



Hart County Board of Commissioners  
Tuesday October 13, 2020  
6:00 p.m.

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
  - 09/22/2020 Reg Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
  - September Financial Report
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
  - a) Tax Year 2020 County Millage Rate Certification
13. NEW BUSINESS
  - a) Garden Club Council Courthouse Grounds Request
  - b) Ambulance Remount
  - c) FY21 Arial Photography
  - d) Credit for Experience Sheriff Office
  - e) 2021 DHS Transportation Agreement with Senior Center
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Personnel – Real Estate
16. ADJOURNMENT

Hart County Board of Commissioners  
September 22, 2020  
6:00 p.m.

Hart County Board of Commissioners met September 22, 2020 at 6:00 p.m. at the Hart County Administrative & Emergency Services Center.

Chairman Joey Dorsey presided with Commissioners Frankie Teasley, Marshall Sayer and Ricky Carter in attendance. Commissioner R C Oglesby was absent.

1. Prayer

Prayer was offered by Chairman Dorsey.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call To Order

Chairman Dorsey called the meeting to order.

4. Welcome

Chairman Dorsey welcomed those in attendance.

5. Approve Agenda

Commissioner Teasley moved to amend and approve the agenda to remove item 13 e, add 15 litigation matters. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

6. Approve Minutes of Previous Meeting(s)

- 09/08/2020

Commissioner Sayer moved to approve the minutes of September 8, 2020. Commissioner Teasley provided a second to the motion. The motion carried 3-0 (Commissioner Carter abstained due to his absence).

7. Remarks By Invited Guests, Committees, Authorities

None

8. Reports By Constitutional Officers & Department Heads

County Attorney Walter Gordon observed Hart County BOC are more open in their meeting practices and response to open records request; others have commented that ruling someone out of order could happen over and over could impair a person's rights for free speech. However, this doesn't happen under this government; the BOC does not require prior notice nor the subject matter for anyone to speak during public comment; public comment is called for prior to a final vote. The BOC needs the ability to call an individual out of order especially when they do not confine themselves to the business of the county.

9. County Administrator's Report

County Administrator Terrell Partain announced Probate Court Merry Kirk's father passed away and keep the family in thoughts and prayers.

10. Chairman's Report

None

11. Commissioners' Reports

Commissioner Teasley recognized Law Enforcement, EMS, Fire, Road Department and county employees for their efforts.

12. Old Business

a) Public Hearing FY21 General Fund Budget

Commissioner Teasley moved to open the public hearing for FY21 General Fund Budget. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

No public comments were offered.

Commissioner Sayer moved to close the public hearing and reconvene the regular meeting. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

b) Final Adoption FY21 Budget

Commissioner Teasley moved to adopt FY21 Budget. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

c) Tax Year 2020 County Millage Rate Certification

Commissioner Sayer moved to approve Tax Year 2020 County Millage Rate Certification. Commissioner Carter provided a second to the motion. The motion carried 4-0.

d) Vote to Release July 14, 2020 Executive Session Minutes (removed 9/8/20)

Commissioner Sayer moved to release July 14, 2020 Executive Session Minutes. Commissioner Teasley provided a second to the motion. The motion carried 3-1 (Commissioner Carter opposed).

e) Front Setback Variance Request for Edmonson C77A 009 016 (tabled 9/8/20)

Commissioner Teasley moved to take the front setback variance request for Edmonson off the table. Commissioner Sayer provided a second to the motion. The motion carried 3-0 (Commissioner Carter abstained).

No action was taken on the setback variance request.

f) Letter of support – Franklin County/Cost Sharing Audit for Airport Authority

Commissioner Sayer moved to draft a letter of support and participate in cost sharing with Franklin County for an extensive audit for the Airport Authority. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

13. New Business

a) Cares Act Funding

Administrator Partain reported Hart County was reimbursed for public safety expenses for March 1, 2020 through August 31, 2020 in the amount of \$1,077,786.11 for phase 1 the CARES Act (Coronavirus Aid, Relief, and Economic Security Act). There is a possibility of additional funding through Phase II.

b) Credit for Years of Experience EMS

Commissioner Sayer moved to grant Mike Adams eighteen years of credit for experience for the position change from Shift Supervisor to EMS Director. Commissioner Carter provided a second to the motion. The motion carried 4-0.

c) Body Camera Purchase for Sheriff's Office

Commissioner Carter moved to purchase body cameras from CARES Act funding from Digital-Ally. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

d) County Policy Manual updates for 2020

Commissioner Teasley moved to approve the amendments to County Policy Manual. Commissioner Carter provided a second to the motion. The motion carried 4-0.

e) Bowersville Fire Station Roof – Item was removed from the agenda

14. Public Comment

HYDRA Director Mindy Wise thanked the BOC for providing space for the youth programs; varies programs offered are after-school program; mentorship/volunteerism, summer camp, preventative programs and movie/game nights once per month. The goal is to empower youth for their future; she invited BOC members to the once of month movie night.

James Fulghum representing American Legion Post 109 inquired about the plans to move the flag pole on the courthouse grounds and relocating the WWI monument. Administrator Partain responded there is more involved to move the flag pole.

Mr. Fulghum also announced American Legion Post has petitioned Alan Powell to present legislation to rename Highway 29 to Veteran's Memorial Highway.

Luther Cartee commented according to his research three BOC members own business in Hart County. Chairman Dorsey responded the tire business he owns does very little business with the county and takes a loss under State contract.

David Cagle presented open records request for the designation of E Main Street in Bowersville as an emergency services corridor; request time limits for public comments from January 1, 2017 through September 8, 2020 and; challenged BOC to submit to drug tests. He also referenced Chairman Dorsey's response to a comment made to him while Chairman Dorsey was on a job site in Bowersville.

Chairman Dorsey denied calling Mr. Cagle what he implied and called him out of order.

Chairman Dorsey stated conduct and personal attacks is why public comment is so vital. However, Mr. Cagle's conduct and personal attacks during meetings in Bowersville is not allowable.

Chuck Turner commended the BOC for what they do.

Randy Phillips inquired about patching Deer Run Lane. Administrator Partain responded the road is on the contractor's list and should be repaired soon.

15. Executive Session

Commissioner Teasley moved to exit into Executive Session to discuss personnel and litigation matters. Commissioner Sayer provided a second to the motion. The motion carried 4-0. (Commissioner Carter did not attend executive session).

Commissioner Teasley moved to reconvene the regular meeting session. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

16. Adjournment

Commissioner Teasley moved to adjourn the meeting. Commissioner Carter provided a second to the motion. The motion carried 4-0.

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Joey Dorsey, Chairman

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Lawana Kahn, County Clerk

## FY 2020 Budget Financial Dashboard

| FY 2020                          | October     | November    | December    | January     | February    | March       | April       | May         | June        | July        | August      | September   | YTD          | TARGET       | GAP to TARGET | % GAP to TARG |
|----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|---------------|---------------|
| Revenues                         | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566  | \$1,035,566  |               |               |
| Expenditures                     | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566 | \$1,035,566  | \$1,035,566  |               |               |
| Actual Revenue                   | \$432,259   | \$1,390,520 | \$3,545,521 | \$2,778,212 | \$673,213   | \$693,044   | \$568,495   | \$652,392   | \$694,483   | \$993,480   | \$673,741   | \$1,652,946 | \$1,474,806  | \$12,426,790 | \$2,321,516   | 19%           |
| Actual Expenses                  | \$963,851   | \$924,985   | \$1,352,557 | \$1,111,370 | \$779,038   | \$1,064,767 | \$858,254   | \$811,740   | \$1,314,613 | \$1,030,304 | \$982,168   | \$1,040,958 | \$12,234,605 | \$12,426,790 | -\$197,185    | -2%           |
| Monthly Variance                 | -\$531,592  | \$465,534   | \$2,192,964 | \$1,666,843 | -\$105,825  | -\$371,722  | -\$289,759  | -\$159,348  | -\$620,130  | -\$36,824   | -\$308,428  | \$611,987   | \$2,513,701  |              | \$2,513,701   |               |
| YTD (Reserve Drawdown)           | -\$531,592  | -\$66,058   | \$2,126,907 | \$3,793,749 | \$3,687,324 | \$3,316,202 | \$3,026,443 | \$2,867,096 | \$2,246,965 | \$2,210,141 | \$1,901,713 | \$2,513,701 |              |              |               |               |
| Real Property (Target \$470K)    | \$30,526    | \$733,252   | \$2,621,094 | \$1,825,468 | \$105,449   | \$63,557    | \$18,598    | \$64,770    | \$43,464    | \$20,042    | \$21,140    | \$27,636    | \$5,574,996  | \$5,640,000  | -\$65,004     |               |
| LOST (Target \$188K)             | \$244,241   | \$218,113   | \$219,378   | \$241,685   | \$208,052   | \$202,925   | \$222,689   | \$238,353   | \$250,927   | \$263,021   | \$244,945   | \$467,864   | \$3,022,193  | \$2,068,000  | \$954,193     |               |
| EMS Fees (Target \$95.8)         | \$96,386    | \$76,118    | \$70,307    | \$110,319   | \$82,814    | \$84,159    | \$118,976   | \$74,026    | \$85,286    | \$80,211    | \$108,798   | \$85,548    | \$1,072,946  | \$1,149,600  | -\$76,654     |               |
| Vehicle Title Fee (Target \$62K) | \$96,707    | \$109,494   | \$78,243    | \$109,661   | \$109,771   | \$89,182    | \$117,925   | \$87,394    | \$108,999   | \$115,956   | \$114,550   | \$101,076   | \$1,238,957  | \$744,000    | \$494,957     |               |

**LEGEND**

- Meets or Exceeds Target
- Variance < 3% or Target
- Variance > 3% of Target

**LEGEND**

- Meets or Exceeds Target
- Variance < 3% or Target
- Variance > 3% of Target

Through Audit

Will change



## MEMORANDUM

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 12 A Tax Year 2020 County Millage Rate Certification

Attached is the Entire County Millage Rate Certification for Tax year 2020.

This contains all millage that will be billed for this year.

|                         |              |
|-------------------------|--------------|
| County M&O rate of      | 5.710 Mills  |
| County wide EMS rate of | 0.500 Mills  |
| School System rate of   | 13.165 Mills |
| Total of                | 19.375 Mills |

There was a procedural problem with the School System's Adoption of their millage rate. They have since corrected and re-adopted it at the same level. After speaking with the DOR I feel it is necessary to have proper documentation this needs to be revisited. There is no need to re-vote on any of the millage rates as none changed and all of those votes are still valid. The vote needed is to re-approve the Chairman to change the date and re-sign the PT-35 form.





**MEMORANDUM**

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 13 A Garden Club Council Courthouse Grounds Request

I have received a request from the United Garden Club of Hartwell to have the Board consider two requests:

1. is to move the Blue Star Memorial Monument (pictured) that is located at The Hart County Museum to the location at the Courthouse grounds (pictured) and
2. To add another Gold Star Memorial Monument to the second location (pictured) on the Courthouse Grounds.

Mrs. Sandra Brown, President  
United Garden Club of Hartwell

Will be making the request.

Attachments:

Email received, pictures

**tpartain@hartcountyga.gov**

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**From:** Clifford & Jill Walker <cjwalker@hartcom.net>  
**Sent:** Friday, October 2, 2020 2:12 PM  
**To:** tpartain@hartcountyga.gov; jcaime@hartcountyga.gov  
**Subject:** Oct.13, 2020 meeting -Proposal for Gold and Blue Star monuments  
**Attachments:** jG7JRtl-161153373 (1).jpg; ATnohOth-161771356.jpg

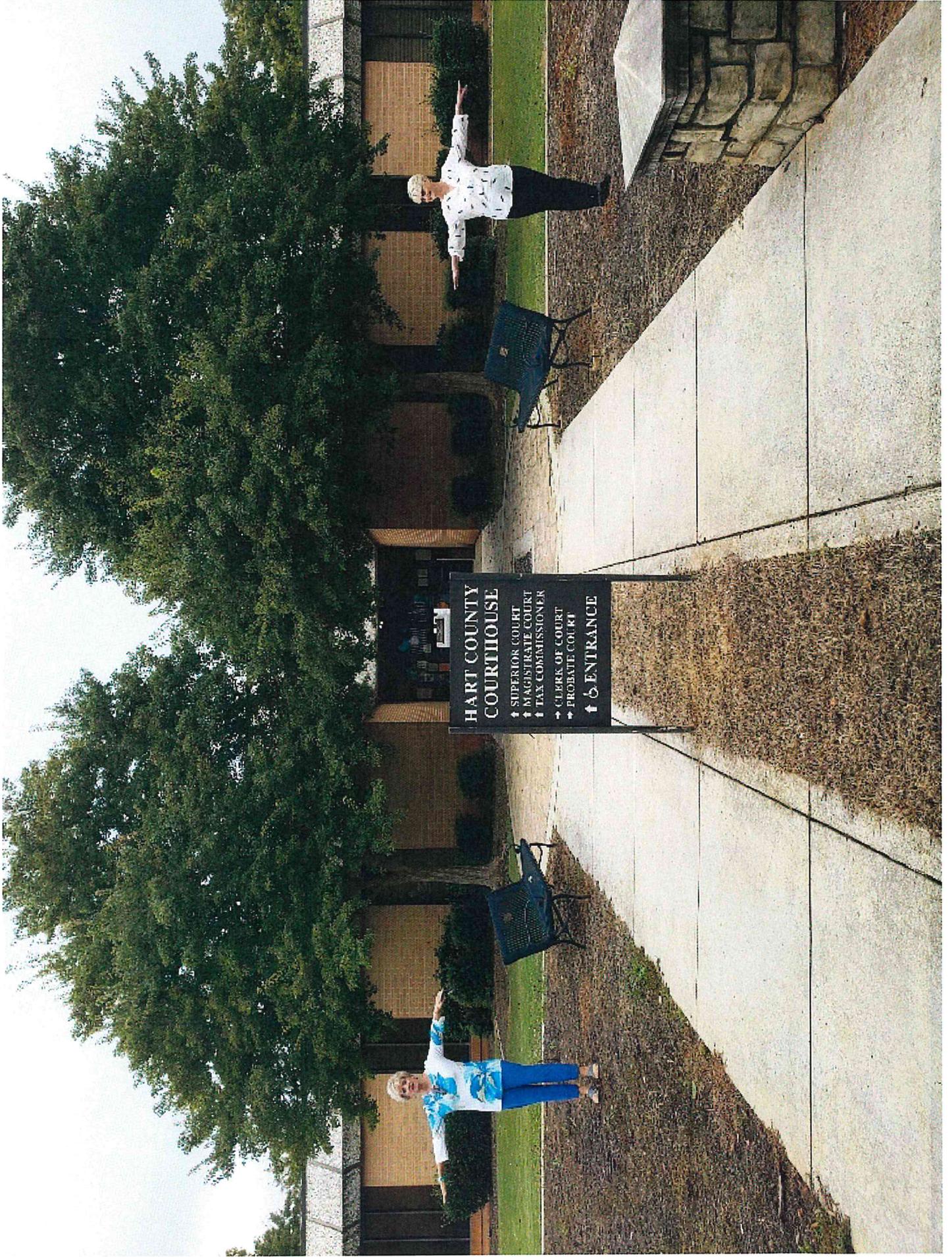
Mr. Partain,

Attached are photos requested for [October 13th](#) Board of Commissioners meeting. The United Garden Club Council of Hartwell would like to place a Gold Star monument at the courthouse (photo shows proposed locations) to acknowledge families who have lost loved ones while serving in the U.S. Armed Forces. We would also like to request that the Blue Star monument (photo attached), which acknowledges the service of all Armed Force members- past, present, and future, and which is currently located at the Hart County museum, to be moved to the courthouse near the proposed Gold Star monument. The Gold Star and Blue Star monuments are the same size and configuration.

Thank you for considering these proposals.

Sandra Brown,  
President, United Garden Club Council of Hartwell





**HART COUNTY  
COURTHOUSE**  
↑ SUPERIOR COURT  
↑ MAGISTRATE COURT  
↑ TAX COMMISSIONER  
→ CLERK OF COURT  
→ PROBATE COURT  
↑ 6 ENTRANCE



## MEMORANDUM

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 13 B Ambulance Remount

We have taken delivery of the new ambulance to replace M-4 this past week. We need to have M-6 2009 (with 258K miles on chassis) remount done which, will take several months to have done before we take the old M-4 (modular has been remounted once which is all that is allowable by law and is >25 years old) out of service to maintain enough units on the road and available for calls.

A remount consists pulling the patient module off the old chassis, striped, inspected, making any structural repairs or upgrades since its manufacture date, replacing the chassis, the modular compartment has new wiring harness, lighting system both inside and out, HVAC system, Oxygen delivery systems upgraded or replaced. These modules have a AEV structural warranty of 20 years, therefore to maintain the structural and liability warranty AEV is the only authorized re-mounter that can do this work without voiding the long term warranties and liability coverage on the structural integrity of the module itself. Because of these factors this can be considered as a specialty equipment purchase or repair.

The remount when performed by AEV will carry the same structural warranty, 7 year warranties on electrical, HVAC, paint, etc. as a new unit.

The cost of remounting is usually around 70% of what a new unit cost. The exact cost will be based on what upgrades need to be made upon inspection to bring up to current KKK standards and our specifications.

Attached is the spreadsheet from the Maintenance Shop with historical information on each unit along with Ed's recommendations based on mechanical condition, history, etc. as to which units to be replaced and or remounted.

This can be paid out of the CARES Act money.

10/8/2020

| unit # | mfg date | mileage | engine size | def fluid? | REMOUNT |    |
|--------|----------|---------|-------------|------------|---------|----|
| m1     | 1/14     | 216,447 | 6.7         | YES        |         | GM |
| M2     | 5/17     | 101,367 | 6.7         | YES        |         |    |
| M3     | 11/09    | 233,297 | 6.4         | NO         | YES     |    |
| M4     | 1/05     | 197,447 | 6.0         | NO         | YES     |    |
| M5     | 01/08    | 242,193 | 6.4         | NO         |         |    |
| M6     | 11/09    | 257,737 | 6.4         | NO         |         |    |
| M7     | 12/11    | 287,250 | 6.7         | YES        |         |    |
| M8     | 04/15    | 149,387 | 6.7         | YES        |         | AL |

| unit # | mfg date | mileage | engine size | def fluid? | REMOUNT |
|--------|----------|---------|-------------|------------|---------|
| M6     | 11/09    | 257,734 | 6.4         | NO         |         |
| M3     | 11/09    | 233,297 | 6.4         | NO         | YES     |
| M4     | 1/05     | 197,447 | 6.0         | NO         | YES     |
| M7     | 1/14     | 287,250 | 6.7         | YES        |         |
| M8     | 08/15    | 149,387 | 6.7         | YES        |         |
| M5     | 01/08    | 242,193 | 6.4         | NO         |         |
| M2     | 5/17     | 101,367 | 6.7         | YES        |         |
| m1     | 1/14     | 216,447 | 6.7         | YES        |         |

| unit # | mfg date | mileage | engine size | def fluid? | REMOUNT |
|--------|----------|---------|-------------|------------|---------|
| M7     | 1/14     | 287,250 | 6.7         | YES        |         |
| M6     | 11/09    | 257,734 | 6.4         | NO         |         |
| M5     | 01/08    | 242,193 | 6.4         | NO         |         |
| M3     | 11/09    | 233,297 | 6.4         | NO         | YES     |
| m1     | 1/14     | 216,447 | 6.7         | YES        |         |
| M4     | 1/05     | 197,447 | 6.0         | NO         | YES     |
| M8     | 08/15    | 149,387 | 6.7         | YES        |         |
| M2     | 5/17     | 101,367 | 6.7         | YES        |         |

M1 NEW ENGINE 12/19. MILEAGE UNKNOWN

M6 NEW ENGINE 12-20-13. MILEAGE UNKNOWN

M5 engine was replace 12/17 at 189428 miles 52700 miles since

M7 NEW ENGINE 2013. MILEAGE UNKNOWN

PLAN:

2020 Replace m-4 and remount m-6.

2022 - Remount M1 and M8

2021 Replace M-3 and remount M-7.

2023-Replace | M5 and remount M-2



## MEMORANDUM

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 13 C FY21 Aerial Photography

We have been contacted by GMRC that they have finished the bid process for a regional flyover for aerial photography for the entire region. The bid they have selected is with Quantum Spatial. The cost is \$74.00 per square mile. Hart County has 309 square miles of coverage. ( $74 \times 309 = \$22,866.00$ ) GMRC charges a \$1,500.00 Administration fee. This brings the total cost of the project to \$24,366.00 for Hart County.

The last aerial photo we have is from 2018. We try to update every 3 years. This is used primarily by the Tax Assessors office for tax mapping but is also used for all aspects of the GIS system and for many other purposes.

It is my recommendation that we proceed with the project.



October 1, 2020

Ms. Carol Harvey  
Hart County  
800 Chandler St  
Hartwell, GA 30643

Dear Carol,

Enclosed you will find a Letter of Intent for Hart County to obtain digital orthophotography as part of the Georgia Mountains Regional Commission's (GMRC) regional project. Within the Letter of Intent, Hart County's total project costs for participation are detailed there. These costs are calculated based on the enclosed map/area of interest.

During the September GMRC Council and Executive Committee meetings, Quantum Spatial was approved as the vendor for this project. The flight will occur during the prime leaf off season from December 2020 through February 2021, with the delivery of final products to the county before September 30, 2021.

***Please return the signed Letter of Intent or Opt Out Letter to our office no later than October 16, 2020.*** I can be reached at (770)538-2614 or via email at [fbryan@gmrc.ga.gov](mailto:fbryan@gmrc.ga.gov) if you have any questions regarding the project or need additional information. We appreciate the opportunity to assist Hart County and look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Faith D. Bryan", is written over the word "Sincerely,".

Faith D. Bryan, GISP  
Director of Information Services

Enclosures

# Hart County Area of Interest 309 Square Miles

Stephens

Franklin

Hart

Madison

Elbert

Legend

 Hart Area of Interest



## LETTER OF INTENT

It is Hart County's intention to purchase the following digital products through the 2021 GMRC Aerial Orthoimagery Project:

Hart County – 309 Square Miles

|  |                    |
|--|--------------------|
| 6" Pixel Resolution 4-Band Color Infrared Digital Orthophotography<br>(@ \$74 per square mile) | \$ 22,866.00       |
| GMRC Project Administration  | <u>\$ 1,500.00</u> |
| Total Hart County Project Cost -<br>(Based on enclosed Area of Interest Map)                   | \$ 24,366.00       |

**We agree the Area of Interest for Hart County is 309 square miles**

\_\_\_\_\_  
Joey Dorsey, Chairman  
Hart County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawana Kahn, County Clerk  
WITNESSED

\_\_\_\_\_  
Date

Seal

Georgia Mountains Regional Commission

\_\_\_\_\_  
Heather Feldman, Executive Director

\_\_\_\_\_  
Date

## Opt Out Letter

As of \_\_\_\_\_, 2020, Hart County wishes to ***NOT PARTICIPATE*** in the 2021 GMRC Regional Aerial Photography Project and ***NOT*** acquire digital orthophotography for our county through this consortium effort.

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Joey Dorsey, Chairman  
Hart County Board of Commissioners

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Lawana Kahn, County Clerk

WITNESSED

Seal



### E. Cost Proposal

|                                 |          |
|---------------------------------|----------|
| 3 inch*                         | \$185.00 |
| 6 inch*                         | \$74.00  |
| Banks (289 mi <sup>2</sup> )    | \$21,386 |
| Dawson (268 mi <sup>2</sup> )   | \$19,832 |
| Franklin (306 mi <sup>2</sup> ) | \$22,644 |
| Hall (496 mi <sup>2</sup> )     | \$36,704 |
| Hart (309 mi <sup>2</sup> )     | \$22,866 |
| Towns (85/154 mi <sup>2</sup> ) | \$15,725 |
|                                 | \$11,396 |

\* Price per square mile assumes full participation by all counties.

### F. Georgia Security & Immigration Compliance Act

Quantum Spatial will conduct all services in compliance with O.C.G.A. §13-10-91 and Rule 300-10-02 in the execution of the contract.

The Appendix of this proposal contains a copy of Quantum Spatial's signed Affidavit Pursuant to Georgia Immigration Laws.

### G. Product Samples

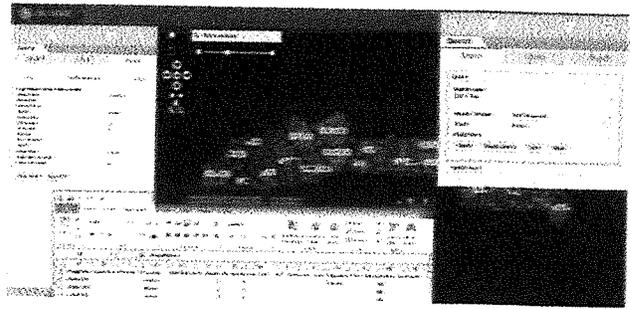
Enclosed in our response is a USB flash drive containing sample data from representative projects where Quantum Spatial has collected and processed 3 inch and 6 inch GSD resolution data in both rural and urban areas. Although Quantum Spatial has direct experience providing aerial imagery services in both 6 inch and 3 inch resolutions in Georgia as required for this program; during the last three years, our clients in the Southeast region have not requested us to provide imagery in 3 inch resolution. We have provided 6 inch rural and urban sample data from neighboring NC that was part of the 2020 Coastal NC Ortho Project. The location is Pasquotank County and includes Elizabeth City. Our 3 inch rural and urban sample data is from the 2020 Beltrami County, MN project that includes the City of Bemidji. Should GMRC have any questions regarding our samples or work within the Southeast region, please feel free to contact our regional Account Manager, Rick Wallace at rwallace@quantumspatial.com or at (910) 899-7837.

### Appendix

\* Quantum Spatial's signed Affidavit Pursuant to Georgia Immigration Laws



From the stakeholder perspective the workload can be tracked through the applications query functions. This allows the status of the review to be tracked even if the reviews are being conducted by a large number of different people in different departments. The Quantum inSITE Platform and VOICE™ application provide a workflow that is designed for stakeholder review of orthoimagery, but also has great flexibility to be adapted to other requirements as needed or so requested.



Query of all tiles not reviewed displayed on map of North Carolina VOICE™, and the export of this list in an excel format.

### D.4. Schedule

Quantum Spatial understands the importance of schedule compliance and has a history of on-time performance. We also understand that consortium projects like this have many stakeholders, and delays can be costly and troublesome. This schedule is well within our comfort zone. We will work closely with GMRC and our production team to monitor progress.

|   | Start             | End              |
|---|-------------------|------------------|
| <b>Project Management</b>                                       | <b>11/20/2020</b> | <b>6/29/2021</b> |
| Notice to Proceed   | 11/20/2020        | 11/20/2020       |
| Project Kick-off Meeting  | 12/1/2020         | 12/1/2020        |
| Weekly project status reporting (data acquisition & production) | 12/11/2021        | 6/1/2021         |
| <b>Geodetic Control Survey</b>                                  | <b>11/20/2020</b> | <b>5/31/2021</b> |
| Prepare control plan  | 11/20/2020        | 12/1/2021        |
| Target and observe control positions                            | 11/23/2020        | 12/29/2020       |
| QA/QC and prepare final survey report                           | 1/2/2021          | 1/26/2021        |
| Submit photogrammetric survey and aerotriangulation report      | 4/6/2021          | 5/31/2021        |
| <b>Aerial Imagery Collection</b>                                | <b>12/1/2020</b>  | <b>2/28/2021</b> |
| Pre-flight planning   | 11/20/2020        | 12/1/2020        |
| Acquire imagery   | 12/1/2020         | 2/28/2021        |
| Reflights as necessary  | 1/30/2021         | 2/28/2021        |
| Process raw imagery (PPS & virtual review)                      | 1/5/2021          | 3/5/2021         |
| Process ABGPS/IMU solutions                                     | 1/8/2021          | 3/9/2021         |
| Perform initial radiometric adjustments                         | 2/19/2021         | 3/9/2021         |
| <b>Aerotriangulation (AT)</b>                                   | <b>2/5/2021</b>   | <b>3/16/2021</b> |
| <b>DEM Verification</b>   | <b>2/26/2021</b>  | <b>3/19/2021</b> |
| <b>Orthoimagery Processing</b>                                  | <b>3/12/2021</b>  | <b>5//2021</b>   |
| <b>Pilot Data Delivery &amp; Acceptance</b>                     | <b>4/6/2021</b>   | <b>5/4/2021</b>  |
| <b>Data Delivery &amp; Acceptance</b>                           | <b>5/31/2021</b>  | <b>6/29/2021</b> |



**MEMORANDUM**

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 13 D Credit for Experience Sheriff Office

Attached is a letter from Sheriff Cleveland requesting that a Deputy he has hired be given credit for experience of 4 years. This would be retro active to his hire date of 10/01/2020.



## Hart County Sheriff

MIKE CLEVELAND  
P.O. Box 886  
Hartwell, GA 30643  
706-376-3114

October 1, 2020

TO: Board of Commissioners

RE: Noah T Hart

Gentlemen:

As a newly hired certified deputy for the Hart County Sheriff's Office, I am requesting that Noah T Hart to be given credit for 4 years' experience.

Sincerely,

Sheriff Mike Cleveland

Retro to hire date (10/1/2020)



**MEMORANDUM**

Terrell Partain,  
County Administrator  
October 8, 2020

RE: Item 13 E 2021 DHS Transportation Agreement with Senior Center

Attached is the yearly Contract between the Department of Human Services (DFACS) for transportation services with the Senior Center / Transit. This is the standard yearly contract for Hart County to provide transportation services for DFACS clients who require transportation.

## AGREEMENT

### For Department of Human Services (DHS) Coordinated Transportation Services

#### AGREEMENT BETWEEN:

Hart County, Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the Hart County Senior Center; hereinafter referred to as Contractor; and Deanna Specialty Transportation, Inc., a Georgia corporation; hereinafter referred to as the DST, agree:

This Agreement has an effective beginning date of the 1st day of July, 2020 shall terminate on the 30th day of June, 2021 unless terminated earlier under other provisions of this Agreement.

#### WITNESSETH:

WHEREAS, the DST has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

AND

WHEREAS, the Contractor has represented to the DST it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

#### 1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

#### 2. Agreement Term:

The term of this agreement shall be from July 1, 2020 through June 30, 2021 unless terminated earlier in accordance with this Agreement.

#### 3. Services to Be Provided:

- a) The Contractor is engaging to provide congregate (senior) meal transportation for seniors receiving services at the **Hart County Senior Center** and the **Hart County Department of Family and Children Services** clients receiving services from the **Hart County Department of Family and Children Services**. Transportation services provided will be to and from the **Senior Center** and destinations determined by the **Hart County Department of Family and Children Services** to various appointments, work, work-related, and training sites. Any other services performed by the Contractor are outside the scope of this Agreement. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the **Hart County Senior Center's** seniors and the **Hart County Department of Family and Children Services'** clients per GADHS policies and procedures.

- b) The parties expect that authorized DHS Human Service Contractors will notify the Regional Transportation Office, Region 2, as to which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Contractor shall deliver transportation services to individuals registered with the Regional Transportation Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.
- c) Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- d) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- e) Contractor agrees to provide the DST certification/proof of workers' compensation insurance coverage on all Contractor's employees, upon request of the DST.

#### 4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

#### 5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

#### 6. Information:

The Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

#### 7. Monitoring and Inspection

The DST and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Contractor will cooperate with The DST and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

8. Payment:

The DST agrees to remit payment for approved transportation services rendered by Contractor when DST receives reimbursement from the Georgia Department of Human Services.

9. Fee Schedule:

Each trip will be billed at the following rates: Aging \$6.50 per trip; DFCS Core \$9.00; DFCS Non-Core \$10.00; Hourly \$35.00. **Total Budget \$24,000.00**

10. Invoicing:

- a) The Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the eighth of the month following the activity.
- b) Contractor shall provide the DST with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the eighth day of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans

with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If DST becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

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

21. No Third Party Rights:

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

22. Sovereign Immunity:

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

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

**Contractor's Address for Official Correspondence**

Hart County Senior Center  
139 Clay Street Hartwell, Ga. 30643  
Contact Person: Lisa Evans  
Email: [lisaevans@hartcountyga.gov](mailto:lisaevans@hartcountyga.gov)  
Telephone: 706-376-3975

**DST's Address for Official Correspondence**

Deanna Specialty Transportation, Inc.  
211 Sand Bar Rd  
Augusta, GA, 30901

Contact Person: Shawn Thomas  
Email: [shawn.thomas@waytogotrans.com](mailto:shawn.thomas@waytogotrans.com)  
Telephone: (706) 722-7030

[SIGNATURES ON FOLLOWING PAGE]

Hart County, Georgia

Signature

Print Name

Title

Date

Attest:

Signature

Print Name

County Clerk

Title

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.

*Shawn Thomas*  
Signature

Shawn Thomas  
Print Name

CEO  
Title

07/13/20  
Date

Attest:

*Belinda Smith*  
Signature

Belinda Smith  
Print Name

Corporate Secretary  
Title