite support as scheduled via remote access
- The Consultant will be responsible for all data entry required by the scope of services defined herein.
- Attendance at Board of Assessor meetings as needed and scheduled with appropriate notice
- General training throughout the process as appropriate for the Board and the Consultant
- Comprehensive operation of the Dawson County Personal Property Department—turn key—
- Meet with property owners regarding personal property questions as needed

-End of Exhibit “A”-

EXHIBIT “B”

CONTRACT PRICE

In consideration of the Consultant furnishing the services identified in this Agreement, the Owner shall pay the Consultant the sum of eleven thousand nine hundred eighty-nine dollars and ninety-four cents (\$11,989.94) for the initial 2023 term, which equates to one thousand nine hundred seventy-seven dollars and eighty-four cents (\$1,977.84) for October 20, 2023 – October 31, 2023; five thousand six dollars and five cents (\$5,006.05) for the month of November, 2023 and five thousand six dollars and five cents (\$5,006.05) for the month of December, 2023.

The Owner shall pay the Consultant the sum of sixty thousand seventy-two dollars and sixty cents (\$60,072.60) annually, to be paid monthly at the sum of five thousand six dollars and five cents (\$5,006.05), for each one-year renewal option term for 2024, 2025 and 2026. To be invoiced by the Consultant to the Owner monthly by the tenth of the month, to be paid by the Owner net thirty of each month.

The Consultant will be responsible for any travel expenses, meal expenses, and business expenses for its employees during this program with the Board having no additional costs outside this agreement.

ALL COSTS TO THE COUNTY IS LISTED ABOVE FOR THE TOTAL SCOPE OF WORK HEREIN AS LISTED ON EXHIBIT “A” WITHIN THIS CONTRACT.

-End of Exhibit “B”

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,
20_____ appeared before me _____, a Notary Public, in
and for _____, and being by me first duly sworn states that all
sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work
performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____(Consultant), last
signed _____, 20___ for the Professional Services Contract Personal Property Assessments, Appeals
and Miscellaneous Services.

BY:_____

TITLE:_____

DATE:_____

Subscribed and sworn to before the _____ day of _____, ____

My commission expires on the _____ day of _____, ____

NOTARY PUBLIC
(Notary Seal)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Keep Dawson County Beautiful

Work Session: Oct. 5, 2023

Prepared By: R. Irvin

Voting Session: Oct. 19, 2023

Presenter: R. Irvin

Public Hearing: Yes _____ No _____

Agenda Item Title: Tire Amnesty EPD STAR Grant Award

Background Information:

EPD is committed to cleaning up scrap tires in Georgia and encourages local governments to assist with this effort by applying to the Local Government Scrap Tire Abatement Reimbursement (STAR) Program. Cities, counties, and solid waste management authorities are eligible for this program that covers the costs of removing, transporting, and processing scrap tires cleaned up from scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

Current Information:

KDCB is requesting the BOC accept this grant award for two tire amnesty events in 2024. Grant applications have been accepted and will be forwarded to the Director of EPD for final approval once agreements have been signed.

Event Dates: May 11, 2024 and Nov. 9, 2024

Alternate Dates: May 18, 2024 and Nov 16, 2024

*KDCB already has funds for tire amnesty events and said event budgets are not contingent upon the acceptance of this grant.

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: Vukri Neikuh

Date: 9/26/23

County Manager Authorization: JL Smith

Date: 9/26/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

--

GA EPD Scrap Tire Amnesty Application

I. CONTACT INFORMATION

Dawson County		Robbie Irvin		Robert Drewry	
Government/Authority	Public Works	Project Manager	Stormwater Manager	Secondary Contact	Public Works Director
Federal Tax ID	58-6011882	Title	irvin@dawsoncountyga.gov	Title	rdrewry@dawsoncountyga.gov
Mailing Address	60 Transportation Lane	Email		Email	ov
City/State/ZIP	Dawsonville, Ga 30534	Phone	706-344-3500 X 44412	Phone	706-344-3500 x 5001
County	Dawson				

II. AMNESTY EVENT INFORMATION

Keep Dawson County Beautiful Tire Amnesty Day	5/11/2024	5/18/2024
Event Name	Event Date(s)*	Alternate Date(s)

*NOTE: Application must be submitted at least 90 days before event begins. If the date changes after execution of the agreement, the awardee must notify EPD in writing of the new date and the reason for the change. If events are more than one week apart, each event must have a separate application and contract.

A. COST ESTIMATE

Enter the estimated number of each type of scrap tire that will be collected:

Type of Tire	Number of Tires
Passenger	1000
Truck	0
Large Off-the-Road (OTR)	0

Enter fixed costs (from your tire carrier and/or processor):

Service	Cost
Rate Per Ton	\$ 170.00
Inbound Freight	\$ -
Flat Fuel Charge	\$ 250.00

The values in this table will fill in automatically based on what is entered above:

Type of Tire	Passenger Tire Equivalent (PTE)	Tons of Tires
Passenger	1,000	11.24
Truck	0	0.00
Large Off-the-Road (OTR)	0	0.00
Total	1,000	11.24

The total estimated costs will be displayed here:	Estimated Tons	Estimated Processing Cost	Cost per PTE
	11.24	\$2,160.11	\$2.16

B. COLLECTION AND STORAGE

List all collection and post-event storage locations:

Facility Name	Address	City	ZIP	Collection Storage?	Post-Event Storage?
Dawson County Public Works	60 Transportation Lane	Dawsonville	30534	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

Is the temporary storage site approved or permitted by EPD to store scrap tires?

- ☐ ☒

Yes - List the approval/permit

No - Sites must be approved or permitted by EPD before the contract is executed OR applicants may submit a Tire Storage Letter. See "Storage" tab below for guidelines.

C. CARRIERS AND PROCESSORS

List the tire carrier(s) you plan to use and their permit number(s).*

Carrier	Name	Permit Number
Carrier	Dawson County	N/A

NOTE: You must use a GA EPD approved tire carrier and scrap tire processor. If you change carriers or processors after the execution of the agreement, you must notify EPD in writing of the new contractors and the reason for the change.

List the beneficial reuse scrap tire processor(s) you plan to use and their permit number(s).*

Processor	Name	Permit Number
Processor	Quality Tire Recycling	018-002-STP

You can find lists of permitted tire carriers and permitted/approved beneficial scrap tire processors on the STAR program's website: <https://epd.georgia.gov/star-program>

III. ACKNOWLEDGEMENTS

	YES	NO	N/A
Permitted tire carriers and permitted beneficial reuse scrap tire processors will be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Procurement of contractors will follow current city/county procurement policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate safety measures will be taken while performing scrap tire abatement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liability waivers will be completed for volunteers, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If there are any changes in the project after the execution of the agreement, awardee will notify EPD in writing (e.g., estimated cost of project, event date, location of temporary storage/collection sites, carriers/processors).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To the best of your ability, scrap tires will not be collected from businesses that generate scrap tires (e.g., retail tire dealers).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
While awaiting transport to a scrap tire processor, tires will be stored in a manner that is protective of human health and the environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All scrap tires collected during the event will be removed within 30 days of event date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final report, reimbursement request, and other required documents will be submitted to EPD within 90 days of event date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. AUTHORIZATION

I, the undersigned authorized representative, certify that to the best of my knowledge, the information contained herein is true and correct.

Name: Robbie Irvin
 Title: Stormwater Manager
 Address: 80 Transportation
 City/State: Dawsonville, Ga
 ZIP: 30534

Date: 8/21/2023

Signature

Robbie Irvin, Executive Director KUCB

To use the e-sign feature:

1. Save this document to your computer;
2. Click on 'View Signatures' at the top;
3. Click the down-arrow next to 'Signer 1' in the pop-up window at the right;
4. Click 'Sign' and type your signature in the box

APPLICATION INSTRUCTIONS

Email this completed form and any required attachments to: epd.star@dnr.ga.gov. Please include the local government name in the subject line.

Questions? Email epd.star@dnr.ga.gov.
 Please allow 90 days for processing.

Guidance for Temporary Storage of Scrap Tires

Please follow this guidance if your local government or authority is applying to the local government reimbursement program and will be temporarily storing scrap tires at a location that does not have a valid solid waste approval or solid waste handling permit issued by the Environment Protection Division.

On city, county, or authority letterhead, write a statement which addresses the following information for approval of the temporary storage of scrap tires.

Storage
How will the tires be secured when the site is unattended (e.g., perimeter fence with a locked gate, enclosed trailer with a locked door)?
What are the dimensions of the tire storage area? By regulation, this can be no greater than 10,000 square feet and no higher than 15 feet.
If the property is not owned by the local government or authority, include owner information and a permission letter signed by the owner.

Fire Protection
There will be a 50-foot wide fire lane around the tire storage area.
No open flames will be allowed within 25 feet of the tire storage area.
The local fire protection service will be notified of the event.

Vector Control
Tires will be covered and/or treated with appropriate pesticide to prevent mosquito infestations.
Tires will not be stored in tall grass, water conveyances, muddy areas, or other areas that could attract vectors.

Additional Information
Any other information that is pertinent to the temporary storage of scrap tires for approval. EPD may request additional information prior to approval of the application.

Example Statement

The **NAME OF LOCAL GOVERNMENT** will hold a scrap tire amnesty event for residents on **DATE**. The tires collected will be temporarily stored at the **city Public Works Department, 123 Main Street, City, GA** under a covered structure and within a fenced area that is locked during non-business hours. The local fire department has evaluated the proposed storage area and will be notified upon approval. There will be a 50-foot fire lane around the perimeter of the scrap tire storage area to allow fire department access in case of an emergency. There will be no open flames allowed within 25 feet of the scrap tire storage area. In case of an emergency, such as a fire, all necessary steps will be taken to prevent any runoff from the tire storage area.

Signature of Authorized Representative
Title
Date

GA EPD Scrap Tire Amnesty Application

Government/Authority	Dawson County
Federal Tax ID	Public Works 58-6011882
Mailing Address	60 Transportation Lane Dawsonville, Ga
City/State/Zip	30534
County	Dawson

Manager	Stormwater Manager
Title	
Email	rirvin@dawsoncountygva.gov
Phone	706-344-3500 X 44412

Secondary Contact	
Title	Public Works Director
Email	rdrewry@dawsoncountyla.g ov
Phone	706-344-3500 x 5001

Keep Dawson County
Beautiful Tire
Amnesty Day

Event Date(s)*

11/16/2024

A. COST ESTIMATE

Enter fixed costs (from your tire carrier and/or processor):		
Service		Cost
Rate Per Ton	\$	170.00
Inbound Freight	\$	-
Flat Fuel Charge	\$	250.00

The total estimated costs will be displayed here:	Estimated Tons	Estimated Processing Cost	Cost per PTE
	11.24	\$2,160.11	\$2.16

List all collection and post-event storage locations:

Is the temporary storage site approved or permitted by EPD to store scrap tires?

- ☐
- ☒

Yes - List the approval/permit

No - Sites must be approved or permitted by EPD before the contract is executed OR applicants may submit a Tire Storage Letter. See "Storage" tab below for guidelines.

C. CARRIERS AND PROCESSORS

List the tire carrier(s) you plan to use and their permit number(s). *

Carrier	Name	Permit Number
Carrier	Dawson County	N/A

NOTE: You must use a GA EPD approved tire carrier and scrap tire processor. If you change carriers or processors after the execution of the agreement, you must notify EPD in writing of the new contractors and the reason for the change.

List the beneficial reuse scrap tire processor(s) you plan to use and their permit number(s). *

Processor	Name	Permit Number
Processor	Quality Tire Recycling	018-002-STP

You can find lists of permitted tire carriers and permitted/approved beneficial scrap tire processors on the STAR program's website: <https://epd.georgia.gov/star-program>

III. ACKNOWLEDGEMENTS

	YES	NO	N/A
Permitted tire carriers and permitted beneficial reuse scrap tire processors will be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Appropriate safety measures will be taken while performing scrap tire abatement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If there are any changes in the project after the execution of the agreement, awarder will notify EPD in writing (e.g., estimated cost of project, event date, location of temporary storage/collection sites, carriers/processors).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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All scrap tires collected during the event will be removed within 30 days of event date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final report, reimbursement request, and other required documents will be submitted to EPD within 90 days of event date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. AUTHORIZATION

I, the undersigned authorized representative, certify that to the best of my knowledge, the information contained herein is true and correct.

Name Robbie Irvin
 Title Stormwater Manager
 Address 60 Transportation
 City/State Dawsonville, Ga
 ZIP 30534

Date 8/21/2023

Signature Robbie Irvin, Executive Director DUCB

To use the e-sign feature:

1. Save this document to your computer;
2. Click on 'View Signatures' at the top;
3. Click the down-arrow next to 'Signer 1' in the pop-up window at the right;
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APPLICATION INSTRUCTIONS

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Questions? Email epd.star@dnr.ga.gov. Please allow 90 days for processing.

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Example Statement

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Signature of Authorized Representative
Title
Date

Local Government Scrap Tire Abatement Reimbursement Program Agreement

SCRAP TIRE AMNESTY EVENT

Project: 24-ST-042-001

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes Dawson County (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$2,160 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to remove all scrap tires collected during the amnesty event and transport them to a processing/recycling facility that has been approved or permitted by EPD within 30 days of the date of the event. The LOCAL GOVERNMENT further agrees to submit a request for reimbursement to EPD within 90 days of the event date. Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Three or more digital images taken during the event that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Jeffrey W. Cown
Director

Date

DAWSON COUNTY

BY:

Signature

Print Name

Title

ATTEST:

Signature

Date

Local Government Scrap Tire Abatement Reimbursement Program Agreement

SCRAP TIRE AMNESTY EVENT

Project: 24-ST-042-002

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes Dawson County (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$2,160 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to remove all scrap tires collected during the amnesty event and transport them to a processing/recycling facility that has been approved or permitted by EPD within 30 days of the date of the event. The LOCAL GOVERNMENT further agrees to submit a request for reimbursement to EPD within 90 days of the event date. Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Three or more digital images taken during the event that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Jeffrey W. Cown
Director

Date

DAWSON COUNTY

BY:

Signature

Print Name

Title

ATTEST:

Signature

Date



DAWSON COUNTY Public Works

August 21, 2023

Engineering

Project Management

*Georgia Environmental Protection Division
4244 International Parkway, Suite 104
Atlanta, GA 30354*

Roads/Bridges

Stormwater Management

Re: Tire Amnesty Storage Location

Waste Services

Keep Dawson County Beautiful in cooperation with Dawson County Public Works will hold a scrap tire amnesty event for residents on May 11th 2024 and November 9th, 2024. The tires collected will be temporarily stored at the county Public Works Department, 60 Transportation Lane, Dawsonville, GA under a covered structure (semi-trailer) and within a fenced area that is locked during non-business hours. The local fire department has evaluated the proposed storage area and will be notified upon approval. There will be a 50-foot fire lane around the perimeter of the scrap tire storage area to allow fire department access in case of an emergency. There will be no open flames allowed within 25 feet of the scrap tire storage area. In case of an emergency, such as a fire, all necessary steps will be taken to prevent any runoff from the tire storage area.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie Irvin".

Robbie Irvin
Executive Director, KDCB

60 Transportation Lane
Dawsonville, GA 30534
Phone 706-265-2774



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance/EMS

Work Session: 10.5.23

Prepared By: Vickie Neikirk

Voting Session: 10.19.23

Presenter: Vickie Neikirk

Public Hearing: Yes _____ No x

Agenda Item Title: Request for write off of old uncollectable ambulance accounts

Background Information:

In 2017, the county adopted a policy of periodically writing off old uncollectable ambulance accounts. Once the billing company has exhausted its efforts of collections, the accounts are turned over to a professional collections company. It makes numerous attempts at collecting these accounts. Once an account is older than 4 years, it cannot be pursued any longer.

Current Information:

The county has 1,043 accounts from 2017-2019 that need to be written off. These accounts total \$553,374.44. This write off will be written off against our allowance for doubtful accounts, and there is currently \$2,068,388 in the allowance (as of 12/31/22).

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To approve the write off of ambulance accounts that have passed the period of collections allowed by law.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 9/19/23

County Manager Authorization: Joey Leverette

Date: 10/4/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments: