

**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION AGENDA – THURSDAY, FEBRUARY 6, 2025**  
**DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM**  
**25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534**  
**4:00 PM**

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**NEW BUSINESS**

1. Presentation of Request to Accept Highway Enforcement of Aggressive Traffic Grant Continuation for FY 2025- Sheriff's Office
2. Presentation of Request to Accept FY 2025 K9 Grant- Sheriff's Office
3. Presentation of Updated Tax Commissioner's Resolutions- Tax Commissioner Nicole Stewart
4. Presentation of Family Connection 2025 Fiscal Agent Request- Family Connection Coordinator Rebecca Bliss
5. Presentation of Emergency Services Request to Conduct a Raffle Fundraiser- Emergency Services Director Troy Leist
6. Presentation of FY 2025 Legacy Link Contract Addendum No. 1- Senior Services Director Dawn Johnson
7. Presentation of Intergovernmental Agreement Between Dawson County and the City of Dawsonville Concerning Improvements to Shoal Creek Road- Public Works Director Robert Drewry
8. Presentation of Request to Accept an Association County Commissioners of Georgia County Internship Program Grant- Community Development's Angela Byers
9. Presentation of Proposed Eagle Scout Project at Etowah River Canoe Launch- Parks & Recreation Director Matt Payne
10. Presentation of Request to Consider Out-of-County Rates for Recreation Programs- Parks & Recreation Director Matt Payne
11. Presentation of IFB #466-24 — Materials/Labor for War Hill Park Fishing Pier- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
12. Presentation of RFP #465-24 — Phase 1 Environmental Assessment - Public Health Facility- Purchasing Manager Melissa Hawk
13. Presentation of an Ordinance to Provide for the Terms of Members of the Planning Commission- County Attorney Angela Davis

14. Presentation of Board Appointment:

**a. Development Authority**

- i. Mike Liberatore- *replacing Dennis Fedoruk* (Term: February 2025 through December 2028)

15. Presentation of Recommendation for Deputy County Clerk Appointment- Chairman Billy Thurmond

16. County Manager Report

17. 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: Dawson County Sheriff's Office

Work Session: 02-06-25

Prepared By: Laurie Whalen

Voting Session: 02-20-25

Presenter: Dawson County Sheriff's Office

Public Hearing: Yes No  X

Agenda Item Title: HEAT Grant Continuation

### Background Information:

In October 2020, the Sheriff's Office was awarded the HEAT (Highway Enforcement of Aggressive Traffic) grant from the Governor's Office of Highway Safety. A continuation of that award will continue from October 2024-September 2025.

It will continue to be used for the salaries and other expenses for 2 patrol officers.

### Current Information:

This year's award is: \$129,758.65. State portion: \$51,903.46. Local portion: \$77,855.19.

The Sheriff's Office would like the BOC to accept this award for the 2024/2025 fiscal year.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	3335					

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Dept. Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

### Comments/Attachments:



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Dawson County Sheriff's Office

Work Session: February 6, 2025

Prepared By: Laurie Whalen

Voting Session: February 20, 2025

Presenter: Dawson County Sheriff's Office

Public Hearing: Yes No X

Agenda Item Title: Presentation of K9 Grant Award for Acceptance

### Background Information:

This is for acceptance of the 2025 K9 grant from CJCC (Criminal Justice Coordinating Council). It is for salary expenses related to the K9 program in the Sheriff's Office. The department has received this grant for several years.

The grant year runs from January 1, 2025, through December 31, 2025. The award is in the amount of \$112,204 with no local match.

### Budget Information:

Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

Budgeted: Yes x No \_\_\_\_\_

Fund	Department	Account #	Budget	Balance	Requested	Remaining
250	3322					

\*If this is a personnel-related request, has it been reviewed by Human Resources? yes

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

### Recommendation/Motion:

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

Comments/Attachments: \_\_\_\_\_



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Tax Commissioner's Office

Work Session: February 6, 2025

Prepared By: Nicole Stewart

Voting Session: February 20, 2025

Presenter: Nicole Stewart

Public Hearing: Yes  No

Agenda Item Title: Presentation of Tax Commissioner's Resolutions Updated

### Background Information:

Renew my 4 resolutions for my new term. Resolution to accept payment forms other than cash, resolution authorizing me to do a refund if needed from an obvious clerical error, resolution authorizing me to waive penalties and/or interest for an obvious clerical error, and a resolution allowing me to do a Judicial In Rem if unable to sell a property in a tax sale.

### Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources? No

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

### Recommendation/Motion:

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1-23-25

Comments/Attachments: \_\_\_\_\_

**A RESOLUTION BY THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING AND ESTABLISHING POLICY FOR THE DAWSON COUNTY TAX  
COMMISSIONER TO ACCEPT FORMS OF PAYMENT OTHER THAN CASH FOR  
THE PAYMENT OF AD VALOREM TAXES, FEES, OR OTHER ASSESSMENTS**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-9.1, the governing authority of each county may by appropriate resolution or ordinance elect to receive in payment of ad valorem taxes any form of payment; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-146, the county governing authority may prescribe the manner and conditions upon which a tax commissioner may accept forms of payment other than cash; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-146, county tax commissioners may not be held personally liable for unpaid checks or money orders when the county governing authority has authorized the tax commissioner to accept such forms of payment, the payment was received by the tax commissioner in the manner and under the conditions prescribed by the governing authority, and the tax commissioner has taken appropriate steps to collect payment following notice that the check or money order is unpaid; and

**WHEREAS**, the Dawson County Board of Commissioners has determined that it is in the best interests of the County and its taxpayers to authorize the Dawson County Tax Commissioner to accept forms of payment other than cash pursuant to O.C.G.A. §§ 48-5-9.1 and 48-5-146.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Dawson County, acting in its capacity as the governing authority of Dawson County, does hereby authorize the Dawson County Tax Commissioner to accept forms of payment other than cash, including debit, credit, wire, ACH, personal checks, company checks, certified checks, treasurer's checks, cashier's checks, e-checks, bank money orders, postal money orders, and express money orders, in payment of taxes, assessments, and fees subject to the following rules and procedures:

- (1) Acceptance of checks and money orders.
  - (a) Any check or money order shall be deemed to be payment as of the time it is received by the Dawson County Tax Commissioner, provided that the check or money order is duly paid upon presentation to the drawee.

- (b) If a check or money order so received is not duly paid upon presentation to the drawee:
  - (c) The Dawson County Tax Commissioner shall make a written demand for payment to the taxpayer within 30 days after receiving notification of the dishonor of the check or money order, which shall be sent by certified mail or statutory overnight delivery to the taxpayer's last address as it appears on the latest records of the Tax Commissioner;
  - (d) Unless payment is received within 20 days from the written demand for payment, the Dawson County Tax Commissioner shall initiate at least one of the rights and remedies allowed by law for the enforcement of the collection and payment of taxes, assessments, and fees within 40 days from the written demand for payment;
  - (e) The person on whose account the check or money order was tendered shall remain liable for the payment of the tax or license fee and for all legal penalties and additions to the same extent as if the check or money order had not been tendered;
  - (f) Dawson County shall have a lien for the amount of the check or money order upon all assets of the bank or trust company on which drawn or for the amount of the money order upon all the assets of the issuer of the money order; and
  - (g) In addition to any other penalties provided by law, there shall be paid as a penalty by the person who tendered the check or money order upon notice and demand of the Dawson County Tax Commissioner, in the same manner as tax, an amount equal to 1 percent of the amount of the check or money order, except that, if the amount of the check or money order is less than \$500.00, the penalty shall be the lesser of \$5.00 or the amount of the check or money order. This paragraph shall not apply if the person who tendered the check or money order shows to the satisfaction of the Dawson County Tax Commissioner that it was tendered in good faith and with reasonable cause to believe it would be duly paid.

**BE IT FURTHER RESOLVED** that all previous Resolutions of the Board of Commissioners of Dawson County adopted pursuant to O.C.G.A. §§ 48-5-9.1 and 48-5-146 are hereby superseded and repealed.

**SO RESOLVED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, by the  
Dawson County Board of Commissioners.

**DAWSON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Seth Stowers, Member

\_\_\_\_\_  
Chris Gaines, Member

\_\_\_\_\_  
Alexa Bruce, Member

\_\_\_\_\_  
Chad Turkett, Member

Attest:

\_\_\_\_\_  
Clerk to the Board



**A RESOLUTION BY THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE DAWSON COUNTY TAX COMMISSIONER TO CORRECT  
OBVIOUS CLERICAL ERRORS PURSUANT TO O.C.G.A. § 48-5-380**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-380 (a) and (b), taxpayers are entitled to a refund of taxes within three years of the date of payment and license fees within one year of payment when such taxes or license fees are determined to have been erroneously or illegally assessed and collected from the taxpayers under the laws of this state or under the resolutions or ordinances of the county or such taxes and license fees are determined to have been voluntarily or involuntarily overpaid by the taxpayers; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-380 (e) the Dawson County Board of Commissioners is authorized to adopt rules and regulations governing the administration of tax refund claims brought under O.C.G.A. § 48-5-380 and may delegate the approval or disapproval of such claims to the Dawson County Tax Commissioner only “where the reason for the claim is based on an obvious clerical error.”

**WHEREAS**, the Dawson County Board of Commissioners has determined that it is in the best interests of the County and its taxpayers to delegate the authority to approve or disapprove claims for tax refunds to the Dawson County Tax Commissioner in those cases where the request is timely and the reason for the claim is based on an obvious clerical error in accordance with O.C.G.A. § 48-5-380 (e).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Dawson County, acting in its capacity as the governing authority of Dawson County, does hereby delegate the authority to approve or disapprove claims for tax refunds brought within three years of the date of payment and claims for a refund of license fees brought within one year of payment to the Dawson County Tax Commissioner when the reason for such claims is based on an obvious clerical error in accordance with O.C.G.A. § 48-5-380 (e); and

**BE IT FURTHER RESOLVED** that the Tax Commissioner shall prepare and provide to the Board of Commissioners a quarterly report, on or before the 15th of January, April, August and December of each calendar year, showing the claims resolved either by approval or disapproval in the preceding quarter, which report shall include the date of the claim, the tax parcel number of the subject property, and, if applicable, the amount of refund issued and the time period for which the claim was resolved; and

**BE IT FURTHER RESOLVED** that if any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid or the application of the resolution to other circumstances not held to be invalid; and

**BE IT FURTHER RESOLVED** that all previous Resolutions of the Board of Commissioners of Dawson County adopted pursuant to O.C.G.A. § 48-5-380 (e) are hereby superseded and repealed.

**SO RESOLVED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Dawson County Board of Commissioners.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Seth Stowers, Member

\_\_\_\_\_  
Chris Gaines, Member

\_\_\_\_\_  
Alexa Bruce, Member

\_\_\_\_\_  
Chad Turkett, Member

Attest:

\_\_\_\_\_  
Clerk to the Board

**A RESOLUTION BY THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE DAWSON COUNTY TAX COMMISSIONER TO WAIVE  
PENALTIES AND INTEREST WHEN SUCH PENALTIES OR INTEREST WERE  
INCURRED DUE TO REASONABLE CAUSE AND NOT WILLFUL NEGLIGENCE OR  
DISREGARD OF THE LAW PURSUANT TO O.C.G.A. § 48-5-242**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-242 (a) and (c), the governing authority of a county may waive penalties and interest for the failure to comply with the laws governing the assessment and collection of ad valorem taxes when the default giving rise to such penalties and interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-242 (a) and (c), the governing authority of a county may authorize the tax commissioner to waive certain penalties due on unpaid ad valorem taxes if the tax commissioner reasonably determines that the default causing the penalty was due to reasonable cause and not due to gross or willful neglect or disregard of the law and if the penalty or interest does not arise from the failure of the taxpayer to comply with the terms, conditions, or covenants required with respect to properties receiving any type of preferential assessment; and

**WHEREAS**, the Dawson County Tax Commissioner has the ability to make the determination in each case regarding whether a penalty has been incurred due to reasonable cause and not due to gross or willful neglect or disregard of the law or regulations or instructions issued pursuant to law; and

**WHEREAS**, the Dawson County Board of Commissioners has determined that it is in the best interests of the County and its taxpayers to authorize the Dawson County Tax Commissioner to waive penalties and interest, except in cases of preferential assessments, when the Tax Commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Dawson County, acting in its capacity as the governing authority of Dawson County, does hereby authorize the Dawson County Tax Commissioner to waive penalties and interest, except in cases of preferential assessments, when the Tax Commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

**BE IT FURTHER RESOLVED** that if any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the resolution not held to be invalid or the application of the resolution to other circumstances not held to be invalid; and

**BE IT FURTHER RESOLVED** that all previous Resolutions of the Board of Commissioners of Dawson County adopted pursuant to O.C.G.A. § 48-5-242 are hereby superseded and repealed.

**SO RESOLVED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Dawson County Board of Commissioners.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Seth Stowers, Member

\_\_\_\_\_  
Chris Gaines, Member

\_\_\_\_\_  
Alexa Bruce, Member

\_\_\_\_\_  
Chad Turkett, Member

Attest:

\_\_\_\_\_  
Clerk to the Board

**A RESOLUTION BY THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE DAWSON COUNTY TAX COMMISSIONER TO CONDUCT  
JUDICIAL IN REM FORECLOSURES PURSUANT TO O.C.G.A. § 48-4-76**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

**WHEREAS**, the Georgia legislature has determined that nonjudicial tax foreclosure procedures are inefficient, lengthy, and commonly result in title to real property which is neither marketable nor insurable; and

**WHEREAS**, pursuant to O.C.G.A. § 48-4-76 (a), the local governing authority of any county is authorized to proceed with judicial in rem tax foreclosures for delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia upon the adoption of a resolution or ordinance authorizing such procedures; and

**WHEREAS**, the Dawson County Board of Commissioners has determined that it is in the best interests of the County and its taxpayers to authorize the Dawson County Tax Commissioner to utilize the judicial in rem tax foreclosure procedures for the collection of delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Dawson County, acting in its capacity as the governing authority of Dawson County, does hereby authorize the Dawson County Tax Commissioner to utilize the judicial in rem tax foreclosure procedures for the collection of delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia; and

**BE IT FURTHER RESOLVED** that all previous Resolutions of the Board of Commissioners of Dawson County adopted pursuant to O.C.G.A. § 48-4-76 (a) are hereby superseded and repealed.

**SO RESOLVED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Dawson County Board of Commissioners.

**DAWSON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Billy Thurmond, Chairman

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Seth Stowers, Member

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Chris Gaines, Member

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Alexa Bruce, Member

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Chad Turkett, Member

Attest:

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Clerk to the Board



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Family Connection

Work Session: February 6, 2025

Prepared By: Rebecca Bliss

Voting Session: February 6, 2025

Presenter: Rebecca Bliss, Coordinator

Public Hearing: Yes  No

**Agenda Item Title: Presentation of request for Commissioner of Roads & Revenue Dawson County to act as Dawson County Family Connection’s fiscal agent for DHS FY26 (July 1<sup>st</sup>, 2025-June 30<sup>th</sup>, 2026).**

**Background Information:**

Dawson County Family Connection (DCFC) is dedicated to fostering collaboration across all segments of the community to enhance the well-being of families and children. Since 1999, Dawson County Government has served as DCFC’s fiscal agent, enabling DCFC access to additional state and federal funding opportunities. These include reimbursable contracts provided by Georgia Family Connection Partnership (GaFCP) in collaboration with the Georgia Division of Human Services (DHS). GaFCP/DHS funding supports DCFC’s Coordinator and the collaborative’s essential efforts to address critical local issues, such as mental health and family stability.

**Current Information:**

Acceptance includes 1) understanding this is a 12-month commitment, 2) understanding expenses are reimbursable every quarter, 3) agreeing to receive all financial correspondence and payments relating to the funds, and making all records available for any required financial audit, 4) having appropriate accounting and financial systems to document costs incurred and claims made and 5) agreeing the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall comply with the Fiscal Agent’s own policies and procedures.

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day’s voting session for BOC consideration, provide *detailed justification* for the request:

Fiscal agent documentation is due to GaFCP by February 17, 2025, to execute FY26 contracts by July 1, 2025.

**Recommendation/Motion: To accept DCFC’s request for Commissioner of Roads & Revenue Dawson County to act as DCFC’s fiscal agent from July 1, 2025-June 30, 2026.**

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1-23-25

**Comments/Attachments:**

-Memorandum of Understanding to be signed by Billy Thurmond & Kristen Cloud upon BOC approval.

\*Fiscal Agent Designation & Acceptance Agreement to be sent via DocuSign to Billy Thurmond & Kristen Cloud from GaFCP upon BOC approval.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Dawson County Family Connection, Inc., hereinafter referenced as “AGENCY”, and the Commissioner of Roads and Revenue Dawson County, hereinafter referenced as “DAWSON COUNTY”.

1. Fiscal Agent/Financial Accounting.

DAWSON COUNTY shall act as fiscal agent as described in ‘Fiscal Agent Roles and Responsibilities’ referenced in “Exhibit A” and provide financial accounting support to the AGENCY for programs supported by donations to the AGENCY and by the grants received by the AGENCY referenced in “Exhibit B”, which is attached hereto and incorporated herein by reference. The grants referenced in “Exhibit B” may be amended during the term of this Memorandum of Understanding upon approval by DAWSON COUNTY.

2. AGENCY Services.

The AGENCY shall furnish the following services, data, and information to DAWSON COUNTY:

1) act as the liaison between the AGENCY and all vested community organizations, and 2) provide appropriate administrative duties including, but not limited to, program development and contract deliverables implementation, resource development, coordinating public information, and 3) provide all grant applications, agreements or contracts and corresponding data required by the fiscal agent to fulfill the grant requirements and

3. Term.

The parties hereto agree that the term of this Memorandum of Understanding shall be as follows: July 1, 2025 – June 30, 2026.

4. Records.

DAWSON COUNTY shall maintain such records and accounts regarding property, personnel, and financial records deemed necessary by the AGENCY and any grant or contract funding source to assure proper accounting for all project funds for both federal and



non-federal shares. Any such records shall be made available for audit purposes to the AGENCY, the grant or contract funding source, or the Controller General of the United States or any authorized representative and shall be retained for seven years after the expiration of this Memorandum of Understanding unless permission to destroy such records is granted by both the Agency and the grant or contract funding source.

5. Mutual Cooperation.

DAWSON COUNTY agrees to assist the AGENCY in complying with all of the conditions governing grants or contracts under current laws and regulations.

APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

COMMISSIONER OF ROADS AND  
REVENUE DAWSON COUNTY

\_\_\_\_\_  
Kristen Cloud, County Clerk

By: \_\_\_\_\_  
Billy Thurmond, Chairman

ATTEST:

DAWSON COUNTY  
FAMILY CONNECTION, INC

\_\_\_\_\_  
Rebecca Bliss, Coordinator

\_\_\_\_\_  
John Cronan, 2025 Chair

# Fiscal Agent Roles and Responsibilities

## Introduction

There are two fiscal agents responsible for the management of the appropriation the Georgia legislature has made annually for Georgia Family Connection counties:

- The Department of Human Services (DHS), which is the fiscal agent for all of the legislative appropriation for Family Connection collaboratives, and
- The entity chosen by the local Family Connection collaborative to serve on its behalf as the fiscal agent for the Family Connection state allocation.

This document covers the roles and responsibilities of the local entity chosen to serve as the fiscal agent on behalf of the county's Family Connection collaborative.

Family Connection collaboratives have many partners. The Family Connection collaborative's fiscal agent is one of those partners in collaboration. Collaborative partners bring much to the table. Some collaborative partners have expertise in providing direct services; others advocate for children and families; some bring to the table experiences of families receiving direct services; and others reflect the skills of business and industry.

The fiscal agent may have expertise in one or more of these areas, but in addition, they contribute to the collaborative by providing ongoing financial oversight and advice and by helping the local Family Connection collaborative manage its Family Connection state allocation.

## Requirements of A Family Connection Collaborative Fiscal Agent

The entity the Family Connection collaborative chooses as its fiscal agent enters into a contract with DHS to receive the state Family Connection state allocation. As part of this contract, the fiscal agent certifies they:

- "understand this is a 12-month commitment"  
The collaborative may not change fiscal agents during the course of the contract (unless there are extraordinary circumstances).
- "understand expenses are reimbursable on a quarterly basis"  
This means the fiscal agent agrees to pay all expenses for the collaborative in advance each quarter. This usually amounts to approximately one-fourth of the Family Connection state allocation. At the end of each quarter (a 3-month period) the collaborative fiscal agent submits its reimbursement request report.

- “agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit”  
The fiscal agent must not only receive and respond to correspondence, but it must also be able to document they conduct an annual audit. In addition, it must allow the state and federal government and DHS full and complete access to all consumer/customer/client records of all kinds (including such documents as email correspondence, papers, books, memoranda, and management reports). It must retain all records for seven years—or longer if there is an audit, litigation, or other issue.
- “have appropriate accounting and financial systems to document costs incurred and claims made”  
The fiscal agent must be able to verify it uses commonly accepted accounting practices, keeps appropriate records, and has an acceptable annual audit.
- “agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent’s own policies and procedures”  
The Family Connection collaborative board makes decisions about how local Family Connection collaborative funds are expended in compliance with the policies and procedures of the fiscal agency. These decisions are reflected in the budget proposal the collaborative submits with its annual plan. This budget proposal becomes “*Annex A Part 4, Budget Proposal*” of the contract between the fiscal agent and DHS.

In return, the fiscal agent is responsible for advising the local collaborative about its own policies and procedures for allowable expenditure of funds, and for managing the money in accord with the Budget Proposal (and any revisions).

### **Other Responsibilities of a Fiscal Agent**

The local Family Connection fiscal agent fulfills many responsibilities that are key to the success of the collaborative. Fiscal agents are expected to:

- Participate in the development of the proposed annual budget and any necessary budget revisions for a local Family Connection collaborative, including but not limited to, the Family Connection state allocation.
- Maintain written procedures for compensation and benefits, purchasing, contracting and reimbursement of travel and other expenses and share fiscal procedures with collaborative.
- Pay invoices approved by the local Family Connection collaborative for payment and in accord with collaborative’s Budget Proposal (Annex A, Part 4 of the DHS Contract) and all subsequent revisions – following the fiscal agent’s own rules and regulations.

- Prepare and submit completed reports required to receive the Family Connection state allocation:
  - *Quarterly Expenditure Report*
  - *Quarterly Subcontractor Report*
  - *Detailed Inventory for Equipment—DHS Form 5111*
  - *Quarterly Narrative Report FYXX*, which is prepared in coordination with the collaborative
  - Budget revisions, if required during the year
- Prepare and maintain accurate financial records of local Family Connection collaborative funding activity for the funds the fiscal agent is managing on behalf of the collaborative.
- Assist the collaborative through ongoing financial oversight of the Family Connection state allocation on behalf of the collaborative.
- Present written monthly financial reports on the Family Connection state allocation to the collaborative board.
- Maintain an official file of the collaborative contracts managed by the fiscal agent.
- Maintain a file of interagency financial agreements/memoranda of understanding (MOUs and MOAs) pertaining to the Family Connection state allocation on behalf of the local Family Connection collaborative.
- Attend fiscal agent training offered by Georgia Family Connection Partnership when possible.
- Ensure audit reports meet state standards.



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: \_\_\_\_\_

Work Session: February 6, 2025

Prepared By: Troy Leist

Voting Session: February 20, 2025

Presenter: Troy Leist

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Fundraiser for Emergency Services

**Background Information:**

For the last several years, Alexandria Williams, who is now with the Piedmont Group, has sponsored a gun raffle fund raiser in conjunction with Appalachian Armory here in Dawsonville. The funds raised during this raffle help Emergency Services with events through the year.

**Current Information:**

I am requesting approval for Alexandria Williams to be allowed to conduct the fundraiser in conjunction with Appalachian Armory and have Emergency Services be the beneficiary of the proceeds.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: Leist

Date: 01 14-25

Finance Dept. Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Attorney Authorization: J. Leverette

Date: 1/23/25

**Comments/Attachments:**



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Dawson County Senior Services

Work Session: February 6, 2025

Prepared By: Laurie Whalen

Voting Session: February 20, 2025

Presenter: Dawn Johnson

Public Hearing: Yes No X

Agenda Item Title: Presentation of Legacy Link Addendum #1

**Background Information:**

Legacy Link addendum contract to reflect changes in parts of the award for the congregate meals, home delivered meals and respite care. Legacy Link receives state and federal funds from many sources and this addendum reflects changes to those sources. There is approximately \$10,000 more possible with this addendum.

Dawson County Senior Services respectfully asks the board to accept this addendum to the FY25 Legacy Link contract.

**Budget Information:**

Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

Budgeted: Yes x No \_\_\_\_\_

Fund	Department	Account #	Budget	Balance	Requested	Remaining
	5520					

\*If this is a personnel-related request, has it been reviewed by Human Resources? yes

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Motion to approve FY 2025 Addendum No. 1.

Department Head Authorization: DJ

Date: 01-21-2025

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

Comments/Attachments: \_\_\_\_\_



January 9, 2025

Mr. Billy Thurmond, Chairman  
Dawson County Board of Commissioners  
25 Justice Way Suite 2313  
Dawsonville, GA 30534

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the FY-2025 Addendum #1 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2024 - June 30, 2025.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 710-6894 or e-mail at [tnguyen@legacylink.org](mailto:tnguyen@legacylink.org)

Sincerely,

Tony Nguyen  
Finance Manager

Enclosure

**ADDENDUM NO. 1  
TO  
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION  
FOR THE PROVISION OF Nutrition program and entered into on the first  
day of July, 2024.

Said agreement is amended to read as follows.

**W I T N E S S E T H:**

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly;

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite;

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide Wellness services in Dawson County;

**2. Description of Services.**

(b) Operation of the nutrition site includes serving one meal a day, five days a week (247 days per year) as specified in the Grant Application incorporated herein, for a total of 8,000 units of congregate nutrition services to 80 elderly persons, 32,100 units of home-delivered nutrition services to 140 elderly persons,

(c) Provide Alzheimer Respite Services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,925 units of Alzheimer Respite services to 6 persons in Dawson County. The hours of operation



For Alzheimer Respite services are Mondays, Wednesday, and Friday from 10:00 a.m. to 02:00 p.m.

(d) Provide Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 10,000 units of Transportation services to 80 persons.

(e) Provide 97 units of support services of material aid individual services to 5 elderly persons.

(F) Provide Wellness services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 537 units of Lifestyle Management services to 75 persons; a total of 32 units of Nutrition Education services to 200 persons; a total of 625 units of Physical Activity services to 100 persons; a total of 26 units of Program Awareness/Prevention services to 30 persons in Dawson County.

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty-Three Thousand Two Hundred Ten Dollars (\$63,210.00).

The Legacy agrees to provide federal and state funds for Congregate meals in the amount of Twenty Thousand Ninety-One Dollars (\$20,091.00) and federal and state funds for home-delivered meals in the amount of Forty-Eight Thousand One Hundred Thirty-Five Dollars (\$48,135.00).

(c) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Twenty-Five Thousand Eight Hundred Eleven Dollars (\$25,811.00).

(e) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Ninety-One Dollars (\$91.00).

(f) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed One Thousand Eight Hundred Fifteen Dollars (\$1,815.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Seven Hundred Fourteen Dollars (\$4,714.00) will be available for nutrition site operations, One Thousand Eight Hundred Six Dollars (\$1,806.00) for Respite services, One Thousand Three Hundred Sixteen Dollars (\$1,316.00) for Transportation Services, Six dollars (\$6.00) for Material Aid Other Individual services, and Two Hundred Two Dollars (\$202.00) for Wellness Services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 8,000 congregate and 32,100 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty Two Thousand Four Hundred Eighty Three Dollars (\$22,483.00) for congregate meals and One Hundred Thirty Four Thousand One Hundred Seventy Dollars (\$134,170.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Five Hundred Thirty One Thousand Two Hundred Eighty One Dollars (\$531,281.00).

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: Chief Executive Officer/AAA Director

Subscribed and sworn to  
in our presence:

Notary Public

CONTRACTOR:  
DAWSON COUNTY COMMISSION

By: Chairman

Subscribed and sworn to  
in our presence:

Notary Public



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: **Public Works**

Work Session: February 6, 2025

Prepared By: **Robert W. Drewry**

Voting Session: February 20, 2025

Presenter: **Robert W. Drewry**

Public Hearing: Yes  No

Agenda Item Title: Presentation of Intergovernmental Agreement between Dawson County and the City of Dawsonville regarding Shoal Creek Road improvement.

**Background Information:**

1. Dawson County and the City of Dawsonville entered into a Settlement and Release Agreement on May 20, 2021. The Agreement obligated the County to repave Shoal Creek Road from the Historic Courthouse to State Route 136. It was mutually understood that the repaving of Shoal Creek Road would occur during or following the construction of the new bridge. However, both the City and the County agree that Shoal Creek Road has deteriorated to the condition that a repaving will not be sustainable and that significant improvements must be made.
2. Also, the road needs to have a consistent 24 feet of paving to include a 2-foot paved safety shoulder.
3. Based on cost estimates, staff has determined a Full Depth Reclamation was not only the less expensive rehab but will provide a longer-lasting road base and surface.

**Current Information :**

The County will assume the estimated cost to repave Shoal Creek Road within the city limits, and the City agrees to pay the portion of the FDR work to be completed on the roadway within the City limits in the amount not to exceed \$450,000.

Therefore, an Intergovernmental Agreement was drafted that stipulates this arrangement pending Board approval and award of the contract to improve Shoal Creek Road.

The County Attorney has approved the agreement.

**Budget Information:**

Applicable:  Not Applicable: N/A

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
N/A						

\*If this is a personnel-related request, has it been 28 viewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Approve Intergovernmental Agreement between Dawson County and the City of Dawsonville regarding Shoal Creek Road improvement.

Department Head Authorization: RWD

Date: January 16, 2025

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

Comments/Attachments: Inter-governmental Agreement

**STATE OF GEORGIA  
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING  
A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**(Shoal Creek Road)  
(from Historic Courthouse to SR 136)**

THIS AGREEMENT, effective as of \_\_\_\_\_, 2025, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, cities and counties are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which such cities and counties are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson and Dawsonville are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson is prohibited from exercising these powers or providing any such service inside the boundaries of Dawsonville except by contract with Dawsonville; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-62(d), Dawson has the authority provided in O.C.G.A. § 32-4-112(b) to contract with Dawsonville and expend funds for work on public roads within Dawsonville’s jurisdictional boundary; and

**WHEREAS**, a portion of Shoal Creek Road between State Route (“SR”) 136 and the Dawson Historic Courthouse located at 31 Main St, Dawsonville, GA 30534 (“Historic Courthouse”) lies within Dawsonville’s jurisdiction and a larger portion of that section of Shoal Creek Road lies within Dawson’s jurisdiction; and

**WHEREAS**, Dawson and Dawsonville are parties to that certain Settlement and Release Agreement effective on May 20, 2021, wherein Dawson agreed as a part of such settlement to repave, as part of its road and culvert improvements projects, Shoal Creek Road from the Historic Courthouse to SR 136; and

**WHEREAS**, following further inspection of that portion of Shoal Creek Road to be repaved, the Parties agree that repaving is no longer a viable, long-term solution and additional

work beyond just repaving the road (e.g., deep patch and resurfacing and/or full depth reclamation) should be completed to extend the life of the road; and

**WHEREAS**, in accordance with the applicable state law requirements, Dawson will conduct a competitive bid solicitation which will result in an agreement between Dawson and a paving company (the “Contractor”), which agreement scope will include full depth reclamation work to be completed on that portion of Shoal Creek Road lying within Dawsonville’s jurisdiction (the “Project”); and

**WHEREAS**, Dawsonville has agreed to pay for a portion of the full depth reclamation work to be completed on the roadway within Dawsonville’s jurisdiction; and

**WHEREAS**, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both Dawson and Dawsonville.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. **Dawson’s Duty to Manage the Project.** The Parties agree that Dawson shall assume primary responsibility for management of the Project, including completion of the Work (described below), its public road construction/maintenance agreement with a paving company (the “Contractor”), and any necessary warranty work to effectuate repairs covered by any applicable warranty.
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of full depth reclamation work of approximately 4,433 linear feet of Shoal Creek Road lying within Dawsonville’s jurisdiction (the “Work”). Dawson shall complete the Work using the services of the Contractor.
- c. **Cost Allocation.** The Parties agree to pay for the cost of the Work to be completed within Dawsonville’s jurisdiction (full depth reclamation work) in accordance with the following percentages:

(a) Dawsonville: 70.34%

(b) Dawson: 29.66%

Dawsonville’s contribution hereunder shall not exceed **\$450,000.00** unless a larger amount is agreed to by and between the Parties in accordance with subsection f below.

Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Dawsonville shall pay all amounts due under this IGA to Dawson within thirty (30) days of request.

- d. **Dawsonville’s Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise, including any warranty requests for the work performed.
  
- e. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
  
- f. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville’s jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville’s approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection c. hereinabove.
  
- g. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work, (2) Dawsonville is named as an intended third-party beneficiary of such contract, and (3) the Contractor be required to give notice to the County within a reasonable time after discovering that the actual contract quantities for the Work within Dawsonville’s jurisdiction will exceed the estimated quantities, which notice the County will provide to the City upon receipt.



2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Dawsonville terminates this Agreement for convenience: (a) Dawson shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Dawsonville) terminate the Work in its contract with the Contractor (but only that portion of the Work that is within Dawsonville's jurisdiction); and (b) Dawsonville shall reimburse Dawson for all reimbursable costs incurred through the date of termination of the Dawson-Contractor contract.
4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

10. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party’s control which prevent performance under this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. 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 all Parties with appropriate authorization.
12. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party’s right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
13. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
14. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies,

conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

16. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to Dawsonville:

City of Dawsonville, Georgia  
Administrative Offices  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
ATTN: City Manager

If to Dawson:

Dawson County, Georgia  
Administrative Offices  
25 Justice Way  
Dawsonville, GA 30534  
ATTN: County Manager

17. **Settlement Agreement Satisfaction.** The Parties hereto agree that Dawson’s obligations regarding the repaving of Shoal Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked “Exhibit A,” including the timing requirements stated therein, shall be fully and finally satisfied upon completion of the Project described herein.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**CITY OF DAWSONVILLE, GEORGIA,**  
by and through its City Council

**DAWSON COUNTY, GEORGIA,** by and  
through its Board of Commissioners

By: \_\_\_\_\_  
John Walden, Mayor

By: \_\_\_\_\_  
Billy Thurmond, Chairman

Attest: \_\_\_\_\_  
Beverly Banister, City Clerk

Attest: \_\_\_\_\_  
Kristen Cloud, County Clerk

(city seal)

(county seal)

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**SETTLEMENT AND RELEASE AGREEMENT**

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the “Agreement”) is made and entered into this 20 day of May, 2021, by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation (County and City, collectively, the “Parties”).

### RECITALS

**WHEREAS**, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the “SPLOST”) and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the “Lawsuit”);

**WHEREAS**, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

**WHEREAS**, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

#### **I. NO ADMISSION OF LIABILITY**

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City’s press release, or may issue its own addressing the same points.

#### **II. COUNTY PROJECTS**

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. Road Repaving. The County shall repave the following roads as part of its road and culvert improvements projects:
- i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
  - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- B. Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are finalizing a separate IGA (the “Sheriff IGA”) for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff’s deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County’s requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County’s obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

### **III. IGA FOR PARKING**

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

### **IV. IGA FOR SPLOST**

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

### **V. RELEASE AND DISMISSAL OF LAWSUIT**

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**



**A. Effective Date**

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

**B. Entire Agreement**

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

**C. Construction of Agreement**

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.


**D. Authority to Sign**

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, City and the County have executed this Agreement, effective as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

**City of Dawsonville, Georgia:**

  
\_\_\_\_\_

**Mike Eason  
Mayor**

Attest:   
\_\_\_\_\_

Print Name: Beverly A. Banister

Its: City Clerk



**Dawson County, Georgia:**

  
\_\_\_\_\_

**Billy Thurmond  
Chairman, Board of Commissioners**

Attest:   
\_\_\_\_\_

By: Kristen Cloud

Its: County Clerk





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Community Development/Marshal

Work Session: February 6, 2025

Prepared By: Angela Byers

Voting Session: February 6, 2025

Presenter: Angela Byers

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Request to sign ACCG Civic Affairs Foundation's *Georgia County Internship Program Grant Agreement*

**Background Information:**

Angela Byers with the Marshals Office applied for an Intern for her department in October 2024.

**Current Information:**

On January 6, 2025, The Marshals Office was awarded a grant for 1 intern through ACCG for the 2025 summer program (May 1, 2025, and September 1) in the amount of \$3259.50.

**Budget Information:**

Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources? \_\_\_\_\_

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

In order to proceed, the Grant agreement needs to be signed.

**Recommendation/Motion:**

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 1/23/25

County Manager Authorization: Levertete

Date: 1-23-25

Comments/Attachments: \_\_\_\_\_

**GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT**

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Dawson County ("**COUNTY**"), having its principal office at 25 Justice Way, Dawsonville, GA 30534. In exchange for valuable consideration, the parties agree as follows.

**I. GENERAL TERMS.**

**A. Agreement Term:**

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

**B. Purpose of Agreement:**

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

**II. REIMBURSEMENT TO COUNTY.**

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

**A. Use of Grant Funds.**

**1. Amount of Reimbursement**

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

# ACCG Civic Affairs Foundation

the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

- 2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

# ACCG Civic Affairs Foundation

payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 10, 2025 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2025; intern consent form (“Intern Consent Form”) (**Exhibit F**); the county and intern information (“Intern and County Information Requirements”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
- 1. The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
  - 2. Fair Labor Standards Act**
  - 3. Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).



# ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

## IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

## V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

# ACCG Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

## VI. **Access to Records, Records Retention, and Investigation**

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

## VII. **Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

## VIII. **Program Publicity and COUNTY Participation**

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.



# **ACCG** Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

## **XII. CONTRACT EXHIBIT INCLUSION:**

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

# ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2025

This 6th day of January, 2025

## COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2025, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Rec

Work Session: 2/6/2025

Prepared By:                     Matt Payne                    

Voting Session: 2/20/2025

Presenter:           Matt Payne                    

Public Hearing: Yes  No

Agenda Item Title: Presentation of Eagle Scout Project at Etowah River Kayak and Canoe Launch

### Background Information:

The Parks & Recreation department is presenting Luke Gloeckner as a potential Eagle Scout project for Etowah River Kayak and Canoe Put In on Highway 9 South.

### Current Information:

na

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: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23-25

County Attorney Authorization:                     

Date:                     

### Comments/Attachments:



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Rec

Work Session: 02.06.2025

Prepared By:                     Matt Payne                    

Voting Session: 02.20.2025

Presenter:           Matt Payne                    

Public Hearing: Yes  No

Agenda Item Title: Request to consider Out-of-county rates for recreation programs

**Background Information:**

Request from Parks & Recreation department to consider the proposal brought forth by the Parks & Recreation Board to raise the out-of-county fees on all recreation department programs and rentals.

**Current Information:**

Currently, out-of-county fees are \$25 per participant or rental. Parks & Recreation Board recommends \$100 per participant or rental.

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: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Parks & Recreation

Work Session: February 6, 2025

Prepared By: Melissa Hawk

Voting Session: February 20, 2025

Presenter: Matt Payne

Public Hearing: Yes No X

Agenda Item Title: Presentation of IFB #Materials/Labor for War Hill Park Fishing Pier Award Request

Background Information:

\$200,000 is included in SPLOST VII for this project.

Current Information:

An IFB opened on January 16, 2025, for the work. Two bids were received, with Martin Docks in the amount of \$212,500 being the best offer for the county to perform all scope of work.

Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	6120				\$212,500	

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Staff respectfully requests the board to accept the bids received, award a contract to Martin Docks, LLC, in the amount of \$212,500, utilizing SPLOST VII funds.

Department Head Authorization: Matt Payne

Date: 01/16/2025

Finance Department Authorization: Vickie Neikirk

Date: 1/23/25

County Manager Authorization: Leverette

Date: 1-23-25

Comments/Attachments: Presentation



IFB #466-24  
Materials/Labor  
for War Hill Park  
Fishing Pier



FEBRUARY 6, 2025





## Background and Overview

- ❖ The SPLOST VII resolution includes \$200,000.00 for this project.
- ❖ The work has been approved by the Corps of Engineers and is to remain within the same footprint.

# Procurement Approach and Procedure



## Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 2 bids received





# Location for the Pier

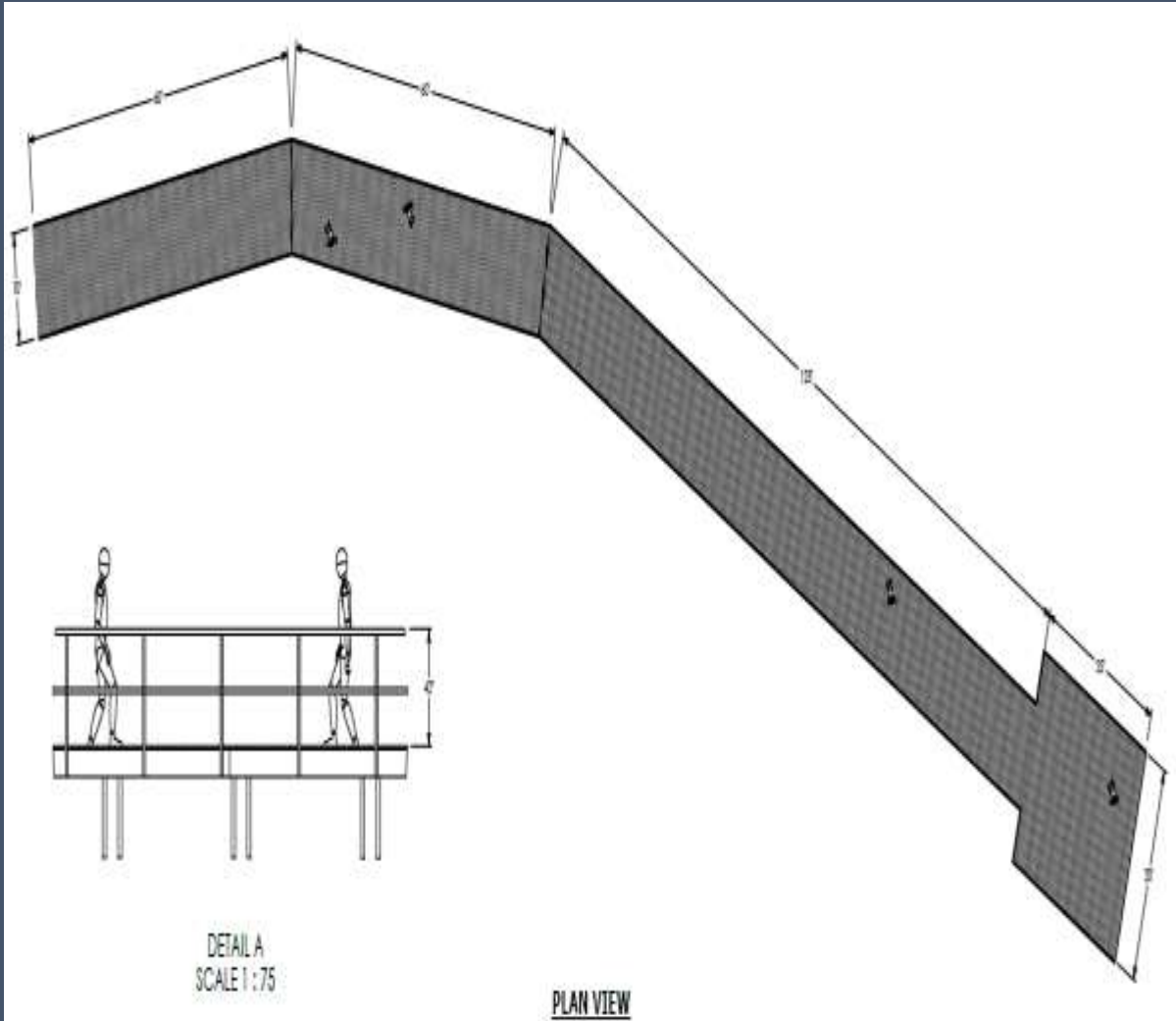


# Pictures of the Old Pier





# Pictures of the New Pier



# Scope of Work Overview

❖ The Contractor shall delivery and install all materials within the system as follows:

## ❑ Aluminum Fixed Pier

- 10'Wx245'L – Manufactured in 40' sections
- 20'Wx25'L – Manufactured in 2 sections
- Based on Supports every 20' – (50% pile reduction)
- 6061 Aluminum E Channel Frame
- C Channel Header kits (every 20')

## ❑ Railings the full length of the pier, both sides

## ❑ PVC Decking, to be TimberTech, Advanced PVC, Vintage Collection, Color: Coastline

- To be highly resistant to moisture damage such as mold and mildew
- Splinter, crack, cup, peel and rot resistant
- Fade and stain resistant



# Offers Received

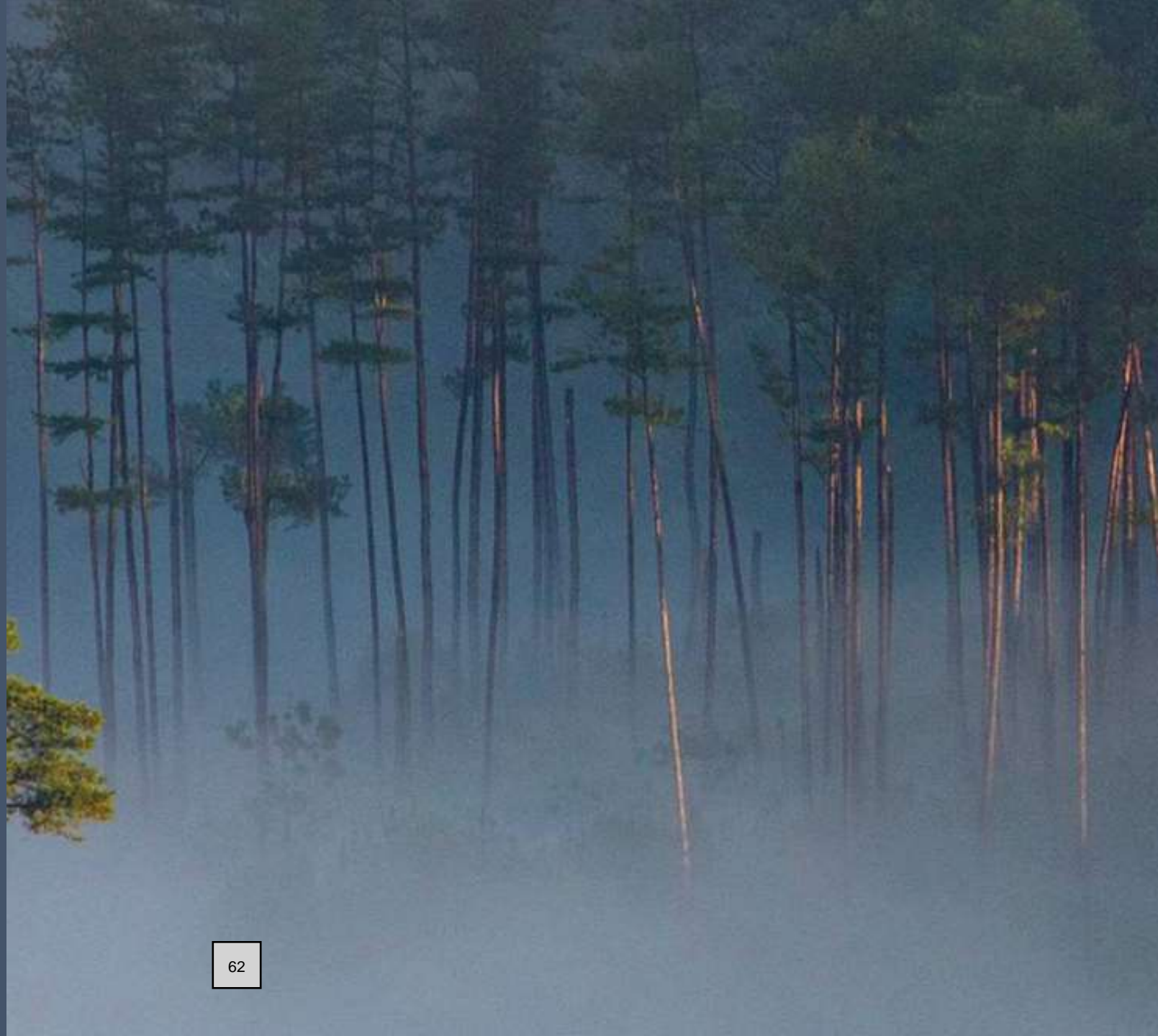
		MARTIN DOCKS			CW DEVELOPMENT		
Item No	Description	Cost of Materials	Cost of Labor	Total Cost	Cost of Materials	Cost of Labor	Total Cost
1	Labor/Material for War Hill Park Fishing Pier	\$171,300.00	\$41,200.00	\$212,500.00	\$302,000.00	\$169,000.00	\$471,000.00
Delivery/Installation from Time of Order:		90 DAYS OR LESS			9 WEEKS		
Warranty (Circle One):		WILL COMPLY			WILL COMPLY		





## Staff Recommendation

Staff respectfully requests the Board to accept the bid received; award a contract to Martin Docks, LLC, in the amount of \$212,500.00; utilizing SPLOST VII for the project.





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: County Administration

Work Session: February 6, 2025

Prepared By: Melissa Hawk

Voting Session: February 6, 2025

Presenter: Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: Presentation of RFP #465-24 – Phase 1 Environmental Assessment - Public Health Facility

**Background Information:**

The SPLOST VII Funds resolution lists a new Public Health facility. The BOC approved SPLOST VII Funds in the 2025 budget process in the amount of \$2,495,000. The 2025 CBDG Applicant Manual mandates that all professional services, no matter the funding source or cost, must be released in a sealed RFP and awarded by the governing authority.

**Current Information:**

An RFP opened on January 17, 2025, receiving two proposals. Individual evaluations have been completed with Mill Creek Environmental rating the highest combined technical and cost score of 86. The total cost to the County to perform all scope of work is \$3,125.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	5110	541100	\$2,336,200	\$2,187,700	\$3,125	\$2,184,575

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

**Recommendation/Motion:** Staff respectfully requests the Board to accept the proposals received and award a contract to Mill Creek Environmental, in the amount of \$3,125, utilizing SPLOST VII Funds.

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 1/22/25

County Manager Authorization: J. Leverette

Date: 1/23/25

Comments/Attachments: Presentation

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

**TO PROVIDE FOR THE TERMS OF MEMBERS OF THE PLANNING COMMISSION  
OF DAWSON COUNTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL  
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, the current resolutions and ordinances regarding the Dawson County Planning Commission were approved on May 24, 1982; January 22, 1990; June 17, 1997; August 16, 1999; May 7, 2009; and August 6, 2020; and

**WHEREAS**, the Dawson County Board of Commissioners has determined that it would be in the best interests of the citizens of Dawson County to ensure that the members of the Planning Commission serve throughout the term of the respective appointing commissioner, in order to best reflect the will of Dawson County voters; and

**WHEREAS**, to effectuate this goal, the Dawson County Board of Commissioners desires to amend the Dawson County Code of Ordinances to modify the terms of the Planning Commission members; and

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of Dawson County, Georgia, as follows:

**Section I.** In Chapter 101 Article II PLANNING COMMISSION, subsection 24(e) shall be deleted in its entirety and replaced with the following:

“(e) *Terms.*

- (1) Beginning with terms to commence on January 1, 2025, the term of a member of the Planning Commission shall run concurrently with the term of the respective member of the Board of Commissioners who nominated that member.
- (2) The term of a member of the Planning Commission shall expire concurrently with the term of the member of the Board of Commissioners who nominated that member.
- (3) A member of the Planning Commission is not automatically renominated if the member of the Board of Commissioners who nominated that member is reelected for an additional term. Members of the Planning Commission must be renominated by a member of the Board of Commissioners in order to serve an additional term.



(4) If a member of the Board of Commissioners vacates his/her seat for any reason prior to the expiration of his/her term, the term of the member of the Planning Commission nominated by that vacating Commissioner shall expire at the time that the vacancy is filled by a new member of the Board of Commissioners. The new member of the Board of Commissioners shall nominate a member of the Planning Commission upon filling the vacancy and that Planning Commission member's term shall run concurrently with that Commissioner's term consistent with Paragraph (1). If, however, a member of the Board of Commissioners vacates his/her position prior to the expiration of his/her term, but the vacancy is not filled, the respective Planning Commission member will continue to serve until the conclusion of the Board of Commissioners member's intended term.

**Section II.** All other provisions of Chapter 101 Article II PLANNING COMMISSION shall remain in full force and effect.

**Section III.** If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed (1) to affect the portions of the ordinance not held to be invalid or (2) to affect the application of this ordinance to other circumstances. It is hereby declared to be the intent of the Board of Commissioners of Dawson County, Georgia to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts not held invalid.

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

So Ordained, Resolved, Adopted, and Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

**DAWSON COUNTY BOARD  
OF COMMISSIONERS**

**ATTEST**

By: \_\_\_\_\_

By: \_\_\_\_\_

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**Michael “Mike” Liberatore**  
**28 Willow Oak Lane**  
**Dawsonville, GA 30534**

Mike Liberatore is licensed residential & commercial real estate agent with Berkshire Hathaway HomeServices Georgia Properties. He is a member of the 400 North Board of Realtors, and the Atlanta Commercial Board of Realtors. Mike has held a Georgia real estate license for the past 10 years.

Previously, Mike had a 30+ year career as a corporate executive in the retail industry, over half of which he held VP/Senior-level executive positions. Mike’s responsibilities included Risk Management, Loss Prevention/Asset Protection, Physical Security, Business Continuity and Communications.

Mike has been active in the community since moving to Dawson County. He served on the Oak Forest HOA board for several years including a two-year term as HOA President. Mike joined the Rotary Club of Dawson County in 2016, has been active on boards and committees, and most recently served as Club President in 2023-2024. Mike is a parishioner at Christ the Redeemer Catholic Church, where he has served on the Parish Council and is a charter member of the Knights of Columbus’ Council #15238 serving CTRCC and the Dawson County community.

A native of Washington DC, Mike attended Montgomery College and West Virginia University, with concentrations in Criminal Justice and Business Administration.

Mike and his wife Abby purchased a home in Oak Forest/Dawsonville in 2009 and moved the family to North Georgia from South Florida in 2010. Their son Carter is a 2018 graduate of Dawson County High School and a 2022 Graduate of Clemson University. Emma is a Junior at Dawson County High School’s On-Line Learning Program and is currently dual-enrolled at Lanier Technical College.

In his spare time, Mike enjoys time with his family, his Golden Retriever, Buddy, family vacations in South Carolina and is currently marveling at his beloved Washington football team’s renewed success in the NFL.