

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - TUESDAY, APRIL 23, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

NEW BUSINESS

1. Presentation of Application for Parade and Assembly - National Day of Prayer - Planning & Development Director Jameson Kinley
2. Presentation of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals- Interim County Attorney
3. Presentation of FY 2019 Legacy Link Contract Addendum No. 3 for Nutrition Program Services- Senior Services Director Dawn Pruett
4. Presentation of Request for Increased Funding for Legal Fees in 2019- Chief Financial Officer Vickie Neikirk
5. County Manager Report
6. County Attorney Report

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.

Item Attachment Documents:

1. Presentation of Application for Parade and Assembly - National Day of Prayer - Planning & Development Director Jameson Kinley



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 4.23.19

Prepared By: Harmony Gee

Voting Session:

Presenter: Jameson Kinley _____

Public Hearing: Yes _____ No _____

Agenda Item Title: Presentation of National Day of Prayer

Background Information:

For the past 2 years the event has been held at the Old Courthouse.

Current Information:

The event will begin at 7 p.m. and end at 9 p.m. on May 2 at the Old Courthouse. They are expecting approximately 35 people. The event will need to be voted on at the time of presentation.

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: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

What participation, if any, do you expect from Dawson County Emergency Services? For them who will to come pray

What participation, if any, do you expect from the Dawson County Sheriff Department? He came and Prayed last year would love for him to do the same this year.

Insurance Requirements:

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above? Yes No If yes, which one(s)? _____

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000.00 per incident and \$2,000,000.00 aggregate for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY;
AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.**

APPLICATION:

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

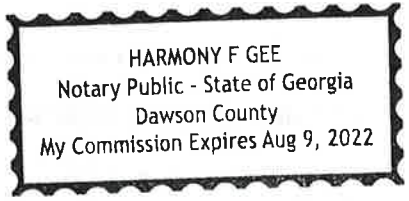
The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

Robin Allen
Applicant's Printed Name

Robin Allen
Applicant's Signature

Sworn to and subscribed before me
this March day of 2019.

Harmony F GEE
Notary Public, State of Georgia
My Commission Expires: _____



Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.



Dawson County
Planning & Development
25 Justice Way, Suite 2322
(706) 344-3500

Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places
(EMERGENCY SERVICES)

EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. *(Please attach additional sheet, if necessary.)*

Name of Event: National Day of Prayer Date(s) of Event: 5/2/2019

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? Ø

How many personnel will be required for this event? Ø

Estimated cost for personnel: Ø

Number and type of vehicles required: Ø

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: Ø

Estimated cost for equipment: Ø

Additional comments/concerns: Ø

Emergency Services: APPROVED: YES NO *(Please also sign off on page 8 of application.)*

By: _____ Date: _____



Dawson County
Planning & Development
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places
(SHERIFF DEPARTMENT)

SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: National Day of Prayer Date(s) of Event: 5/2/2019

Any anticipated problems with proposed route? No

Any anticipated problems with the designated location for participants to assemble? No

How many officers will be required for this event? 0

Estimated cost for officers: 0

Number of vehicles required: 0

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: 0

Estimated cost for equipment: 0

Additional comments/concerns/recommendations: _____

Sheriff Department: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: [Signature] Date: 04/11/2019



Dawson County
Planning & Development
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places
*(Marshal / Public Works / Environmental
Health / Parks & Recreation)*

**PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)
(Please also sign off on page 8 of the application.)**

MARSHAL: National Day of Prayer

APPROVED: YES NO By: _____ Date: _____

PUBLIC WORKS: _____

APPROVED: YES NO By: D. Miller Date: 3/20/19

ENVIRONMENTAL HEALTH: _____

APPROVED: YES NO By: _____ Date: _____

PARKS & RECREATION: _____

APPROVED: YES NO By: _____ Date: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
in Public Places**
(APPROVALS)

Office Use Only:

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.			
Emergency Services	Jeff Bailey	JEB	3/19/19
Marshal's Office			
Public Works Dept.	David M Keel	DMK	3/27/19
Environmental Health			
Parks and Recreation			
State Park Office			
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: _____

Voting Session Date: _____

Approved: _____

Attest: _____

Mike Berg, Chairman
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk

cc: (as applicable)

Applicant
County Attorney
Sheriff Dept.
Emergency Services

Marshal Dept.
Environmental Health
Public Works
Parks and Recreation

GA DOT (Brent Cook)
GA State Parks

PERMIT # _____

DATE ISSUED: _____



**Dawson County
 Planning & Development**
 25 Justice Way, Suite 2322
 Dawsonville, GA 30534
 (706) 344-3500

**Permit for
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 In Public Places**
(APPROVALS)

Office Use Only:

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.			
Emergency Services			
Marshal's Office			
Public Works Dept.			
Environmental Health			
Parks and Recreation			
State Park Office			
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: _____

Voting Session Date: _____

Approved:

Attest:

 Mike Berg, Chairman
 Dawson County Board of Commissioners

 Danielle Yarbrough, County Clerk

cc: (as applicable)

Applicant
 County Attorney
 Sheriff Dept.
 Emergency Services

Marshal Dept.
 Environmental Health
 Public Works
 Parks and Recreation

GA DOT (Brent Cook)
 GA State Parks

PERMIT # _____

DATE ISSUED: _____

Item Attachment Documents:

2. Presentation of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals- Interim County Attorney



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Legal

Work Session: 04.23.19

Prepared By: Sam VanVolkenburgh (Jarrard & Davis)

Voting Session: 05.02.19

Presenter: Interim County Attorney

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals

Background Information:

For several years, the Dawson County Humane Society has been caring for dogs and cats picked up by the County Animal Control Department, and in exchange for this service the Humane Society is partially funded by the County. The most recent agreement between the County and Humane Society for services and funding expired in 2017, so a new agreement is needed. This will complement the three-party agreement recently approved relating to animals picked up at the City of Dawsonville.

Current Information:

This agreement memorializes the County's funding obligation and the Humane Society's duty to provide housing and medical care services for impounded dogs and cats. The agreement does not obligate the County in 2019 for any money that has not already been budgeted; it merely memorializes the existing relationship and addresses certain legal requirements for services provided to the County. The agreement is set to automatically renew annually, though the parties can negotiate the amount of County funding each year.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	3915	523900	FY 19 \$137,000			

Recommendation/Motion: Approve the attached contract.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 4/12/19

County Manager Authorization: DH

Date: 4/12/19

County Attorney Authorization: Angela Davis/Sam VanVolkenburgh

Date: 4/11/2019

Comments/Attachments:

Animal Care and Control Services Agreement

This Animal Care and Control Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between Dawson County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners, located for purposes of this Agreement at 25 Justice Way, Suite 2313, Dawsonville, GA 30534 (hereinafter referred to as the “County”), and Dawson County Humane Society, Inc., a Georgia nonprofit corporation, having its principal place of business at 633 Martin Rd, P.O. Box 360, Dawsonville, GA, 30534 (hereinafter referred to as the “Humane Society”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the County has adopted an ordinance regarding the control of animals within the unincorporated area of Dawson County; and

WHEREAS, in conjunction with this Agreement, the County, the Humane Society and the City of Dawsonville have entered into an agreement for the care of feral, stray or ownerless dogs and cats in the custody of the City of Dawsonville; and

WHEREAS, the Humane Society operates a facility (the “Shelter”) at 633 Martin Rd, Dawsonville, within which dogs and cats can be temporarily housed and provided medical care;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Contract Term; Termination. The initial term of this Agreement shall commence as of the Effective Date, and expire without further obligation of the County at midnight on December 31, 2019. Thereafter, this Agreement shall automatically renew for five additional one-year terms unless notice of non-renewal is provided by either Party by September 1 of the year preceding non-renewal. Either Party may terminate this Agreement for breach by the other, following notice and the provision of 30 days to cure or to diligently begin cure (if full cure cannot be reasonably accomplished within 30 days). In addition, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Dawson County. The Parties intend that, due to the annual termination and renewal provisions above, this Agreement is not intended to be a “multi-year purchase contract” of the County under O.C.G.A. § 36-60-13(a).

Section 2. Services. The County may deliver, and the Humane Society shall accept, dogs and cats at the Shelter. Delivered dogs and cats may come from the incorporated or unincorporated areas of Dawson County. The specific care, medical treatment, and recordkeeping responsibilities of the Humane Society are set forth in Exhibit A.

Section 3. Compensation and Method of Payment. As compensation for accepting up to 400 dogs and cats per calendar quarter, the County shall pay the Humane Society the flat fee of \$137,000.00 for calendar year 2019. In each following year the parties will negotiate an equitable flat fee payment, but in the event the parties cannot agree, the payment will be the flat fee of \$137,000.00. The annual flat fee shall be paid in twelve even payments, once per month. If the County delivers more than 400 dogs and cats per calendar quarter, the County shall pay a flat fee of \$100.00 for each additional animal, payable on the basis of monthly invoices to be submitted by the Humane Society.

Section 4. Covenants of Humane Society.

A. Licenses, Certification and Permits. Humane Society covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Humane Society by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Agreement. Humane Society shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement.

B. Assignment of Agreement. Humane Society co

delegate any duties of, this Agreement, without the prior express written consent of the County.

C. Independent Contractor. Humane Society hereby covenants and declares that it is engaged in an independent entity and agrees to perform the Services as an independent contractor and not as the agent or employee of County.

D. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Humane Society shall provide evidence on County-provided forms, attached hereto as **Exhibits “B” and “C”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Humane Society’s subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Humane Society provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event Humane Society employs or contracts with any subcontractor(s) in connection with the covered contract, Humane Society agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “C”**, which subcontractor affidavit shall become part of the Humane Society/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Humane Society agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor. Humane Society and Humane Society’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Humane Society agrees that the employee-number category designated below is applicable to Humane Society: fewer than 100 employees. Humane Society hereby agrees that, in the event Humane Society employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Humane Society will secure from the subcontractor(s) such subcontractor(s)’ indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

E. Authority to Contract. The individual executing this Agreement on behalf of each Party covenants and declares that it has obtained all necessary approvals of the Party’s board of commissioners or board of directors to simultaneously execute and bind that Party to the terms of this Agreement.

F. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Humane Society agrees that, during performance of this Agreement, Humane Society, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Humane Society agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 5. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties 16 and supersedes any and all other agreements, either oral or in

writing, between the Parties with respect to the subject matter of this Agreement; provided, however, that this Agreement is understood to supplement and enable the tri-party (County/Dawsonville/Humane Society) agreement referenced in the preamble. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the state or federal courts serving Dawson County, Georgia. Humane Society agrees that it will perform all Services in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Services, including, but not limited to, any applicable records retention requirements and Georgia’s Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above and addressed to the Dawson County Manager or Chairman of the Humane Society, respectively, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. Waiver; Sovereign Immunity. No express or implied 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. Nothing contained in this Agreement shall be construed to be a waiver of County’s sovereign immunity or any individual’s qualified, good faith or official immunities.

IN WITNESS WHEREOF, County and Humane Society have executed this Agreement, effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]

Dawson County Humane Society, Inc.

Signature: _____

Print Name: _____

Title: President

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: _____

Print Name: _____

Title: _____
Corporate Secretary

Dawson County, Georgia

By: Billy Thurmond, Chairman, County Board of Commissioners

[COUNTY SEAL]

Attest:

Signature: _____

Print Name: Kristen Cloud

Title: County Clerk

Approved as to form:

County

Attorney

EXHIBIT "A"

The Humane Society shall to perform the following Services:

1. All dogs and cats delivered by the County shall be accepted into the shelter maintained and operated by the Humane Society.
2. Any dog delivered to the shelter shall receive the following medical treatment: distemper combination, kennel cough vaccinations, heartworm testing, health assessment, broad spectrum wormer, and flea and tick control, unless a dog is deemed not adoptable by the director of the shelter.
3. Any cat delivered to the shelter shall receive the following medical treatment: distemper combination, health assessment, broad spectrum wormer, and flea and tick control, unless a cat is deemed not adoptable by the director of the shelter.
4. Spay and neutering of dogs and cats delivered to the shelter may be accomplished pursuant to an adoption contract for any such animal; otherwise, spay and neutering of all dogs and cats delivered to the shelter by the County shall be accomplished by the Humane Society staff or contracted personnel if practical and possible.
5. Dogs delivered to the shelter by the County shall be fed once daily, unless a dog's health dictates otherwise.
6. Cats delivered to the shelter by the County shall have dry food available at all times, unless a cat's health dictates otherwise.
7. Any dog or cat delivered to the shelter by the County suffering from a terminal injury or disease with no reasonable likelihood of recovery shall be euthanized immediately, and the lawful owner, if known, of such animal shall be charged \$50.00 for euthanasia and disposal. Dawson County shall not be charged any fee for such service and any dog or cat euthanized in accord with this sub-paragraph shall not be included in the 400 dogs and cats-per-quarter limit applicable to the County.
8. Any dog or cat delivered to the shelter by the County shall remain within the shelter for three days before ownership shall be transferred to the Humane Society. However, any feral animal delivered to the shelter by the County shall be exempt from the terms of this subparagraph, and the Humane Society shall not be required to allow such animal to remain within the shelter for three days. A "feral" animal is an animal that is wild or untamed and includes any previously domesticated animal that has reverted to a wild or untamed state characterized by behavior normally attributed to wild animals. Any animal with a collar shall not be deemed feral. If an animal is determined to be microchipped, then such animal shall not be deemed feral. Any animal not captured in a trap or by any method not requiring special animal handling activities, such as a catchpole or a dartgun or a net, shall not be deemed feral. All dogs and cats suspected of being feral, but not identified as such by the County, because of the method of capture, shall be held in the trap/cage in which the animal arrives at the shelter for one overnight period during which time the animal shall be offered food, water, and privacy to the extent permitted by safety and practicality. After the one overnight period, the shelter director or person in charge for the day and the acting manager or most senior kennel employee may agree that the animal acts as a feral animal, and the animal may be euthanized immediately if no microchip or reasonable evidence of being spayed/neutered is discovered when the animal is sedated.
9. Any dog or cat delivered to the shelter by the County that is involved in a bite case shall be boarded at the shelter for at least ten (10) days as a rabies quarantine. If the lawful owner of such animal may reasonably be determined, then such owner shall be charged a boarding fee of \$20.00 per day. A dog or cat delivered to the shelter by the County involved in a bite case may be euthanized or isolated after ten (10) days depending upon the likelihood of ownership being determined.
10. The County shall be provided with a reasonable number of keys to the intake area of the shelter of the Dawson County Humane Society so that the County shall have twenty-four (24) hour access to the shelter for purposes of placing dogs and cats in the shelter after normal business hours.

11. The Humane Society shall maintain a contract with a licensed veterinarian for services. The shelter of the Humane Society shall be licensed and certified through the Georgia Department of Agriculture. The appropriate Veterinarian DEA License and state certification shall be posted within the shelter. The shelter of the Humane Society shall operate and comply with the guidelines, rules, regulations, and inspection requirements of the State of Georgia Department of Agriculture, and any other applicable federal, state or local laws.
12. The Humane Society shall provide the County a financial audit prepared by a certified public accountant approved by Dawson County every three years in which this Agreement is in force. The first such audit will be due on June 30th, 2020 for the calendar year 2019. The next audit will be due on June 30th, 2023 for the calendar year 2022. The Humane Society shall provide a financial compilation in 2021 for calendar year 2020, and a financial compilation in 2022 for calendar year 2021.
13. The Humane Society shall provide the County on a monthly basis a form or chart showing the following data:
 - i. The number of dogs and cats in holding, to be separated by the number of cats, the number of dogs, and the total number of dogs and cats.
 - ii. The number of dogs and cats brought by the County for the month.
 - iii. The number of dogs and cats adopted out of the facility during the previous month.
 - iv. The number of dogs and cats euthanized during the previous month.

EXHIBIT "B"

STATE OF _____
COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Dawson County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Services Authorization User
Identification Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Dawson County Humane Society, Inc.
Name of Contractor

Printed Name and Title of Authorized Officer or
Agent

Animal Care and Control Services Agreement
Name of Project

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20____.

Dawson County, Georgia
Name of Public Employer

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Dawson County Humane Society, Inc. on behalf of Dawson County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Services Authorization User
Identification Number

Date of Authorization

Name of Subcontractor

Animal Care and Control Services Agreement
Name of Project

Dawson County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

Item Attachment Documents:

3. Presentation of FY 2019 Legacy Link Contract Addendum No. 3 for Nutrition Program Services- Senior Services Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services-Senior Center

Work Session: 4-23-2019

Prepared By: Dawn Pruett

Voting Session: 5-2-2019

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Request to approve 2019 Legacy Link Contract Amendment #3.

Background Information:

Legacy Link receives an increase or decrease in funding during the contract year that changes original contract amounts.

Current Information:

Amendment No. 3 makes the following changes: Includes an additional \$5,284 from Nutrition Service Incentive Program funding (NSIP State) to be used by year end FY19 for additional meals.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5520					

Recommendation/Motion: Approve FY19 addendum and sign contract documents.

Department Head Authorization: Dawn Pruett

Date: 4-16-19

Finance Dept. Authorization: Vickie Neikirk

Date: 4/17/19

County Manager Authorization: DH

Date: 4/17/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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April 5, 2019

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-2019 Addendum #3 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, 2018 - June 30, 2019.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Mrs. Pat V. Freeman, Chief Executive Officer 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) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive, flowing style.

Linda Earls Clark
AIMS Financial Specialist

Enclosure

ADDENDUM NO. 3
TO
AGREEMENT

FOR
BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION

THE PROVISION OF Nutrition program and entered into on the first day
Of July, 2018.

Said agreement is amended to read as follows.

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal
a day, five days a week (250 days per year) as specified in the
Grant Application incorporated herein, for a total of 23,460 units
Of home-delivered nutrition services to 120 elderly persons,

5. Compensation.

(c) The total compensation paid by the Legacy to the Contractor
for Transportation services pursuant to this Agreement shall not
exceed Twelve Thousand Nine Hundred Twenty Nine Dollars (\$12,929.00).

(d) The Legacy agrees to provide federal and state funds for
home-delivered meals in the amount of Forty Five Thousand Two Hundred
Sixty Seven Dollars (\$45,267.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to
insure non-federal funds in the amount of One Thousand Five Hundred
Twenty Nine Dollars (\$1,529.00) for Transportation services.

The minimum cash requirement for the term of the Agreement being
Forty Three Thousand Eight Hundred Eighty One Dollars (\$43,881.00)
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 Three Hundred
Sixty Six Thousand Two Hundred Sixty Six Dollars (\$366,266.00).

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

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
DAWSON COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

Item Attachment Documents:

4. Presentation of Request for Increased Funding for Legal Fees in 2019- Chief Financial Officer Vickie Neikirk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 04/23/19

Prepared By: Vickie Neikirk

Voting Session: 05/2/19

Presenter: Vickie Neikirk

Public Hearing: Yes No

Agenda Item Title: Request for increased funding for attorney/legal fees

Background Information:

In December 2018, the Board made the decision to utilize outside firm of Jarrard & Davis for legal services after the retirement of in-house attorney. There was \$160,413 approved for the County Attorney budget for 2019. Those funds have been used to pay for legal fees in 2019.

Current Information:

Because of increased need for legal services, as well as costs for clearing up outstanding issues, the county has exceeded the funding available to pay future invoices. Current amount left in the County Attorney budget for 2019 is \$19,284.

Estimated costs for remainder of 2019 (April - December) will be at least \$250,000

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1530	521201	\$160,413	\$19,284	\$250,000	

Recommendation/Motion: Motion to approve the request of \$250,000 to be added to Legal fees for 2019 with funding to come from General Fund fund balance.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 4/11/19

County Manager Authorization: DH

Date: 4/15/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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