

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, MAY 28, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

M. NEW BUSINESS

1. Presentation of the Firm for the Humane Society's FY 2014 Audit & Request for Extension of Audit Deadline - Accounting & Budget Manager Natalie Johnson
2. Presentation of the FY 2016 Legacy Link Contract - Senior Center Director Dawn Pruett
3. Presentation of Bid #253-15 RFP Property and Liability Insurance - Director of Administration David McKee

For a copy of the bid documents (Exhibit A) click [here.](#)
4. Presentation of Emergency Professional Monitor Quotes for Disaster Debris Cleanup - Public Works Director David Headley
5. Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 9 and Dawson Forest Road Intersection - Public Works Director David Headley
6. Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection - Public Works Director David Headley
7. Presentation of the Georgia Department of Transportation Agreement for Roundabout Support for the SR 53 and SR 183 Intersection - Public Works Director David Headley
8. Presentation of the Georgia Trauma Commission Equipment Grant - Emergency Services Director Billy Thurmond
9. Presentation of FY 2014 Georgia Trauma Commission Excess Funds - Emergency Services Director Billy Thurmond
10. Presentation of FY 2014 Budget Amendments - Chief Financial Officer Dena Bosten
11. Presentation of Intergovernmental Agreement with the City of Dawsonville for Animal Control Enforcement- County Attorney Joey Homans
12. County Manager Report
13. County Attorney Report

**DAWSON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING AGENDA
THURSDAY, MAY 28, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00PM**

A. ROLL CALL

M. NEW BUSINESS

4. Approval to secure contract with professional monitor services for Disaster Debris Cleanup

Backup material for agenda item:

1. Presentation of the Firm for the Humane Society's FY 2014 Audit & Request for Extension of Audit Deadline - Accounting & Budget Manager Natalie Johnson



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance

Presenter: Natalie Johnson

Submitted By: Natalie Johnson

Date Submitted: 5/19/2015

Item of Business/Agenda Title: Presentation of Firm for the Humane Society's 2014 Audit & Request for Extension of Audit Deadline

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: To present the Humane Society's selection of auditor and to request an extension of the deadline for audit completion

Department Recommendation: Approve Goldman and Company CPAs PC to complete Humane Society audit and extend audit deadline.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Audit expense to be paid by Humane Society

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: Dena Bosten Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten Date: 5-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Humane Society's Auditor Selection & Request to Extend Audit Deadline

DATE: 5/19/2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 5/28/15 Work Session and 6/4/2015 Voting Session

PURPOSE: The contract dated March 19, 2015 between Dawson County Board of Commissioners and the Dawson County Humane Society requires that the BOC approve the CPA firm to perform the audit of the Dawson County Humane Society. The Humane Society has chosen Goldman and Company CPAs PC out of Marietta, GA to complete their FY 2014 audit. They are requesting an extension to August 31, 2015 on the deadline for audit and financial statement completion since the contract execution was later.

HISTORY: The Humane Society has used Goldman and Company CPAs PC in the past. RFPs were requested from three firms and Goldman and Company CPAs PC was the lowest bid.

FACTS AND ISSUES: The Humane Society has provided a copy of the Engagement Letter and has confirmed that the audit will be performed in accordance with Generally Accepted Auditing Standards (GAAS) and produce financial statements in conformity with Generally Accepted Accounting Principles (GAAP). The estimated cost to perform the audit and produce the financial statements is \$4,700.

OPTIONS: Goldman and Company CPAs PC is registered with the Secretary of State and is in compliance. Goldman and Company CPAs PC is licensed in the State of Georgia and has all privileges of CPA licensure according to the National Association of State Boards of Accountancy (NASBA).

RECOMMENDED SAMPLE MOTION: Motion to approve Goldman and Company CPAs PC to complete the FY 2014 Humane Society Audit and motion to extend the audit deadline to August 31, 2015.

DEPARTMENT: Finance

Prepared by: Natalie Johnson

Director Dena Bosten

Audit Engagement Letter

May 19, 2015

Andrea McKenzie
Treasurer
Dawson County Humane Society, Inc.
633 Martin Rd.
Dawsonville, GA 30534

Dear Andrea:

We are pleased to confirm our understanding of the services we are to provide for Dawson County Humane Society, Inc. (a not for profit organization) for the year ended December 31, 2014.

We will audit the Statement of Financial Position of Dawson County Humane Society, Inc. as of December 31, 2014 and the related Statements of Activities, Functional Expenses and Cash Flows for the year then ended.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of

material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Management Responsibilities

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net

assets, and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

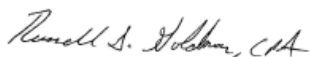
You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

Audit Administration, Fees, and Other

We estimate that our fees for these services at \$4,700 for the 2014 audit, less 3,000 to be applied from a credit from prior years. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Russell S Goldman, CPA
Goldman & Company, CPAs PC

RESPONSE:

This letter correctly sets forth the understanding of:
Dawson County Humane Society, Inc.

Officer Signature: _____

Title: _____

Date: _____

Backup material for agenda item:

2. Presentation of the FY 2016 Legacy Link Contract - Senior Center Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Senior Center

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 5-19-2015

Item of Business/Agenda Title: Approval of FY 2016 Legacy Link Contract

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR Commission Action Needed.

Is there a deadline on this item? If so, Explain:

Purpose of Request: Commission approval of FY 2016 Contract

Department Recommendation: Recommend approval of Contract

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? If Yes, Finance Authorization is Required Below.

Yes Explanation/ Additional Information: Revenues and local match for the FY 2016 contract based on FY 2015 contract

No amounts during County FY 2015 budget process in mid 2014. Changes in funding were unknown at the time of budget preparation.

Amount Requested: \$89,207 Fed/ \$233,999 Local Match Amount Budgeted: \$51,892 Fed/ \$267,362 Local Match

Fund Name and Account Number: 250-00-5510-XXXXXX-016

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett Date: 5-19-15

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: Cindy Campbell Work Session Date: 5/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 Legacy Link Contract

DATE: 5-12-15

BUDGET INFORMATION:
ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 5-28-15 Work Session/6-4-15 Meeting

PURPOSE: Request approval of FY 2016 Legacy Link Contract

HISTORY: Current contract continues Federal and State funding for senior center meals and management.

FACTS AND ISSUES: Contract allows county to receive Federal and State funds for meals served to senior clients and for daily management expenses at the center.

OPTIONS: 1. Approve FY 2016 Legacy Link Contract 2. Do not approve FY 2016 Legacy Link Contract

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2016 Legacy Link Contract.

DEPARTMENT: Margie Weaver Senior Center

Prepared by: Dawn Bennett

Director: Dawn Bennett



Received

MAY 11 2015

Finance Dept.

May 7, 2015

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

Dear Mr. Berg:

Enclosed are two (2) original copies of the Nutrition Program Contract for FY-2016 between Dawson County Commission and The Legacy Link, Inc. The period of time for this contract is July 1, 2015 - June 30, 2016.

After the contracts have been reviewed and approved, **please sign and notarize both copies and return both copies to The Legacy Link, Inc.** Pat V. Freeman, Executive Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

If you have any questions about the contract please contact me at (678) 677-8511 (direct line) or e-mail me at lgearls@legacylink.org. We are pleased to continue working with Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark".

Linda Earls Clark
AIMS Financial Specialist

Enclosures

Parties: The Legacy Link, Inc.
P. O. Box 1480
Oakwood, Georgia 30566
Phone No: 770-538-2650

Dawson County Commission
25 Justice Way Suite 2313
Dawsonville, Georgia 30534
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2015 to June 30, 2016

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2015 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Resources 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 to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Unified Transportation services to elderly persons;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, and Unified Transportation services in Dawson County:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2015 to 12:00 Midnight, Eastern Daylight Time, June 30, 2016.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low

income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Dawson County;

(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 6,500 units of congregate nutrition services to 75 elderly persons, 24,265 units of home-delivered nutrition services to 150 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Unified Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2015 to June 30, 2016. Service must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 8,000 units of Unified Transportation services to 40 unduplicated persons.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2015 to June 30, 2016.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all

unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2015.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2015.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Resources to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2015, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation including pursuant to this Agreement shall not exceed Fifty Seven Thousand Fifty Three Dollars (\$57,053.00).

(c) The total compensation paid by the Legacy to the Contractor for Unified Transportation services pursuant to this Agreement shall not exceed Eleven Thousand Six Hundred Eight Dollars (\$11,608.00).

(d) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Ten Thousand Eight Hundred Ninety One Dollars (\$10,891.00) and federal and state funds for home-delivered meals in the amount of Twenty One Thousand Two Hundred Sixty Three Dollars (\$21,263.00).

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 Thirty One Dollars (\$4,031.00) will be available for nutrition site operations, and One Thousand Three Hundred Seventy Seven Dollars (\$1,377.00) for Unified Transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 24,265 home-delivered meals.

The minimum cash requirement for the term of the Agreement, being Twelve Thousand Eight Hundred Ninety Nine Dollars (\$12,899.00) for congregate meals. Sixty Seven Thousand Five Hundred Forty Seven Dollars (\$67,547.00) 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 Two Hundred Thirty Three Thousand Nine Hundred Ninety Nine Dollars (\$233,999.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of

the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc. Area Agency on Aging Plan
for July 1, 2015 to June 30, 2016;

(b) Agreement between the Legacy and the Georgia
Department of Human Resources to implement applicable
provisions of the Older Americans Act of 1965 as amended.

(c) Georgia Office of Aging Title III Manual of
Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-
10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

- (h) Office of Management and Budget, Circular A-122;
- (i) The "Single Audit Act of 1984" (PL 98-502);
- (j) Reimbursement of travel expenses under this agreement must not exceed rates in Statewide Travel Regulations. (see attachment E)
- (k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);
- (l) Opinions of the Attorney General of Georgia;
- (m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR-Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR-Part 74 Administration of Grants.

(b) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of

personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Resources Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Resources shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Resources will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any person in the provision of any services or in any

terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor 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 individual with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations. The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Resources respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to

provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Resources as a sponsoring agency without prior approval. The contractor shall not display the Georgia Department of Human Resources' name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Resources. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Resources.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply

with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and

regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex 1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the

parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

*****space left blank intentionally*****

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

CHAIRMAN

Subscribed and sworn to
in our presence:

Notary Public

Backup material for agenda item:

3. Presentation of Bid #253-15 RFP Property and Liability Insurance - Director of Administration David McKee

For a copy of the bid documents (Exhibit A) click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Administration

Presenter: David McKee, Director of Administration

Submitted By: Davida Simpson, Purchasing Director

Date Submitted: 5-19-2015

Item of Business/Agenda Title: Presentation of Bid #253-15 RFP Property and Liability Insurance

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: Yes, July 1 Annual Renewal

Purpose of Request: Review and approve the P&L insurance bid

Department Recommendation: ACCG-IRMA

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes

Explanation/ Additional Information: Annual service contract will be submitted following approval

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes

Explanation/ Additional Information: Funded over two budget years

No

Amount Requested: \$155,000

Amount Budgeted: \$160,000

Fund Name and Account Number: 1555-552000 Service contract covered over two budget years

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten

Date: 5-19-2015

County Manager Authorization: Cindy Campbell

Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Property and Liability Insurance #253-15 RFP

DATE: 5-19-2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- \$160,000
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: 6-4-2015

PURPOSE: Property and Liability insurance bid. The annual contract exceeds the purchasing policy requirements to allow staff get quotes; therefore, the formal bid process was followed, with the purchasing department facilitating the request for proposals.

HISTORY: Property and Liability insurance has been with ACCG-IRMA since 1998 and was most recently bid to the public in 2011. In 2007, ACCG-IRMA began providing dividends back to its members which on average were \$17,074 annually. These dividends reduce the annual premium due.

FACTS AND ISSUES: The ACCG-IRMA price submitted with the proposal does not include the dividends that ACCG staff has recommended. ACCG staff has recommended \$26,986 dividend for Dawson County.

OPTIONS: Approve ACCG-IRMA as the Property and Liability Insurance provider.

RECOMMENDED SAMPLE MOTION: Motion to approve ACCG-IRMA as the property and Liability insurance provider for 2015-2016 as staff has requested beginning July 1, 2015.

DEPARTMENT: Administration

Prepared by: D. McKee

Director David McKee



PROPERTY & LIABILITY INSURANCE #253-15 RFP

Work Session 31 May 28, 2015

Background

- Standard contract for services
- Bid Ordinance requires sealed bids on all commodities over \$25,000.00
 - FY2012: \$155,463
 - FY2013: \$152,577
 - FY2014: \$150,521
 - Bid was released on April 1, 2015
 - Optional pre-proposal meeting held April 21, 2015

Scope of Work

- Comprehensive Property and Liability Policy
 - Attachment A – Summary of Current Insurance Coverage
 - Attachment B – Vehicle Schedule
 - Attachment C – Property Schedule
 - Attachment D – Equipment Schedule
 - Attachment E – 5 Year Loss Summary
 - Attachment F – Liability Exposure Questionnaire
- Value Added Components
 - Loss Control and Safety Training
 - Employee Practices Helpline
 - Current Property Appraisals
 - Broker Services

Current Summary of Coverage

II. COVERAGE SUMMARY

NOTE: Extensions and Sub-limits may apply to various Sections - see specific coverage Section for details.

SECTION I - PROPERTY COVERAGE (INCLUDING EQUIPMENT BREAKDOWN COVERAGE)	LIMITS OF LIABILITY PER OCCURRENCE LIMITS:	DEDUCTIBLE
A. Real and Personal Property	Replacement Cost, subject to separate Per Occurrence and Aggregate limits below:	\$25,000
Earthquake	\$5,000,000	
Flood	\$5,000,000	
Except as respects locations situated wholly or partially within Special Hazard Zones for Flood*	\$1,000,000	

GENERAL COVERAGE DECLARATIONS (continued)

D. Statutory Bonds	Various Limits	None
E. Forgery and Alteration	\$150,000	
F. Computer Theft and Funds Transfer Fraud	\$150,000	
G. Money Orders and Counterfeit Currency	\$150,000	

SECTION VII – CYBER LIABILITY AND EXPENSE	PER OCCURRENCE & AGGREGATE LIMITS:	DEDUCTIBLE
		\$2,500
	\$1,000,000, including \$100,000 Privacy Response Expenses	

NOTE: Section VII, Cyber Liability and Expense, is afforded on a Claims-Made basis and contains provisions, which may be different from those of other Sections of this Agreement.

GENERAL COVERAGE DECLARATIONS (continued)

	LIMITS OF LIABILITY PER OCCURRENCE LIMITS:	DEDUCTIBLE
B. Automobile Physical Damage and Mobile Equipment	Per Schedule on file with IRMA	\$25,000
SECTION II - COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$25,000
SECTION III - LAW ENFORCEMENT LIABILITY	\$1,000,000	\$50,000
SECTION IV - AUTOMOBILE LIABILITY Combined Single Limit (or Split Limits as follows: Bodily Injury Per Person/Bodily Injury Aggregate/ Property Damage)	\$1,000,000	\$25,000
Uninsured Motorists Coverage	\$No Coverage	

SECTION V - ERRORS AND OMISSIONS LIABILITY

Part A - Public Officials Errors and Omissions Liability	\$1,000,000 per Wrongful Act and \$3,000,000 annual aggregate. These limits apply in total over Part A and Part B and not separately to each Part.	\$50,000
Part B - Employee Benefits Liability		

NOTE: Part B, Employee Benefits Liability, is afforded on a Claims-Made basis and contains provisions, which may be different from those of other Sections of this Agreement.

A retroactive date of 01-MAR-1998 applies to this Coverage Agreement as respects Section V, Part B - Employee Benefits Liability.

SECTION VI - CRIME COVERAGE

	PER OCCURRENCE LIMIT:	DEDUCTIBLE
A. Money and Securities (Loss Inside the Premises)	\$150,000	\$25,000
B. Money and Securities (Loss Outside the Premises)	\$150,000	
C. Blanket Employee Dishonesty and Faithful Performance	\$150,000	

Acquisition Strategy – Methodology

- Advertised in Legal Organ
- Posted on County Website
- Posted on GLGA Marketplace
- Posted on Georgia Procurement Registry
- Emailed notification through vendor registry
- Notification through County's Facebook and Twitter accounts
- Notification through Chamber of Commerce

- 2 proposals received
 - Vendors reported market was locked out quickly after release of RFP

Evaluation Process

Evaluation Committee

David McKee, Director of
Administration

Danielle Yarbrough, HR Director

Dena Bosten, CFO

David Simpson, Purchasing Director
(Facilitator)

Bid Results

Criteria	ACCG (Incumbent)	J. Smith Lanier & Company
Proposed Carrier	ACCG-IRMA	State National (A:8) – All lines except Law, POL, EPL & Cyber; CAN (A:15 – Law, POL, EPL; Allied World (A:15) – Cyber)
Limit of Liability per Occurrence	\$1,000,000*	\$1,000,000*
Deductible	\$25,000 except \$50,000 on Public Officials & Law Enforcement	\$25,000 on all lines except Auto physical damage & equipment \$10,000 on Auto physical damage & equipment
Annual Premium	\$171,133 Less dividend**	\$167,187

*See proposals for full limits & sub-limits

**Historical dividends from ACCG – Average since 2007 - \$17,074

Evaluation Committee Results

Criteria	Points Allowed	ACCG (Incumbent)	J. Smith Lanier & Company
Company Background & Experience	20	18.33	17.67
Dedicated Team/Qualifications/Resources	20	17.33	18.67
Value-Added Products	20	18.67	17.33
Work with Similar Public Entities	15	15.00	11.00
Price Proposal	25	24.67	21.33
TOTAL POINTS	39 100	94.00	86.00

Recommendation

- Staff respectfully requests the Board to award Bid #253-15 RFP Property & Liability Insurance to the most responsive, responsible bidder, ACCG-IRMA out of Atlanta, GA, and approve the contract as submitted beginning July 1, 2015.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: July 1, 2015
Contract End Date: June 30, 2016
Contract Name: Property & Liability Insurance
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 4th day of June, 2015, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Association of County Commissioners of Georgia-Interlock Risk Management Agency (ACCG-IRMA), a Non-Profit Group Self Insurance Trust, (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. #253-15 RFP Property & Liability Insurance and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Scope of Services

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

2. Term of Agreement

This Agreement shall commence on the 1st day of July, 2015 and shall terminate on June 30, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Bidder's Financial Response Form ("Exhibit B") in response to the Request for Proposals #253-15 RFP Property & Liability Insurance. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Financial Response Form ("Exhibit B") in response to the Request for Proposals #253-15 RFP Property & Liability Insurance. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. **Payment**

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

5. **Invoices**

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

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

6. **Indemnification/Limitation of Liability**

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

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

7. Performance Standards

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

8. Change Order

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

9. Confidential Information

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

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

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

10. Litigation and Arbitration

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

11. Notices

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

County:

Contractor:

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

ACCG-IRMA
ATTN: Joe Dan Thompson
50 Hurt Plaza, Suite 1000
Atlanta, GA 30303

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

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



253-15 RFP PROPERTY & LIABILITY INSURANCE
VENDOR'S PRICE PROPOSAL FORM

Company Name: Association County Commissioners of Georgia - Interlocal Risk Management Agency (ACCG-IRMA)

The following proposal is offered to Dawson County on the following coverage under the current limits provide in the RFP:

- General Liability, Automobile Liability, Equipment Breakdown, Law Enforcement Liability, Automobile Physical, Crime, Public Officials Liability, Damage, Property

Table with 2 columns: Policy Period, Proposed Carrier, Limit of Liability per occurrence, Deductible, *Annual Premium. Values include: July 1, 2015 through June 30, 2016; ACCG-IRMA; \$ 1,000,000; \$25,000 except \$50,000 on Public Officials & Law Enforcement; \$ 171,133 Less estimated dividend of \$26,986

*Vendor must attach documentation that supports the coverage description quoted under the annual premium (i.e. Summary of Insurance)

Matt Autry
Authorized Signature

Assistant Vice President
Title

Matt Autry
Print Name

4/30/15
Date

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

Backup material for agenda item:

4. Presentation of Emergency Professional Monitor Quotes for Disaster Debris Cleanup -
Public Works Director David Headley



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Public Works

Presenter: Public Works Director David Headley

Submitted By: Davida Simpson, Purchasing Director

Date Submitted: May 21, 2015

Item of Business/Agenda Title: Presentation of Emergency Professional Monitor Quotes for Disaster Debris Cleanup

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: May 28, 2015

Purpose of Request: To secure contract with professional monitors to be in compliance with FEMA guidelines.

Department Recommendation:

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: _____ Work Session Date: _____

Comments: Quotes will be provided as soon as possible. Monitors are a reimbursable cost from FEMA & GEMA.

Backup material for agenda item:

5. Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 9 and Dawson Forest Road Intersection - Public Works Director David Headley



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Public Works

Presenter: David Headley

Submitted By: Jill Jones

Date Submitted: 5/14/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

X Commission Action Needed.

Is there a deadline on this item? If so, Explain:

Purpose of Request: Seek approval of the Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road Intersection. This approval would allow the Chairman to authorize the lighting agreement once design is complete and received from GDOT.

Department Recommendation: Authorize Chairman to execute the "Indication of Roundabout Support" form. Permission to have Chairman execute the light and landscape agreement once it is received from GDOT.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No Monthly energy costs and maintenance to be budgeted once construction complete

Amount Requested: LED Lights = \$1,920.00/year, HPS Lights = \$5,160.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$1,920.00 or \$5,160.00 depending on selection).

Administration Staff Authorization

Dept. Head Authorization: David Headley

Date: 05/21/2015

Finance Dept. Authorization: Dena Bosten

Date: 05/21/2015

County Manager Authorization: CINDY CAMPBELL

Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: GDOT Proposed 3 Roundabouts in Dawson County

DATE: 5/13/15

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: _____

PURPOSE: Lighting and landscape maintenance of proposed roundabouts at the intersections of Dawson Forest & SR 9, SR 53 & SR 183, SR 52 & SR 183. In the event the roundabouts are selected as the preferred concept alternative, the county agrees to participate in a formal local government indication of roundabout support letter and lighting project agreement during the preliminary design phase.

HISTORY: GDOT has proposed 3 roundabouts for Dawson County. As part of that proposal, the department requires the counties to pay for the energy and maintenance of lighting and any landscape maintenance. GDOT will be responsible for all material and installation cost.

FACTS AND ISSUES: Dawson County to pay full & entire cost of electric energy used for any lighting with maintenance. Maintenance of any landscaping that's approved by local government and GDOT

OPTIONS: Do not participate in the submitted proposal
Participate with stipulation to pay only for electricity
Agree to proposed submittal

RECOMMENDED SAMPLE MOTION: Motion to approve and execute the GDOT Indication of Roundabout Support for SR 9 & Dawson Forest Road; GDOT Agreement for Roundabout Lighting for SR 53 & SR 183; and GDOT Indication of Roundabout Support for SR 52 & SR 183

DEPARTMENT: Public Works

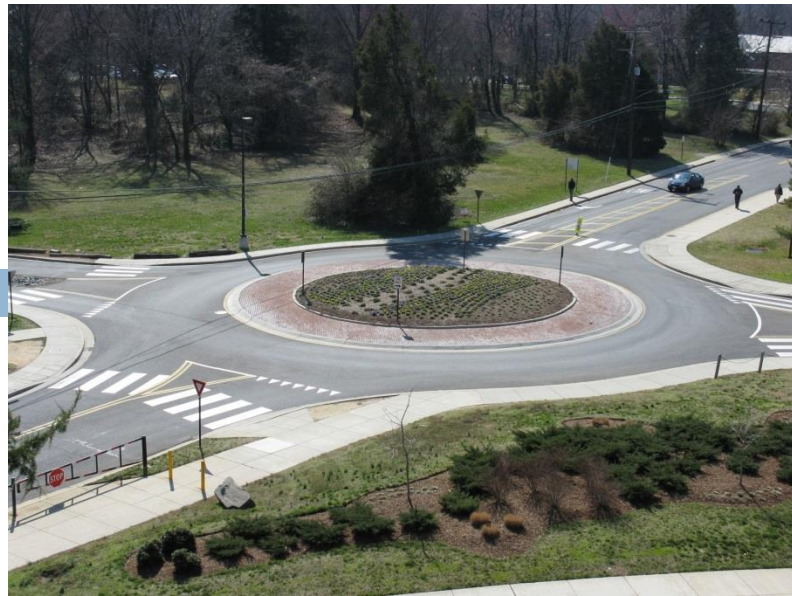
Prepared by: Jill Jones

Director David Headley

GEORGIA DEPARTMENT OF TRANSPORTATION ROUNDBABOUTS IN DAWSON COUNTY

LIGHTING/LANDSCAPING

Overview



- Georgia Department of Transportation Roundabout Construction:
 - SR 9 & Dawson Forest Road
 - SR 53 & SR 183
 - SR 52 & SR 183

GDOT Recommended Landscape Plan

07-02000 - LAYOUT OF ROUNDABOUT LANDSCAPING DETAILS - 11/17/2016

PLANTING LAYOUT
NO SCALE

ADJUST ANY WATER RESERVOIR BAG SO EMITTERS DO NOT REST ON STAKES OR CROSSBARS

INSERT VERTICAL STAKES JUST OUTSIDE THE ROOT BALL (TYP.)

ALLOW TREE STAKING SYSTEM TO DETERICRATE IN PLACE.

TREE PLANTING DETAIL - PLAN
NO SCALE

SEE PLANS FOR DIMENSIONS AND ADDITIONAL DETAILS WHERE APPLICABLE.

TREE PLANTING DETAIL - ELEVATION
NO SCALE

INITIALLY 4" DEEP TO SETTLE TO 3" DEEP MULCH IN 6 FOOT DIAMETER TREE PITS.

USE DRYWALL SCREWS TO ATTACH 4-FOOT LONG VERTICAL 2" X 2" HARDWOOD STAKES TO 2" X 2" CROSSBARS AT LEAST 6 INCHES LONGER THAN THE TREE ROOT BALL DIAMETER TO STABILIZE THE ROOT BALL AND PREVENT THE TREE FROM LEANING.

PLANT ROOT CROWN 1" ABOVE FINISH GRADE.

PIT SHALL HAVE VERTICAL WALLS.

8" COMPACTED 6" UNIFORM LAYER

6" UNIFORM LAYER

INCORPORATE A 2" HIGH DEEP LAYER OF ORGANIC SOIL ADDITIVE INTO THE UPPER 6" OF THE PLANT PIT.

TREE PLANTING DETAIL - ELEVATION
NO SCALE

ON CENTER SPACING - STAGGERED ROW
NO SCALE

VINE AND SHRUB PLANTING DETAIL
NO SCALE

CREATE A CONTINUOUS MULCH BED FOR PLANTS SPACED 8-FEET OR LESS ON CENTER.

GENERAL NOTES:

- SPECIFICATIONS GEORGIA STANDARD CURRENT EDITION AND SUPPLEMENTS THERETO.
- SEE SPECIAL PROVISIONS 702 AND 702 FOR PLANTING REQUIREMENTS.
- SEE PLAN SHEETS FOR THE WIDTH OF THE PERIMETER CENTRAL ISLAND LANDSCAPING.
- THE DESIGNER MAY SPECIFY ALTERNATE PLANT MATERIALS WITH PRIOR REVIEW AND APPROVAL BY THE OFFICE OF MAINTENANCE, IF ALTERNATE MATERIALS ARE SPECIFIED, THEY WILL BE DESCRIBED ELSEWHERE IN THE PLANS.
- THIS DETAIL CAN BE INCORPORATED INTO PROJECT PLANS AFTER THE DEPARTMENT HAS ENTERED A SEPARATE POINT-OF-WAY MOWING AND MAINTENANCE AGREEMENT.

PAY ITEM NUMBER	UNIT	PAY ITEM DESCRIPTION	VEGETATION ID	COMMON NAME	SIZE	SPACING
100-000	LS	TRAFFIC CONTROL	-	-	-	-
700-0000	SY	SOIL	CYANODON 640	HYBRID BERBERIS GRASS	-	-
702-102	EA	CRATAEGUS VIRIDIS	CRATAEGUS V.	WATER AND POWDERHORN	3 HIGH GAULFER	SPACING AS SHOWN
702-0470	EA	LEX VOMITORIA	LEX VOMITORIA	DRYER WILLOW HOLLY	3 GAL	SPACING AS SHOWN
702-3000	LB	SPRING APPLICATION FERTILIZER	SPRING FERTIL	FERTILIZER	-	-
702-9020	SY	LANDSCAPE MULCH	-	FINE STRAW MULCH	-	-

07-02000 - LAYOUT OF ROUNDABOUT LANDSCAPING DETAILS - 11/17/2016

Advantages of Roundabouts:

- ❑ Contrary to many peoples' perceptions, roundabouts actually move traffic through an intersection more quickly and with less congestion.
- ❑ Roundabouts promote continuous flow.
- ❑ Traffic is only required to yield, not stop.
- ❑ Allows for the intersection to handle more traffic in the same amount of time.
- ❑ Studies have proven roundabouts have better safety performance than other types of intersections.
- ❑ Crashes in roundabouts show damages are significantly reduced.
- ❑ Insurance Institute for Highway Safety publication has proven roundabouts increase safety levels due to yield-at-entry operation & fewer conflict points. Typical plus intersection has 32 conflict points vs. 8 in a roundabout.
- ❑ FHWA (Federal Highway Administration) & IHS (Insurance Institute for Highway Safety) have shown that roundabouts typically achieve 37% reduction in overall collisions, 75% reduction in injury collisions, 90%

Disadvantages of Roundabouts:

□ Safety

- Accidents may temporarily increase due to improper driver education
- During emergencies, signalized intersections can preempt control

□ Capacity

- Coordinated signal systems can increase capacity of network

□ Delay

- As queues develop, drivers accept smaller gaps which may increase crashes

□ Cost

- Central island landscaping maintenance
- Possible illumination cost
- Possible higher construction cost
- Possible higher ROW costs

□ Pedestrians & Bicyclists

- Pedestrians, especially handicapped may experience increased delay in securing acceptable gaps to cross
- Longer travel path

□ Environmental

- May require additional ROW acquisition to mitigate for impacts

SR 9 & Dawson Forest Road



SR 53 & SR 183

Attachment "A"



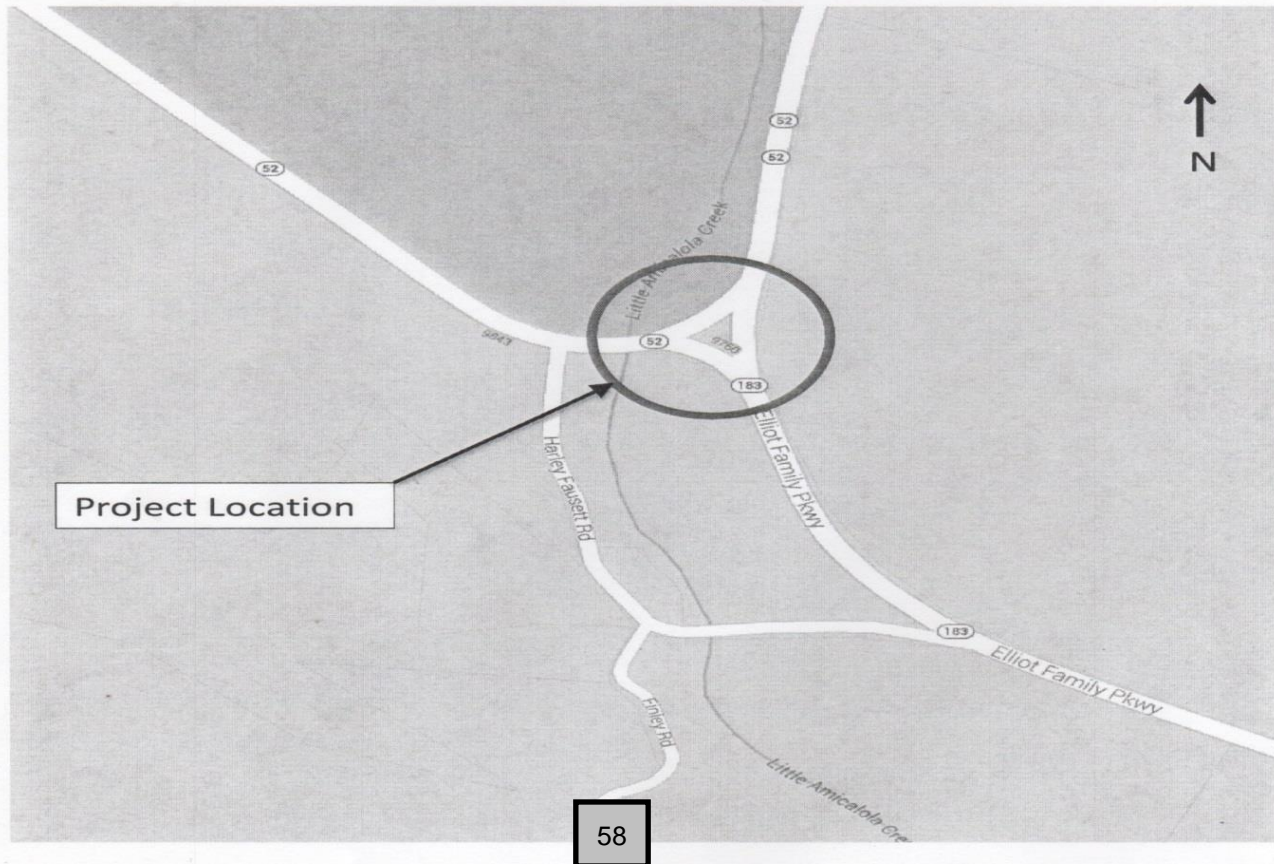
Location Map
SR 53 @ SR 183
P.I. 0009938
Dawson County

SR 52 & SR 183

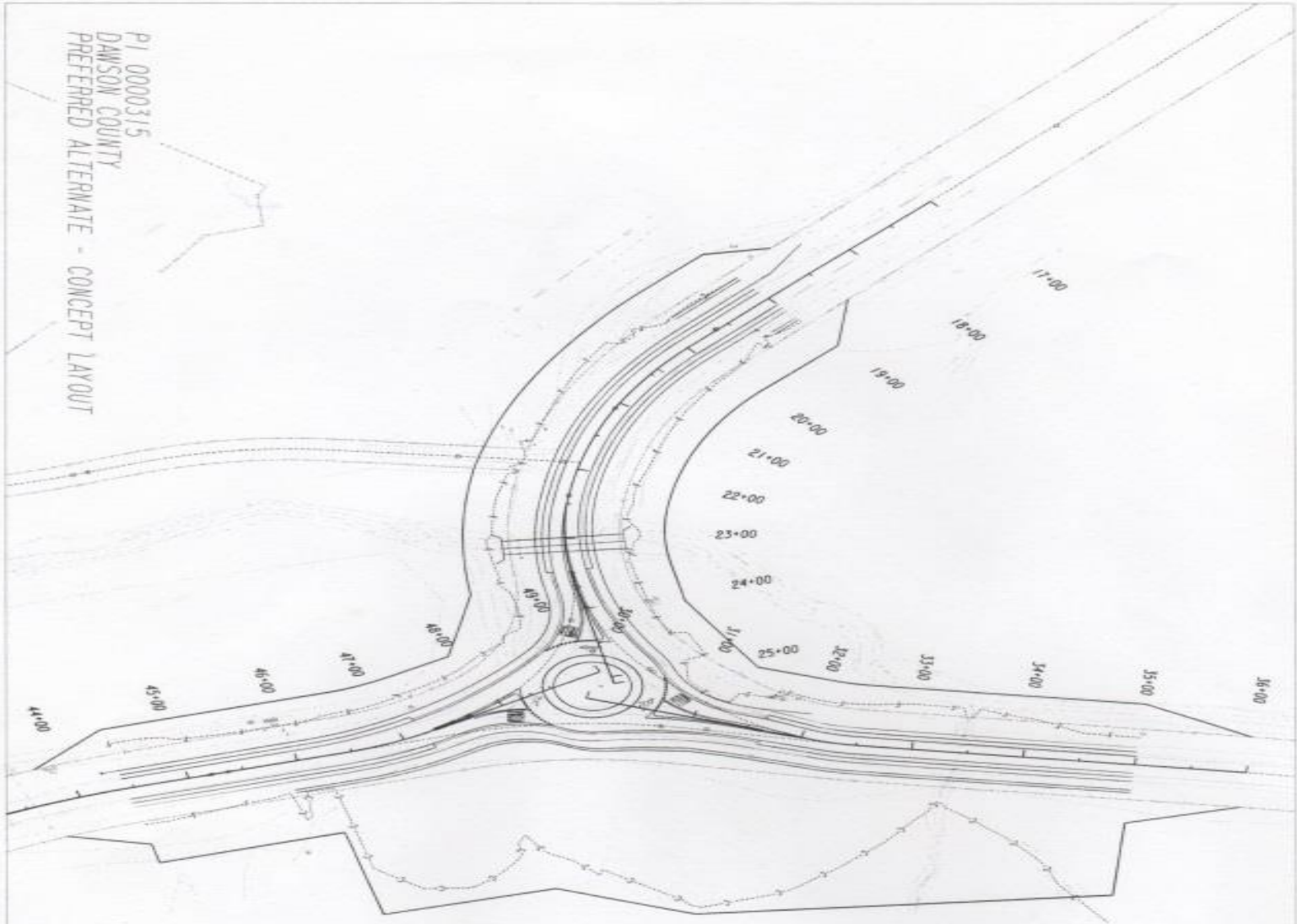
Project Concept Report – Page 3 of 11
County: Dawson

P.I. Number: 0000315

Project Location Map
SR 52 at SR 183 Intersection Improvement



P1 0000315
DAWSON COUNTY
PREFERRED ALTERNATE - CONCEPT LAYOUT



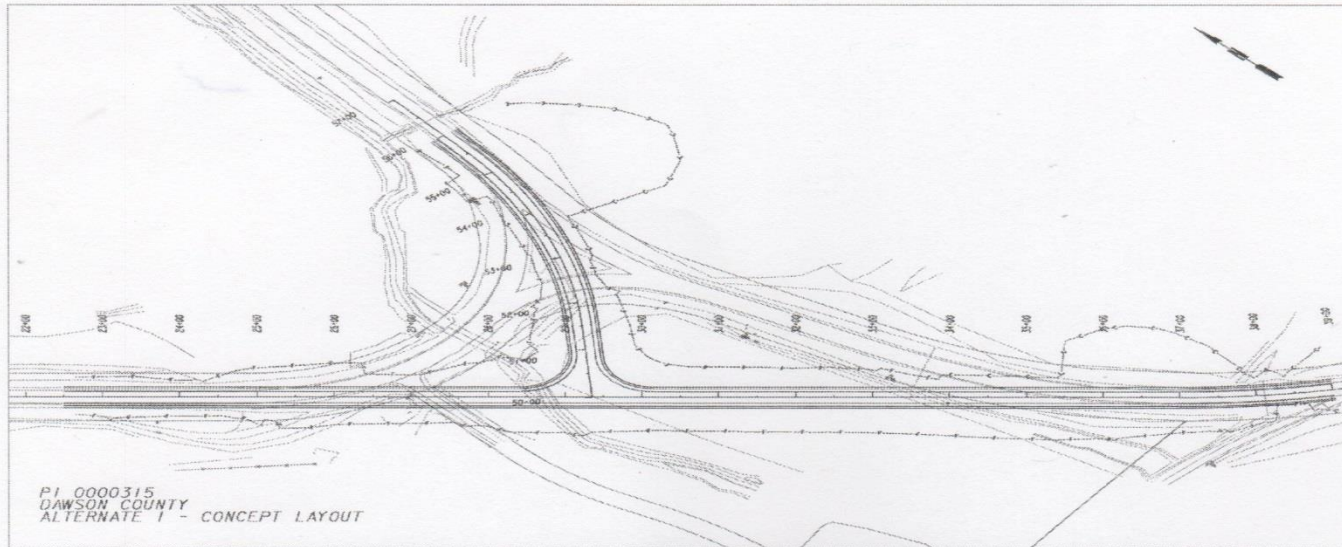


Figure 2: Alternate 1, T-Intersection to West of Existing Y-Intersection

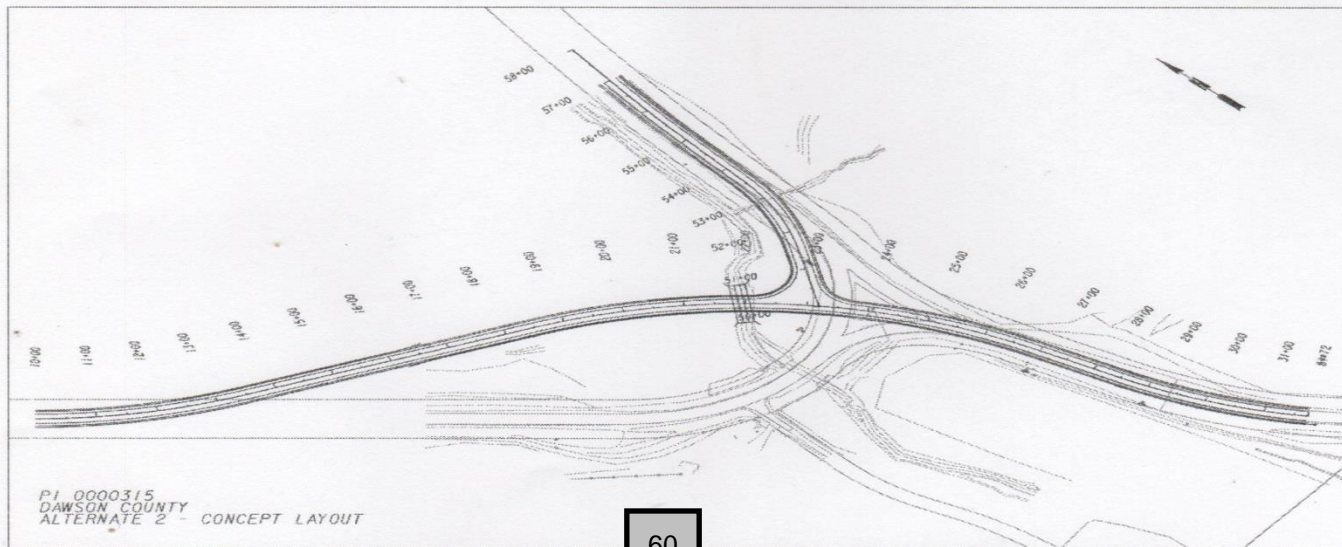


Figure 3: Alternate 2, T-Intersection to North of Existing Y-Intersection

Cost Estimates

- SR 9 & Dawson Forest Road (Double Roundabout)
 - LED - \$160/month
 - HPS (high pressure sodium) - \$430/month

- SR 53 & SR 183
 - LED - \$60/month
 - HPS (high pressure sodium) - \$150/month

- SR 52 & SR 183
 - LED - \$60/month
 - HPS (high pressure sodium) - \$150/month

Recommendation

- Seek approval of Board of Commissioners and authorize Chairman to execute:
 - Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road Intersection
 - Georgia Department of Transportation Agreement for Roundabout Lighting for SR 53 & SR 183 Intersection
 - Georgia Department of Transportation Indication of Roundabout Support for SR 52 & SR 183 Intersection

Questions



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The Board of Commissioners in Dawson County supports the consideration of a roundabout at the location specified below.

Local Street Names: Dawson Forest Road at

State/County Route Numbers: State Route 9

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Title: _____

Clerk

Backup material for agenda item:

6. Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection - Public Works Director David Headley



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Public Works

Presenter: David Headley

Submitted By: Jill Jones

Date Submitted: 5/14/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection.

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

X Commission Action Needed.

Is there a deadline on this item? If so, Explain:

Purpose of Request: Seek approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection. This approval would allow the Chairman to authorize the lighting agreement once design is complete and received from GDOT.

Department Recommendation: Authorize Chairman to execute the "Indication of Roundabout Support" form. Permission to have Chairman execute the lighting & landscape agreement once it is received from GDOT.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No Monthly energy costs will be budgeted in year project is complete.

Amount Requested: LED Lights = \$720/year, HPS Lights = \$1,800.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$720.00 or \$1,800.00 depending on selection)

Administration Staff Authorization

Dept. Head Authorization: David Headley

Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten

Date: 5-19-2015

County Manager Authorization: CINDY CAMPBELL

Work Session Date: 05/28/2015

Comments: _____

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

Georgia Department of Transportation
Office of Design Policy & Support
One Georgia Center ~ 26th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: *Scott MacLean, Lead Design Engineer*

Location

Dawson County supports the consideration of a roundabout at the location specified below.

Description: SR 52 relocation @ SR 183 extension

State/County Route Numbers: (see above)

Project: STP00-0000-00(315) Dawson County P.I. No. 0000315

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This _____ day of _____, 2015

Attest:

By: _____

Title: _____

County Clerk

Backup material for agenda item:

7. Presentation of the Georgia Department of Transportation Agreement for Roundabout Support for the SR 53 and SR 183 Intersection - Public Works Director David Headley



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Public Works

Presenter: David Headley

Submitted By: Jill Jones

Date Submitted: 5/13/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Agreement for Roundabout Lighting at the SR 53 & SR 183 Intersection

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only

OR

Commission Action Needed.

X (no action needed)

Is there a deadline on this item? If so, Explain:

Purpose of Request: To seek approval from the Board of Commissioners for the Georgia Department of Transportation Agreement for Roundabout Lighting for the proposed roundabout at the SR53 & SR183 intersection. The Indication of Roundabout Support was approved by the BOC and signed by the Chairman on October 21, 2010. The Agreement of Roundabout Lighting document is the next step in the process that states that GDOT will pay for the cost to install lighting and the County will be responsible for the energy costs and ongoing maintenance of the lighting.

Department Recommendation: Authorize the chairman to execute 5 copies of the Agreement for Roundabout Lighting

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No Monthly energy costs will be budgeted in year project is complete.

Amount Requested: LED Lights = \$720/year, HPS Lights = \$1,800.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$720.00 or \$1,800.00 depending on selection)

Administration Staff Authorization

Dept. Head Authorization: David Headley Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten Date: 5-19-2015

County Manager Authorization: CINDY CAMMELL Work Session Date: 05/28/2015

Comments: _____

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

Dawson County supports the consideration of a roundabout at the location specified below.

Local Street Names: _____ at _____

State/County Route Numbers: **SR 53 at SR 183**

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the 21st day of October, 20 10

Attest:

D. Smith
Clerk

By:

M. B. Bue

Title:

Chairman, Dawson BOC

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

This Agreement is made and entered into this _____ day of _____, 20____,
by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia,
hereinafter called the **DEPARTMENT**, and DAWSON COUNTY, GEORGIA acting by and through
its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain
roundabout lighting at the **SR 53 @ SR 183** intersection in Dawson County, said lighting to be
installed under GDOT P.I. No. 0009938; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in: 1)
Providing the Energy and 2) the Operation and Maintenance of said lighting systems at the aforesaid
location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid locations, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting at the SR 53 @ SR 183 intersection in Dawson County, said lighting to be installed under GDOT P.I. No. 0009938, as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting systems.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

DAWSON COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the Board of Commissioners at a meeting held at

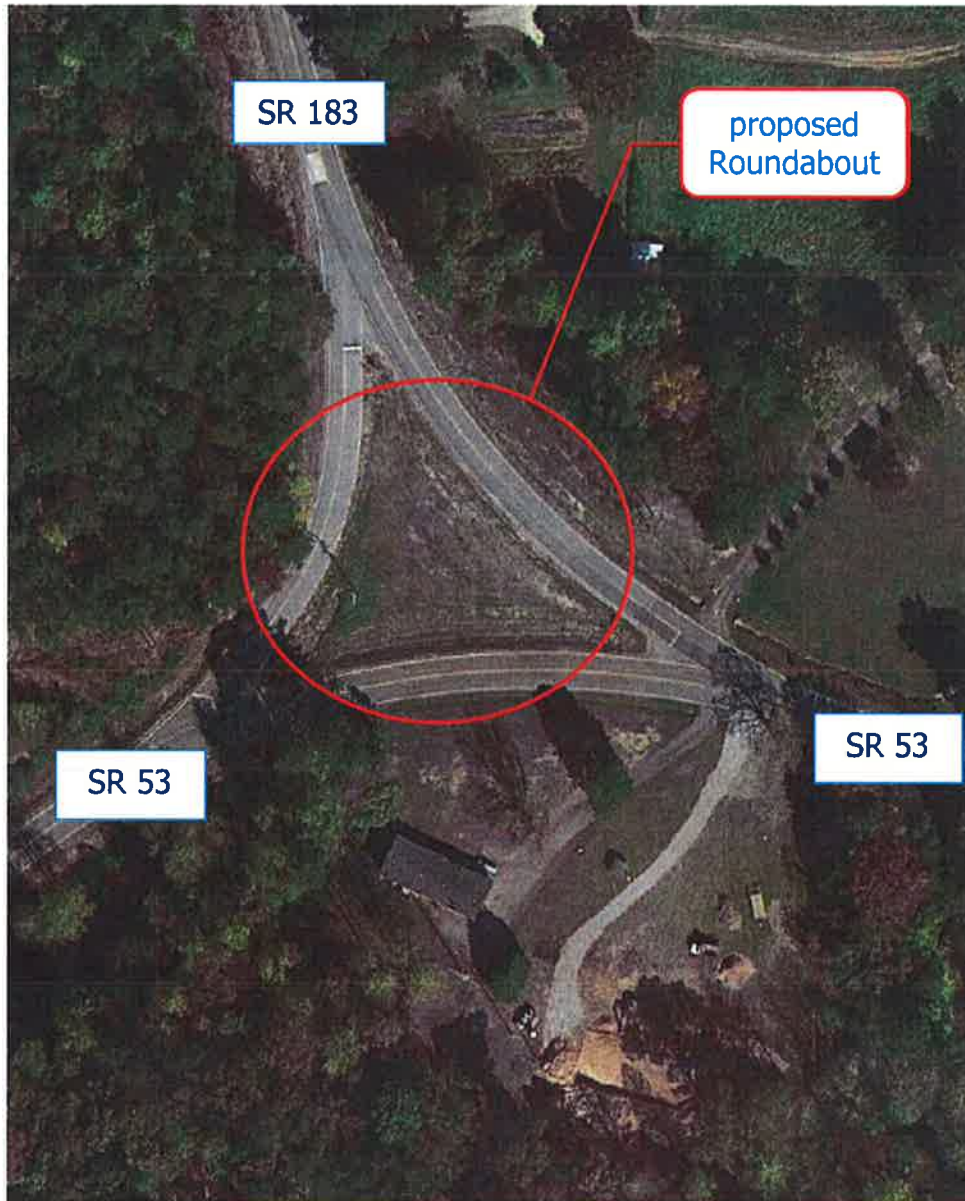
this ____ day of _____,
20 ____.

ATTEST:

Treasurer

Commission Clerk

Attachment "A"



Location Map
SR 53 @ SR 183
P.I. No. 0009938
Dawson County

Backup material for agenda item:

8. Presentation of the Georgia Trauma Commission Equipment Grant - Emergency Services
Director Billy Thurmond



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 05-14-2015

Item of Business/Agenda Title: Georgia Trauma Commission Equipment Grant

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Deadline to submit Survey Monkey application is June 15, 2015

Purpose of Request: Funding allows department to purchase trauma equipment at no cost to the county.

Department Recommendation: Approval to apply for Georgia Trauma Commission Equipment Grant

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Annual grant that does not require County match.

No

Amount Requested: Determined by number of applicants Amount Budgeted: In 2014, we received \$5,969.00.

Fund Name and Account Number: 250-00-3925-XXXXXX-015

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 05-14-2015

Finance Dept. Authorization: Dena Bosten Date: 05-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Georgia Trauma Commission Equipment Grant

DATE: 05-14-2015

BUDGET INFORMATION:

ANNUAL- Grant Fund
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: Approval to apply for Georgia Trauma Commission Equipment Grant

PURPOSE: The grant allows for the purchase of equipment to be used to care for trauma victims.

HISTORY: This is an annual grant provided by the Georgia Trauma Commission. The County has applied for and received this grant for the past few years. All who apply are awarded based on the number of 911 providers and number of licensed ambulances each provider has. Dawson County received \$5,969.00 last year.

FACTS AND ISSUES: \$2,980,536.00 is available state wide. Only 911 zoned providers are eligible. Amount of award determined after application process ends.

OPTIONS:

RECOMMENDED SAMPLE MOTION: BOC approval to apply for Georgia Trauma Commission Equipment Grant before the June 15, 2015 deadline using the Survey Monkey application process

DEPARTMENT: ESA

Prepared by: Billy Thurmond

Director Billy Thurmond



Memorandum:

To: All EMS Directors of Zoned 911 Services
From: The Georgia Association of EMS
Date: May 7, 2015
Subject: Grant Opportunity

The Georgia Trauma Care Network Commission has awarded the EMS community a Grant to be used to purchase trauma related equipment and/or deliver trauma training for **911 zoned ambulance providers**. The total amount of FY 14 and FY 15 combined funding to be disbursed in one grant award to the 911 Zone providers is \$2,980,536. This year the Trauma Commission has agreed to allow the service to purchase any equipment that will enhance your ability to care for trauma patients.

All 911 zoned EMS providers in Georgia are eligible to apply for this grant.

Please take a few minutes to read this entire document to insure that you are successful in this grant opportunity.

To be eligible for funding your applications must be submitted 'On Line' via the Survey Monkey link at

[2015 GAEMS Trauma Related Equipment Grant](#)

before midnight June 15, 2015. Any questions concerning this grant can be directed to Kim Littleton, GAEMS Executive Director at kimberly0630@gmail.com.

It is essential that you check your email frequently to insure that you receive updates concerning this grant. If you change your email address it is your responsibility to notify the GAEMS at the email address listed above.

The Equipment Grant – total amount to be disbursed is \$2,980,536.

This grant will be awarded in an equal amount for each licensed ambulance used to provide emergency patient care as part of a 911 zone. This is a non-competitive grant. Each of the ambulances, verified to be eligible, will receive the same dollar amount in this grant. The exact amount of money to be allocated to each 911 zoned ambulance will be determined after the grant application deadline of June 15, 2015. **The GAEMS will work with the State Office of EMS to verify the number of ambulances that meet this requirement.** The award amount to services will be determined by dividing the total grant amount by the number of qualified 911 zoned ambulances (certified by SOEMS) that we have received applications for by the grant application deadline of June 15.

While every 911 ambulance is eligible for this funding *you must apply for these funds to be awarded the money. GAEMS will send only one check to your service to reimburse this grant.*

Backup material for agenda item:

9. Presentation of FY 2014 Georgia Trauma Commission Excess Funds - Emergency Services Director Billy Thurmond



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 05-18-2015

Item of Business/Agenda Title: 2014 Georgia Trauma Commission Excess Funds

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Funds are available upon BOC approval

Purpose of Request: To obtain FY 2014 excess funds that are available through trauma commission to purchase rope rescue equipment.

Department Recommendation: BOC approval to accept the \$4,100.00 of available Georgia Trauma Commission funds.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No Excess 2014 trauma commission funds are available to Dawson County

Amount Requested: \$4,100.00

Amount Budgeted:

Fund Name and Account Number: 250-00-3925-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 05-18-2015

Finance Dept. Authorization: Dena Bosten Date: 05-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 2014 Excess Trauma Commission funding

DATE: 05-19-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: Approval to accept excess funding from Trauma Commission

PURPOSE: Funding is to be used by counties to fund equipment and training to care for trauma victims.

HISTORY: For the past few years, Dawson County has received funding from the Ga. Trauma Commission for equipment and personnel training.

FACTS AND ISSUES: 4100.00 available to the county for purchasing rope rescue equipment.

OPTIONS:

RECOMMENDED SAMPLE MOTION: BOC approval to accept excess 2014 Ga. Trauma Commission funding to purchase rope rescue equipment.

DEPARTMENT: ESA

Prepared by: Billy Thurmond

Director Billy Thurmond

Backup material for agenda item:

10. Presentation of FY 2014 Budget Amendments - Chief Financial Officer Dena Bosten



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance

Presenter: Dena Bosten

Submitted By: Dena Bosten

Date Submitted: 5/15/2015

Item of Business/Agenda Title: FY 2014 Budget Amendments Resolution

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: Must be completed before FY 2014 Audit Presentation

Purpose of Request: Resolution to approve FY 2014 budget amendments

Department Recommendation: Approve and amend as presented by resolution

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: DENA BOSTEN Date: 05/19/2015

Finance Dept. Authorization: DENA BOSTEN Date: 05/19/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____

Attachments: FY 2014 Budget Resolution and presentation



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2014 Budget Amendments Resolution

DATE: 5/15/2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: 6/4/2015

PURPOSE: Georgia Code requires Board approval of budget amendments to the original budget should there be an increase in appropriation at the department level (which is the legal level of control).

HISTORY:

FACTS AND ISSUES: The budget is amended throughout the year as outlined in the annual budget resolution.

OPTIONS:

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2014 Budget amendments as presented and to approve the FY 2014 Budget Amendments Resolution.

DEPARTMENT: Finance

Prepared by: Dena Bosten

Director Dena Bosten

**DAWSON COUNTY, GEORGIA
2014 BUDGET AMENDMENT RESOLUTION**

**A RESOLUTION APPROVING BUDGET AMENDMENTS TO INCOME AND
EXPENDITURES FOR FISCAL YEAR 2014 FOR EACH FUND OF DAWSON
COUNTY**

WHEREAS, a Budget for fiscal year 2014 has been presented and
previously adopted;

WHEREAS, the Budget for each department in the General Fund that
exceeded the originally adopted budget has been adjusted;

WHEREAS, for all other funds, the Budget for each fund that exceeded
the originally adopted budget has been adjusted.

NOW, THEREFORE, the Board of Commissioners hereby approves this
Budget Resolution for Amendments to Income and Expenditures for fiscal year
2014 established through audited financial data.

This _____ day of _____, 2015.

ATTEST:

DAWSON COUNTY
Board of Commissioners

Danielle Yarbrough, County Clerk

By: _____
Mike Berg, Chairman



FY 2014 Budget Amendment Presentation

Dena Bosten

Chief Financial Officer

May 28, 2015

FY 2014 BUDGET HIGHLIGHTS

- Original FY 2014 General Fund Budget
 - \$ 20,881,981
- Final FY 2014 General Fund Budget
 - \$ 21,009,038
- Increase of \$127,057
 - 0.6%



GENERAL FUND REVENUE SUMMARY

	<u>2014 AMENDED</u>	<u>2014 ORIGINAL</u>
<u>CATEGORY</u>	<u>BUDGET</u>	<u>BUDGET</u>
31 TAXES	16,883,900	16,883,900
32 LICENSES & PERMITS	431,500	431,500
33 INGERGOV'T REVENUES	252,000	252,000
34 CHARGES FOR SERVICE	1,825,340	1,825,390
35 FINES & FOREITURES	550,500	542,500
36 INVESTMENT INCOME	19,695	19,695
37 CONTRIBUTIONS/DONATIONS	36,238	-
38 MISCELLANESOUS REVENUE	88,319	60,450
39 OTHER FINANCING SOURCES	921,546	866,546
	21,009,038	20,881,981
Increase of \$127,057		

GENERAL FUND EXPENDITURE SUMMARY

	<u>2014 AMENDED</u>	<u>2014 ORIGINAL</u>
<u>CATEGORY</u>	<u>BUDGET</u>	<u>BUDGET</u>
51 PERS SVC/EMP BENEFITS	12,828,083	12,957,008
52 PURCH/CONTRACT SERVICES	2,712,518	2,455,116
53 SUPPLIES	2,508,375	2,562,213
54 CAPITAL OUTLAYS	96,618	25,000
55 INTER FUND/DEPT CHARGES	205,000	205,000
57 OTHER COSTS	1,145,618	1,165,318
58 DEBT SERVICE	263,143	263,143
61 OTHER FINANCING USES	1,249,683	1,249,183
	21,009,038	20,881,981
Increase of \$127,057		

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
1310 BOARD OF COMMISSIONERS	222,189	222,189	186,070.39
1320 COUNTY ADMINISTRATION	412,711	412,711	367,791.34
1400 ELECTIONS/REGISTRAR	218,174	218,174	189,871.78
1500 GENERAL GOVERNMENT	316,969	434,836	216,696.90
1510 FINANCE	489,110	489,110	465,037.46
1535 INFORMATION TECHNOLOGY	233,991	233,991	221,038.21
1540 HUMAN RESOURCES	103,306	103,306	98,035.28
1545 TAX COMMISSIONER	414,233	414,233	405,818.67
1550 TAX ASSESSOR	378,242	378,242	357,960.88
1551 BOARD OF EQUALIZATION	14,175	14,175	8,352.58
1555 RISK MANAGEMENT	205,000	205,000	195,452.23
1565 FACILITY MANAGEMENT	959,909	970,299	898,903.86
2150 SUPERIOR COURT	459,001	443,003	459,000.29
2180 CLERK OF COURT	525,582	509,882	496,314.94
2200 DISTRICT ATTORNEY	595,009	595,009	590,803.55
2400 MAGISTRATE COURT	247,906	237,086	247,905.87
2450 PROBATE COURT	253,436	247,809	253,435.19
2600 JUVENILE COURT	106,901	83,199	106,900.32
2800 PUBLIC DEFENDER	268,156	266,649	268,155.45

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
3300 SHERIFF	2,786,413	2,801,844	2,785,243.24
3322 K9	36,500	36,500	24,833.88
3326 JAIL	2,458,867	2,454,003	2,458,866.42
3350 SCHOOL RESOURCE OFFICERS	224,427	217,163	223,851.54
3351 MARSHAL	139,068	139,068	134,109.88
3360 SHERIFF SERVICES	578,418	520,115	578,417.10
3390 SHERIFFS OFFICE DONATIONS	7,591	-	6,900.00
3500 FIRE	1,215,377	1,233,521	1,215,376.96
3610 ESA	157,727	161,480	157,726.83
3630 EMS	1,946,787	1,883,730	1,946,770.95
3700 CORONER	69,207	57,290	69,206.41
3915 HUMANE SOCIETY	126,000	126,000	126,000.00
3920 EMA	6,480	12,245	6,164.76
4100 PUBLIC WORKS ADMIN	207,246	207,246	175,166.67
4220 ROADS DEPT	1,312,903	1,312,903	1,234,898.35
5110 HEALTH	162,000	162,000	162,000.00
5433 CASA	6,000	6,000	6,000.00
5440 DFACS	64,503	64,503	13,370.72

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
5450 NOA-NO ONE ALONE	2,500	2,500	2,500.00
5452 INDIGENT WELFARE	5,950	4,000	5,950.00
5520 SENIOR CENTER	70,235	70,235	62,623.15
5521 SENIOR SERVICES DONATION	24,907	-	5,121.54
5522 MEDICARE SILVER SNEAKERS	5,000	5,000	4,475.00
6120 PARK	840,564	822,730	840,563.84
6121 PARK GENERAL DONATIONS	22,400	-	14,086.77
6122 PARK WOMENS CLUB	1,459	-	-
6124 PARK POOL	30,665	26,293	30,664.74
6180 WAR HILL PARK	13,846	15,233	13,845.27
6510 LIBRARY	366,530	366,530	366,530.00
7100 CONSERVATION	722	700	721.39
7130 COUNTY EXTENSION	76,348	76,348	71,909.24
7410 PLANNING & DEVELOPMENT	292,965	292,965	280,990.66
7520 DEVELOPMENT AUTHORITY	75,000	75,000	75,000.00
7640 ADULT LITERACY	750	750	-
9000 OTHER FINANCING USES	1,249,683	1,249,183	794,269.76
TOTAL GENERAL FUND	21,009,038	20,881,981	19,927,700

ALL FUNDS

<u>Fund</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>Difference Between Orig & Amended</u>	<u>2014 Actual Expenditures</u>
100 DAWSON COUNTY GENERAL	21,009,038	20,881,981	127,057	19,927,700.26
200 DATE	21,000	21,000	-	21,000.00
201 JAIL	55,000	55,000	-	-
202 LVAP (CRIME VICTIMS)	24,300	24,300	-	21,043.51
205 LAW LIBRARY	36,590	36,590	-	25,398.65
206 FIRE/ESA DONATIONS ACCOUNT	50,795	-	50,795	35,667.71
207 FAMILY CONNECTION-(FC)	339,092	306,911	32,181	236,872.10
211 INMATE WELFARE FUND	60,000	60,000	-	98,625.93
212 CONFISCATED ASSETS DA	11,000	11,000	-	2,245.21
213 CONFISCATED ASSETS DCSO	43,000	43,000	-	42,828.20
215 EMERGENCY 911	893,570	685,527	208,043	913,806.18
250 MULTIPLE GRANTS	2,522,162	2,094,140	428,022	1,696,395.67
275 HOTEL/MOTEL TAX	325,000	325,000	-	320,735.31
315 GO BOND SERIES 2007 (SP5)	5,750,430	5,750,000	430	2,304,705.81
322 SPLOST IV	-	-	-	631.00
323 SPLOST V	6,525,179	6,525,179	-	6,569,426.59
350 CAPITAL PROJECTS	1,451,200	791,000	660,200	1,356,057.58
421 DEBT SVC GO BONDS 2007 SERIES	8,425,750	8,425,750	-	8,425,750.00
540 SOLID WASTE ENTERPRISE	756,411	756,003	408	594,463.87
565 DCAR GIS ENTERPRISE	153,791	153,791	-	14,197.86
615 FLEET FUEL AND MAINTENANCE FUND	1,299,443	1,299,443	-	1,220,300.87
771 INMATE ESCROW (KEEFE) 2008	100,000	100,000	-	97,335.55
785 IMPACT FEES	-	-	-	-
TOTALS	49,852,751	48,345,615	1,507,136	43,925,187.86

RECOMMENDATION

- Adopt Amended Budget for all funds as presented

QUESTIONS

Backup material for agenda item:

11. Presentation of Intergovernmental Agreement with the City of Dawsonville for Animal Control Enforcement- County Attorney Joey Homans



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: County Attorney

Presenter: County Attorney, Joey Homans

Submitted By: County Attorney, Joey Homans

Date Submitted: 05/18/2015

Item of Business/Agenda Title: Intergovernmental Agreement for Animal Control Enforcement

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: **Seek decision of approval or rejection regarding intergovernmental agreement for animal control enforcement with the City.**

Department Recommendation: _____

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: Joey Homans Date: 05/18/2015

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____

Attachments: _____

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL ENFORCEMENT**

**STATE OF GEORGIA
COUNTY OF DAWSON**

This Agreement is hereby made and entered into effective the ____ day of _____, 2015 between the CITY OF DAWSONVILLE, (hereinafter referred to as "CITY") and DAWSON COUNTY (hereinafter referred to as "COUNTY"), for the purpose of providing and maintaining Animal Control code enforcement and related services within the CITY. The parties hereto hereby agree as follows:

WHEREAS, the CITY does not have all of the necessary resources, equipment, or personnel to provide independent Animal Control code enforcement services to citizens of the CITY; and

WHEREAS, the Dawson County Marshal's Office (hereinafter "MARSHAL") provides code enforcement to the COUNTY for the enforcement of local COUNTY ordinances related to Animal Control; and

WHEREAS, Georgia law permits the MARSHAL to enforce local CITY ordinances and/or to provide other services to municipalities pursuant to an intergovernmental agreement; and

WHEREAS, the COUNTY maintains necessary personnel, equipment, and means to provide efficient code enforcement services related to Animal Control through the MARSHAL to the citizens of the CITY; and

WHEREAS, Animal Control services are paid for, in full or in part, by ad valorem taxes paid to the COUNTY by land owners in the CITY and in the COUNTY; and

WHEREAS, the parties hereto have determined that this Intergovernmental

Agreement serves the best interest of all parties and best serves the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY.

NOW, THEREFORE, in consideration of the promises set forth and the mutual promises hereby made, the covenants and conditions set forth herein, and in consideration of the terms of this Intergovernmental Agreement as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT: This contract shall become effective on execution by the parties and shall continue in full force and effect until terminated in accord with the terms hereinbelow.

2.

ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE COUNTY THROUGH THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall perform the following services for the benefit of the residents and businesses of the CITY:

- a) Enforce CITY ordinances related to Animal Control. All tickets issued for violations of CITY ordinances related to Animal Control shall be returned to the City Court. All fines received by the City Court for Animal Control violations shall be equally divided between the CITY and the COUNTY recognizing the Court services costs incurred by the CITY and the enforcement services incurred by the COUNTY.
- b) The COUNTY shall be responsible for all costs or fees paid to the Dawson County Humane Society or such other provider of similar Animal Control services chosen by the COUNTY related to the provision of Animal

Control services within all of Dawson County, including the corporate limits of the CITY.

3.

COMPENSATION: The COUNTY acknowledges receiving substantial benefits under this Intergovernmental Agreement for Animal Control enforcement as set forth herein. The parties agree that the consideration and services provided by the CITY offsets the costs of providing Animal Control code enforcement and related services incurred by DAWSON COUNTY within the corporate limits of the CITY and constitutes complete reimbursement for the same.

4.

OBLIGATIONS OF THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein within the corporate limits of the CITY.

5.

OBLIGATIONS OF THE CITY: The CITY hereby agrees to comply with all reasonable requests of DAWSON COUNTY necessary to permit the MARSHAL to perform duties in accord with the terms of this Agreement. The CITY will provide City Court services including the Judge, City Solicitor, City Court Clerk and related court services necessary to implement the terms of this Agreement.

6.

TERMINATION OF AGREEMENT: Any party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than

October 1 of each calendar year. If this Agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agreement that the Agreement shall be renewed annually beginning January 1, 2016 and for a period of ten (10) years thereafter.

7.

ENTIRE AGREEMENT: This Agreement supersedes any and all Agreements, both oral and written, between the parties hereto regarding the rendering of Animal Control and related services for the benefit of the CITY, and this Agreement contains all of the covenants and Agreements between the parties regarding these services. Each party acknowledges that no representation, inducement, promise, or agreement (written or oral) has been made by either party or by anyone acting on behalf of a party that is not embodied in this Agreement. Any modification of this Agreement shall be effective only if any such modification is in writing and properly executed by the parties hereto.

8.

ADDITIONAL INSTRUMENTS: The parties hereby agree to properly and promptly endorse, execute, and deliver any instrument or document necessary from time to time to effectuate the provisions of this Agreement.

9.

AUTHORITY: The undersigned parties agree that each party has the authority and permission to execute this Agreement and that this Agreement has been approved by both the CITY Council and the COUNTY Commission. Further, the parties hereto hereby agree and acknowledge that each respective entity shall be responsible for the obligations as set forth herein.

10.

DISCLOSURE AND VOLUNTARY EXECUTION: Each party hereby declares that the foregoing Agreement has been read and each party declares a full understanding of the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this Agreement is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this Agreement is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

DAWSON COUNTY, GEORGIA

ATTEST:

Danielle Yarbrough, County Clerk


(seal)

Mike Berg, Chairman

DATE: _____, 2015.

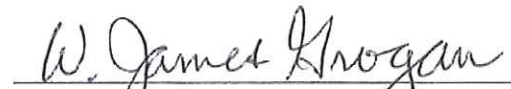
CITY OF DAWSONVILLE

ATTEST:



Bonnie Warne, City Clerk

(seal)



W. James Grogan, Mayor

DATE: 5-5-15, 2015.