

Regular Meeting
Board of Commissioners
January 9, 2014

Prayer and Pledge to the United States Flag.

Meeting called to order by Chairman Horace Daniel.

Commissioners Horace Daniel, Edward Burten, Frank Simmons, Larry Mathis, and Melton Jones were present.

Commissioner Simmons made a motion to approve minutes. Seconded by Commissioner Mathis. Carried by a show of hands.

Total amount of bills were announced by Chairman Daniel.

| | |
|--------------------------------|---------------------|
| Road Department..... | \$104,363.64 |
| Landfill..... | \$75,449.83 |
| E-911 & EMA..... | \$10,851.17 |
| Sheriff Department & Jail..... | \$35,018.57 |
| Courthouse..... | \$29,260.16 |
| Administrative & Other..... | \$145,527.13 |
| Total..... | <u>\$400,470.50</u> |

Commissioner Simmons made a motion to approve bills. Seconded by Commissioner Burten. Carried by a show of hands.

Road Department Update – Dean Davis

Appointments:

1. Representative Mack Jackson – Rep. Mack Jackson spoke on issues pertaining to the upcoming GA Legislative Session.

Old Business:

1. Kittrell Creek Easement for Railroad – Commissioner Simmons made a motion to approve Kittrell Creek easement (see attached). Seconded by Commissioner Burten. Carried by a show of hands.

New Business:

1. Election of Vice-Chairman and Treasurer – Commissioner Burten made a motion to elect Vice-Chairman and Treasurer. Commissioners Simmons, Burten, Mathis, and Jones voted yes to approve Commissioner Simmons as Vice-Chairman and Treasurer for 2014. Chairman Daniel also appointed the Committee members for 2014 (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.
2. Contract Ratification – Commissioner Simmons made a motion to ratify contract with Skyline and approve an amendment to extend the agreement with Moreland Altobelli and

- Associates, Inc. (see attached). Seconded by Commissioner Jones. Carried by a show of hands.
3. Flexible Spending Account Amendment Resolution – Commissioner Simmons made a motion to approve resolution (see attached). Seconded by Commissioner Burten. Carried by a show of hands.
 4. Budget Amendment – Commissioner Mathis made a motion to approve budget amendment (see attached). Seconded by Commissioner Burten. Carried by a show of hands.
 5. Sale of Surplus Property (Road Department) – Commissioner Simmons made a motion to declare list of surplus equipment and to list on gov.deals.com (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.
 6. Contract for Economic Development with Chamber – Commissioner Simmons made a motion to approve contract. Seconded by Commissioner Jones. Carried by a show of hands.

Chairman Comments:

Meeting Adjourned

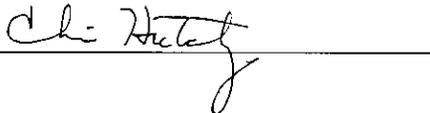
10 Minute Public Comment Session

Chairman, Horace M. Daniel



Date January 31, 2014

County Administrator/Clerk, Chris Hutchings



Date January 31, 2014

Board Minutes are unofficial unless signed

Memorandum

TO: Washington County Commissioners
FROM: Jason Davis, McMillan & Rawlings
DATE: December 11, 2013
RE: Easement for Railroad Grade Crossing on Kittrell Creek Road

As you are aware, Sandersville Railroad has requested to cross Kittrell Creek Road with a rail line to serve the proposed plant Washington site. Their proposal for installation of safety measures is two-fold.

First, the GDOT is requiring passive warning devices such as cross-buck signs, advanced warning signs, and standard pavement marking at the crossings of South Hospital Road, Ridge Road, Sun Hill Road, State Route 24, and State Route 88-the Fall Line Freeway until such time as regular train traffic exists. Regular train traffic essentially means that there is one train crossing the road per day, regardless of length, speed, or direction. Once regular train traffic has been established, the GDOT will require Sandersville Railroad to install active warning systems such as automatic gates, lights, and bells. Sandersville Railroad proposes that this same standard apply to the Kittrell Creek crossing.

Second, they will agree to install active warning systems at the Kittrell Creek crossing before any unit coal trains are operated over the crossing.

So, passive warnings will be erected immediately, and active warnings will be erected at the earlier of regular train traffic or the first unit coal train.

It is our opinion that this proposal is entirely reasonable, and that the County should agree to grant the easement with these conditions.

After recording please return to:
McMillan & Rawlings, LLP
P.O. Box 5746
Sandersville, GA 31082

STATE OF GEORGIA
COUNTY OF WASHINGTON

EASEMENT and RIGHT OF WAY DEED

THIS INDENTURE, made this 9th day of January, 2014 by and between
“**The Washington County, Georgia, Board of Commissioners**” party of the first
part, hereinafter “Grantor” and the **Sandersville Railroad Co.**, party of the second
part, hereinafter “Grantee”;

NOW THEREFORE, WITNESSETH THAT for and in consideration of the
sum of Ten Dollars (\$10.00), as well as other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant,
bargain, sell, and convey to Grantee, its successors, lessees, grantees, and assigns, the
perpetual servitude of use of the easement area necessary to construct, install, operate,
service and maintain a railroad right of way easement, including the installation,
maintenance and/or replacement of all those items necessary for the installation,
operation, and maintenance of a railroad line, including all of those warning devices that
may be required to be installed by the Georgia Department of Transportation and/or
any other state or federal law, regulation, or regulatory body. Said right of way easement
and rail shall be owned and maintained by the Grantee, and said easement includes a
right of ingress and egress for maintenance and repair. Said servitude shall inure to the
benefit of the Grantee, its successors or assigns. This easement is granted on that certain
property lying situate, and being in Washington County, Georgia, which is more
particularly described as follows:

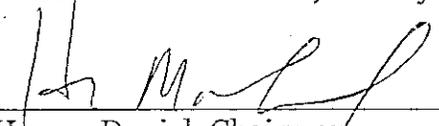
All of that lot, tract, and parcel in the 95th GMD of Washington County, Georgia, constituting **.385** acres and consisting of a strip of land crossing Kittrell Creek Road, said road now or formerly being bordered on the North and on the South by lands owned by Jerry and Sherman Leonard The easement is more fully shown on a Plat of survey created by John Barker and Associates, surveyors, and recorded in the Office of the Clerk of Superior Court of Washington County, Georgia. See Exhibit "A" attached.

Grantor further grants to Grantee a temporary construction and ingress-egress easement in that area 50 feet in each direction of this permanent easement, said temporary easement to expire upon completion of the construction of the rail line, but shall be revived as necessary to update, repair, or install any safety devices as may be required for the safe and proper operation of the railway.

By accepting this Easement, Grantee agrees that it shall be obligated to install passive warning devices at the railroad crossing upon initial construction, and that it shall be obligated to install active warning devices at the earlier of regular rail traffic or the passage of any unit coal trains being operated over the crossing.

TO HAVE AND TO HOLD said easement, with all and singular the rights, members, and appurtenances therof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.



Horace Daniel, Chairman
The Washington County, Georgia
Board of Commissioners,
GRANTOR

Signed, sealed this 9 day of January, 2014,
and delivered in the presence of:

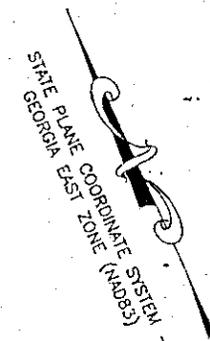


Witness



Notary Public

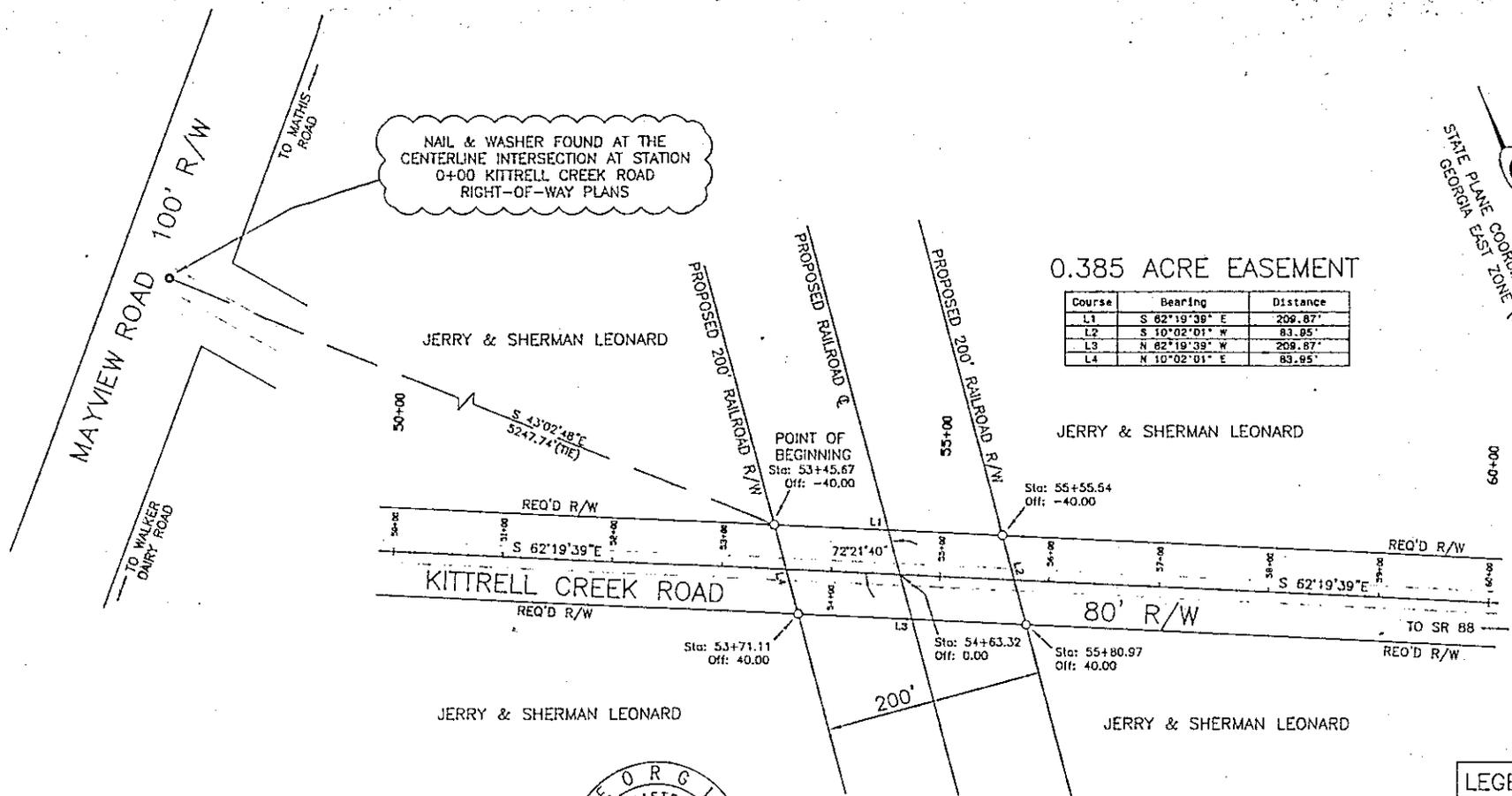




NAIL & WASHER FOUND AT THE CENTERLINE INTERSECTION AT STATION 0+00 KITRELL CREEK ROAD RIGHT-OF-WAY PLANS

0.385 ACRE EASEMENT

| Course | Bearing | Distance |
|--------|---------------|----------|
| L1 | S 62°19'39" E | 209.87' |
| L2 | S 10°02'01" W | 83.85' |
| L3 | N 82°19'39" W | 209.87' |
| L4 | N 10°02'01" E | 83.85' |



JERRY & SHERMAN LEONARD

JERRY & SHERMAN LEONARD



| LEGEND | |
|--------|----------------|
| ○ | COMPUTED POINT |

EQUIPMENT USED FOR MEASUREMENTS:

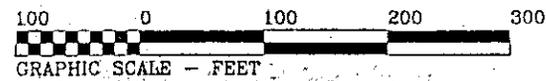
ANGULAR LEITZ SET 3
 LINEAR LEITZ SET 3

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 19,217 FEET, AND AN ANGULAR ERROR OF 02 SEC PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.

FIELD WORK COMPLETED 07-20-2010

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000+ FEET.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. Secs. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22



PLAT OF EASEMENT FOR
SANDERSVILLE RAILROAD COMPANY
 LOCATED IN THE
 95th G.M.D.
 WASHINGTON COUNTY, GEORGIA

BARKER & ASSOCIATES LAND SURVEYORS, INC.
 147 EAST CHURCH STREET
 SANDERSVILLE, GA 31082
 478-552-2941
 JOHN F. BARKER, JR. - RLS #2308
 THOMAS S. BARKER - RLS #2481
 SCALE: 1" = 100'
 DATE: 08-12-2013
 DRAWN BY: THO CHK'D BY: JFB
 JOB NO.: MAP NO.:

2014 BOARD & COMMITTEES

| | |
|--|-------------------------------|
| OVERVIEW | HORACE DANIEL |
| CSRA RDC | HORACE DANIEL |
| BOARD OF HEALTH | HORACE DANIEL |
| RECREATION | EDWARD BURTEN |
| ROAD DEPT. COMMITTEE | EDWARD BURTEN MELTON JONES |
| PERSONNEL COMMITTEE | LARRY MATHIS EDWARD BURTEN |
| PUBLIC SAFETY COMMITTEE | FRANK SIMMONS MELTON JONES |
| *** LAW ENFORCEMENT | |
| ***HOSPITAL & AMBULANCE (EMS) | |
| ***EMA/E-911 | |
| INDUSTRIAL & ECONOMIC DEV. COMMITTEE | LARRY MATHIS |
| EAST CENTRAL GEORGIA CONSORTIUM | FRANK SIMMONS |
| ARCHWAY BOARD | FRANK SIMMONS |
| AIRPORT | LARRY MATHIS |
| SENIOR CITIZENS | FRANK SIMMONS |

*****VICE CHAIRMAN/TREASURER – 2014 FRANK SIMMONS

Extension Agreement for Services for Washington County Board of Commissioners

This **Extension Agreement** made and entered into this 9th day of January, 2014, by and between Washington County Board of Commissioners, ("Client"), and Moreland Altobelli Associates, Inc. ("Contractor"), with a principal place of business at 2211 Beaver Ruin Road, Suite 190, Norcross, Georgia 30071.

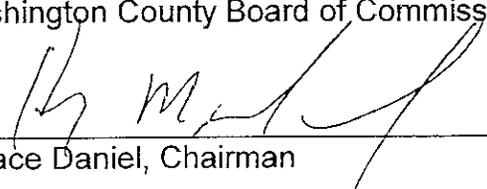
Whereas the Client and Contractor entered into a contract dated March 19, 2013 ("Agreement"), whereby Contractor agreed to provide services described in Exhibit B of the Agreement, and

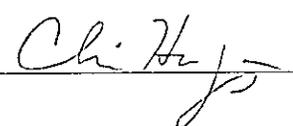
Whereas the Term of Contract in Agreement states a termination date of December 31, 2013, Client and Contractor agree to extend the contract with the current pricing (Exhibit A of Agreement) and services (Exhibit B of Agreement).

Pursuant to Georgia Law, the Agreement will terminate absolutely on December 31 of the calendar year in which it was executed, except in the event that either party gives written notice on or before December 15 of any year in which this Agreement is in effect, the Agreement will automatically renew for up to 4 (four) annual renewal terms.

Executed in Sandersville, Georgia on the date first written above.

CLIENT
Washington County Board of Commissioners

By: 
Horace Daniel, Chairman

ATTEST 

CONTRACTOR
Moreland Altobelli Associates, Inc.

By: _____

ATTEST _____

SKYLINE

CONSTRUCTION SERVICES, INC
Roofing Contractors

September 4, 2013

William Dorn
D & D Construction
441 M. Friedman Drive
Sandersville, GA 31082

Cell (478) 232-0383
Email ddcon@uciv.com

Chris Hutchins 478-640-0008

Reference: New Gutters and Downspouts for Kaolin Park

Dear Mr. Dorn,

As you are aware, on Tuesday, September 3, 2013, we made repairs to certain areas of the roof panels and wall coping at the front of the building at no charge. The extreme leakages at the walls in the gymnasium are being caused by the gutters. As the photos and drawings indicate, the front of the gutter is higher than the back of the gutter as well as being higher than the bottom of the metal roof panels. In large downspouts where the gutter fills up, the gutter water falls to the back side of the gutter instead of the front side therefore dumping water into the walls. I also believe the downspouts are somewhat inadequate. Skyline Construction Services, Inc. proposes to replace these gutters and downspouts as follows:

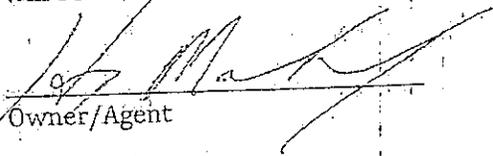
1. Custom fabricate and install new commercial box gutters using 24-gauge Kynar coated steel with a 35 year finish.
2. Custom fabricate and install new 5 1/2" x 5 1/2" square downspouts to increase the volume of water drainage.
3. In addition, custom fabricate and install an edge metal flashing to extend beneath the existing roof panels and down into the gutter.

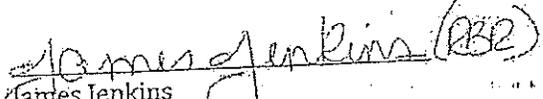
BID AMOUNT:

\$12,670.00

Terms: A deposit in the amount of 50% is requested upon delivery of materials to the job site and commencement of work on the project. The balance will be due upon completion.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be as outlined in the terms above.


Owner/Agent


James Jenkins

Skyline Construction Services, Inc.

There Is A Difference

996 Milledgeville Road • Eatonton, GA 31024 • Tel: 706-485-4707 • Fax: 706-485-7984

Bid Requirements for New Gutters and Downspouts at Kaolin Park

September 20, 2013

Dear Sir:

Washington County Board of Commissioners is currently taking bids to put new gutters and downspouts on the Recreation Department building. The Recreation Department is located at 200 Franklin Haynes Dr., Sandersville, GA 31082. William Dorn is your on-site point of contact, please call 478-232-0383 for questions.

The contractor is to furnish all labor and materials.

Requirements:

1. Contractor shall be licensed and provide proof of such.
2. Contractor must obtain building permits (should be complimentary to County).
3. A letter of insurance shall be provided.
4. Good housekeeping and a clean work site shall be maintained throughout the project duration.
5. The job shall be completed no later than December 15, 2013.
6. Contractors shall comply with Security and Immigration Compliance Act of Georgia.
7. Contractor shall comply with all local building codes and the International Building Code.
8. Board of Commissioners reserves the right to reject any bids and all bids.
9. Must provide at least two references.

Sealed bids should be returned to Chris Hutchings before 11:00 A.M. Friday, October 4, 2013.

Address:

Chris Hutchings, County Administrator/Clerk
119 Jones Street
P. O. Box 271
Sandersville, GA 31082

WASHINGTON COUNTY CONTRACT FOR SERVICES

This Agreement is made this 21 day of October, 2013 between the Washington County Board of Commissioners, ("Client"), and Skyline Construction Services, Inc., ("Contractor"), with a principal place of business at 996 Milledgeville Road Eatonton, GA 31024.

Contractor is:

An individual;

A partnership or LLP;

A corporation or LLC whose full legal name is Skyline Construction Services, Inc.

ARTICLE 1 TERM OF CONTRACT

This Agreement shall become effective on the date stated above and will continue in effect until the earlier of (1) the services provided for under this agreement having been performed or (b) the Agreement having been terminated as provided for in Articles 8 or 9 of the Agreement. Absent completion, early termination, or renewal, the contract shall terminate absolutely and with no further obligation on the part of the Client on January 31, 2014.

ARTICLE 2 SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform the "The Work" to be defined and specified as those items contained in the "Description of Services" attached to this Agreement as Exhibit "A" and incorporated in this Agreement by reference.

Independent Contractor

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

ARTICLE 3 COMPENSATION

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor
\$ 12,670.00

Client agrees to pay the consideration set forth above as set forth in Exhibit "B" attached hereto, which is hereby incorporated by reference.

ARTICLE 4 OBLIGATIONS OF CONTRACTOR

Contractor agrees to perform the Work described in "Exhibit A" to the satisfaction of Client in a timely manner.

Licenses, Permits, Etc.

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the Client's Representative within ten (10) days after issuance.

Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defective materials, equipment, or workmanship appearing within one year from the date of Final Completion of the Project at no additional cost to the Client. An inspection shall be conducted by the Client or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, Client shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Contractor agrees that any services described in this Agreement that must be performed on Client's premises will be performed during Client's regular business hours.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

ARTICLE 5 HOLD-HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Client, its officers, boards,

commissions, elected and appointed officials, employees, servants, volunteers, agents, and lenders "Client Affiliates") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the Client or Client Affiliates. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Client or Client Affiliates by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Client and Client Affiliates shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

ARTICLE 6 INSURANCE REQUIREMENTS

General Insurance, Workers' Compensation Clause

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the Client's Attorney to form and content.

(2) Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- (a) Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- (b) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

(d) Professional Insurance (Errors and Omissions) is required for CPA's, attorneys, architects and insurance agents.

(3.) Self-Insured Retentions:

Any self-insured retention must be declared to and approved by the Local Government so that the Local Government may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4.) Other Insurance Provisions:

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

(a.) General Liability and Automobile Coverage.

- i. The Client and Client Affiliates shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Client or Client Affiliates.
- ii. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Client or Client Affiliates. Any insurance or self-insurance maintained by the Client or Client Affiliates shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client or Client Affiliates.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- v. Coverage shall be provide on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- vi. The insurer shall agree to waive all rights of subrogation against the Client or Client Affiliates for losses arising from work performed by the Contractor for the Client.
- vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b.) Workers' Compensation Coverage.

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

(c.) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the Client. Such notice shall be sent directly to:

Washington County Board of Commissioners

Attn: County Administrator/Clerk
P. O. Box 271
119 Jones Street
Sandersville, GA 31081

(5.) Acceptability of Insurers.

Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-: VII.

(6.) Verification of Coverage.

Contractor shall furnish the Client with certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the Client prior to execution of this Agreement by the Client. The Client reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7.) Claims-Made Policies:

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

Subcontractors

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

**ARTICLE 7
OBLIGATIONS OF CLIENT**

Client agrees not to withhold approval and acceptance of Contractor's services unreasonably.

Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Client agrees to furnish reasonably necessary space on Client's premises for use by Contractor while performing the services under this Agreement.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor.

**ARTICLE 8
TERMINATION OF AGREEMENT**

Notwithstanding any other provision of this Agreement, the County may terminate this Agreement at any time by giving 30 days' written notice to Contractor. Unless otherwise terminated as provided in this Article, in Article 1 above, or in Article 9 below, this Agreement shall continue in force until the earlier of; the services provided for under this agreement having been performed, or until December 31st of the year in which executed.

This agreement shall also terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of the Contractor
- (2) Death or dissolution of the Contractor
- (3) Assignment of this Agreement by either party without the consent of the other party.

ARTICLE 9 TERMINATION FOR BREACH OF AGREEMENT

Upon delivery of written notice to the Contractor, the Client may immediately terminate the whole or any part of this Agreement if:

1. The Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
2. The Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Client, fails to correct such failures within ten days or such longer period as the Client may authorize in writing.

The rights and remedies of the Client provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

ARTICLE 10 WAIVERS AND EXCEPTIONS

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

ARTICLE 11 GENERAL PROVISIONS

Any notices to be given under this Agreement by either party shall be in writing and delivery shall be affected either by personal service or by registered or certified mail. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three business days after mailing.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that Contractor will not, in the performance of this contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

ARTICLE 12

PERFORMANCE BOND: For all contracts with a value in excess of \$500,000, a performance bond shall be required that shall cover the contractor's fulfillment of its performance and payment obligations arising under this Agreement. The cost of the bonds shall be included in the contract price. The amount of said bond shall be equal to 100% of the contract price. Bonds shall be accepted only as original, fully-executed documents on the form adopted by Client and shall be obtained through a surety authorized and licensed by the Georgia Insurance Commissioner and rated at least "A" by A. M. Best.

ARTICLE 13

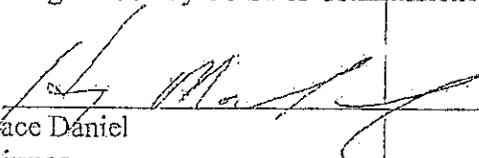
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

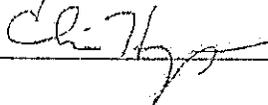
By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

Executed in Sandersville, Georgia, on the date first written above.

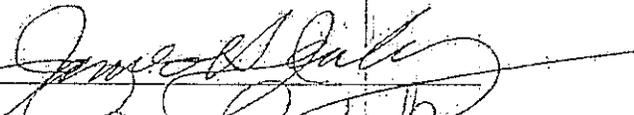
CLIENT

Washington County Board of Commissioners

By: 
Horace Daniel
Chairman

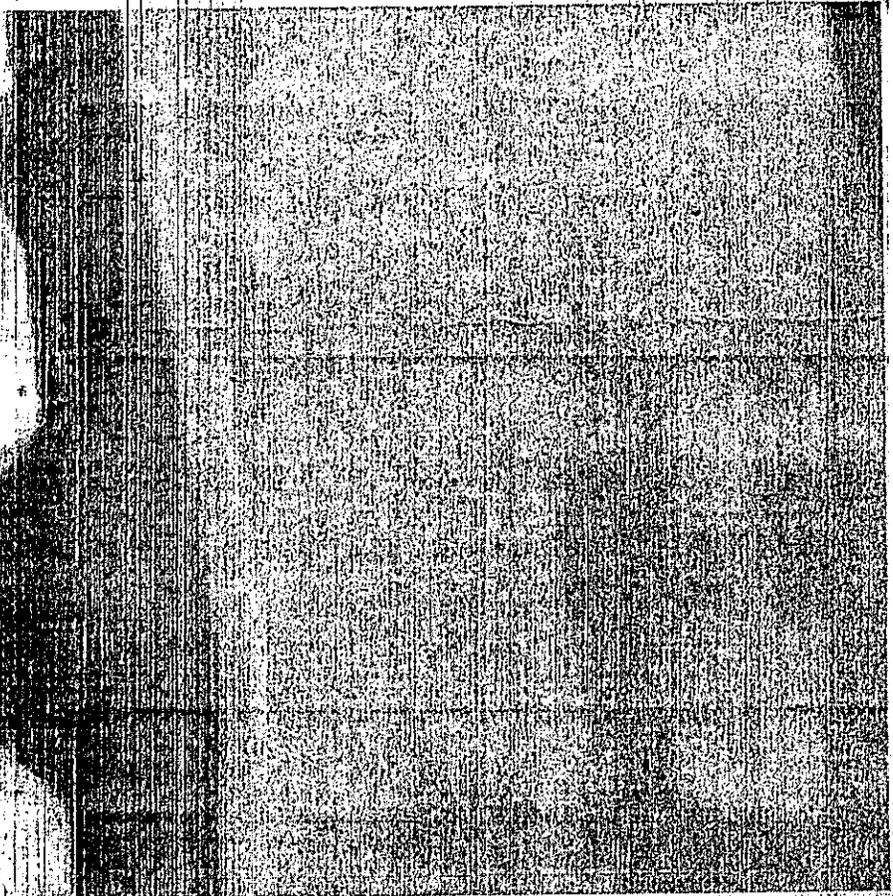
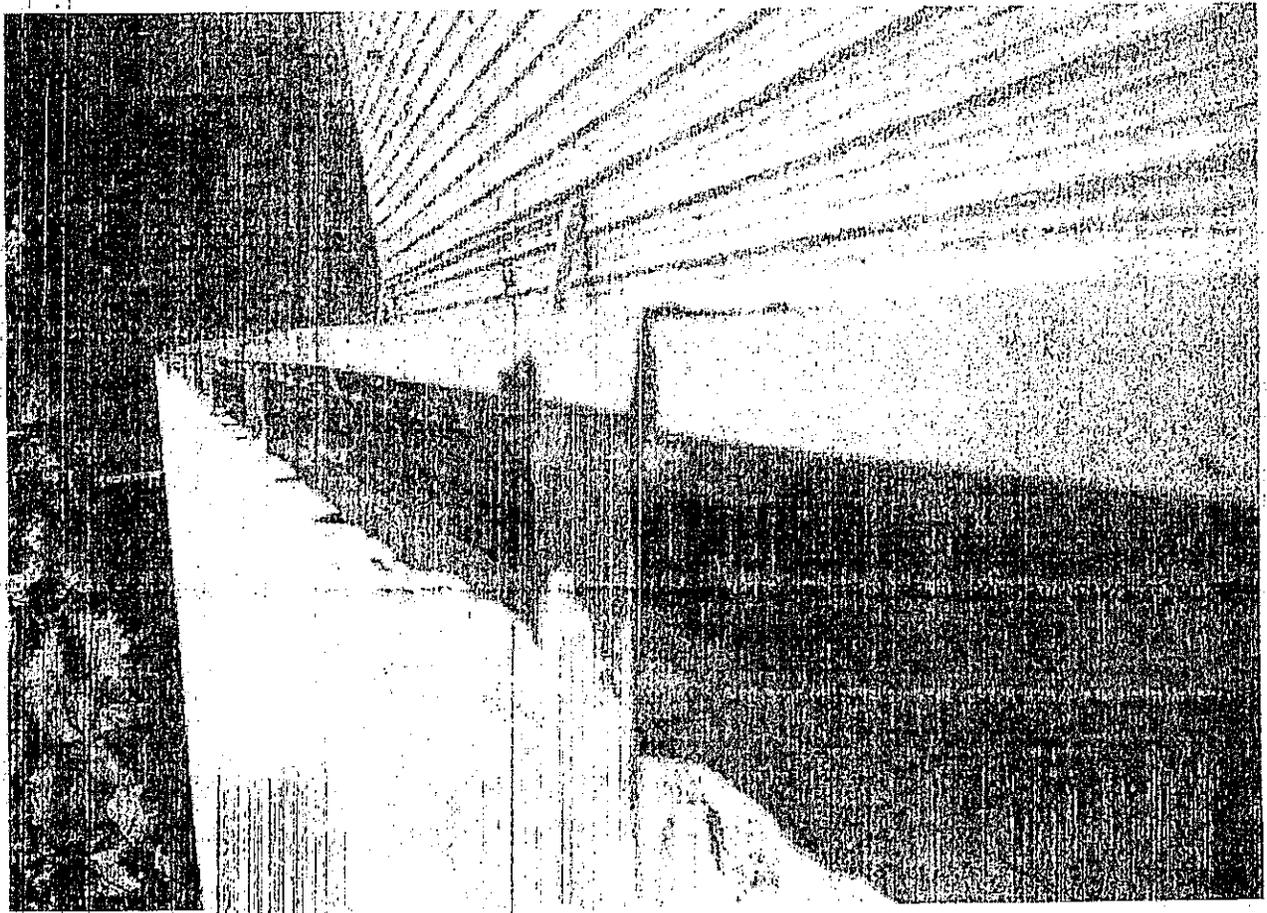
ATTEST 

CONTRACTOR SKYLINE CONSTRUCTION SERVICES, INC.

By: 
ATTEST 

DESCRIPTION OF SERVICES:

1. Remove old gutters.
2. Gutters need to be lowered 2" below existing, (See sketch of new gutters)
3. Custom fabricate and install new commercial box gutters using 24 gauge Kynar coated steel with a 35 year finish.
4. Custom fabricate and install new 5 1/2" x 5 1/2" square downspouts to increase the volume of water drainage.
5. In addition, custom fabricate and install an edge metal flashing to extend beneath the existing roof panels and down into the gutter.





2687 Peachtree Square • Doraville, GA 30360
678-547-1084 • Fax 678-547-1091
WATTS 1-877-547-1084
www.crssupply.com/salesandmarketing

Georgia Commercial Roofing Manufacturer's Representative

PROPOSED NEW GUTTERS AND DOWNSPOUTS

NEW GUTTER

NEW DOWNSPOUT

PLAN DOCUMENT AMENDMENT

FOR THE

**WASHINGTON COUNTY BOARD
OF COMMISSIONERS
FLEXIBLE BENEFITS PLAN**

Effective Date of Amendments: December 31, 2013

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**AMENDMENT TO THE WASHINGTON COUNTY BOARD OF COMMISSIONERS
FLEXIBLE BENEFITS PLAN**

Pursuant to Section 10.1 of the Washington County Board of Commissioners Flexible Benefits Plan Document, said Plan Document is hereby amended as described herein. It is the intention of the Plan Sponsor that such Amendment shall allow for the rollover of unused funds in the Health Care Flexible Spending Accounts of Plan Participants at the end of each Plan Year as authorized by IRS Notice 2013-71. To the extent any terms or conditions of this Amendment are inconsistent with the rules or regulations later promulgated by the U.S. Treasury Department or the Internal Revenue Service, such terms and conditions shall be void.

**ARTICLE I
DEFINITIONS**

The following definition shall be added to ARTICLE I of the Plan Document:

"Rollover Amount" means the amount of a Participant's Health Care Flexible Spending that is not forfeited at the end of a Plan Year but instead is credited to the Participant's Health Care Flexible Spending Account for the subsequent Plan Year, subject to Section 6.7.

**ARTICLE V
PARTICIPANT ELECTIONS**

Section 5.3 of the Plan Document shall be amended to read as follows:

5.3 FAILURE TO ELECT

Any Participant enrolled in the Insurance Premium Payment Arrangement who fails to complete a Salary Redirection Agreement pursuant to Section 5.2 by the end of the Election Period for the subsequent Plan Year shall be deemed to have elected to continue participation in the Plan for the subsequent Plan Year for the purposes of paying the Employee's share of premiums for any Employer-sponsored Insurance Benefits which that Employee is covered under as of the first day of the subsequent Plan Year . Any Participant failing to complete a Salary Redirection Agreement pursuant to Section 5.2 by the end of the Election Period shall be deemed to have elected not to participate in the coverages referred to in Section 4.2 or Section 4.3 for the subsequent Plan Year except that if the Participant has a Rollover Amount from a prior Plan Year, the Participant shall be deemed to have elected to participate in the coverage referred to in Section 4.2 but only to the extent of the individual's Rollover Amount.

ARTICLE VI
HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT

Section 6.7 of the Plan Document shall be amended to read as follows:

6.7 ROLLOVERS AND FORFEITURES

The lesser of \$500.00 or the amount in a Participant's Health Care Flexible Spending Account as of the end of any Plan Year (and after the processing of claims for such Plan Year pursuant to Section 6.11 hereof) shall be credited to the Participant's Health Care Flexible Spending Account for the subsequent Plan Year. The amount described in this paragraph is the Rollover Amount.

The amount in a Participant's Health Care Flexible Spending Account in excess of \$500.00 as of the end of any Plan Year (and after the processing of claims for such Plan Year pursuant to Section 6.11 hereof) shall be forfeited and deposited into the Employer's benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

Section 6.8 of the Plan Document shall be amended to read as follows:

6.8 LIMITATION ON PARTICIPANT'S ALLOCATION

Notwithstanding any provision contained in this Health Care Flexible Spending Arrangement to the contrary, no more than \$2,500.00 may be contributed by a Participant to a Participant's Health Care Flexible Spending Account in or on account of any Plan Year. The Employer reserves the right to change the maximum amount that may be allocated to a Participant's Health Care Flexible Spending Account prior to the beginning of any Plan Year. Any such limitation shall be applied in a uniform and nondiscriminatory manner to all Participants in the Plan. The limitation found in this paragraph shall not restrict nor be affected by the amount of any Employer non-elective contribution to a Participant's Health Care Flexible Spending Account or to the amount of any Rollover to a Participant's Health Care Flexible Spending Account as may be authorized by Section 6.7.

Section 6.11 of the Plan Document shall be amended to read as follows:

6.11 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

- (a) All Medical Expenses incurred by an individual while a Participant in the Washington County Board of Commissioners Flexible Benefits Plan and covered by this Health Care Flexible Spending Arrangement shall be reimbursed, even though the submission of a claim for such expenses may occur after Participation hereunder ceases, subject to paragraph (c) of this Section 6.11 and provided that the Medical Expenses were incurred during the applicable Plan Year. A former Participant may submit claims for unreimbursed medical expenses incurred prior to the date upon which the individual ceased to be a Participant.

- (b) The Plan shall reimburse, at the times set forth in this Section 6.11, each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Flexible Spending Account for the Plan Year plus the amount of any non-elective Employer contribution plus the Rollover Amount described in Section 6.7, which have been incurred by the Participant and/or his Spouse or Dependents, in excess of any payments or other reimbursements under any health care plan which may be sponsored by the Employer, any governmental agency or any other plan covering a Participant and/or his Spouse or Dependents. Furthermore, reimbursements shall be made available to the Participant throughout the year without regard to the level of flexible benefit plan dollars, which have been allocated to the Participant's Health Care Flexible Spending Account at any given point in time.
- (c) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 60 day period immediately following the end of the Plan Year, those Medical Expense claims shall be considered for reimbursement only at the discretion of the Administrator.
- (d) Reimbursement payments under this Plan shall be made directly to the Participant. The application for payment or reimbursement shall be made to the Administrator (or the Administrator's designee) on an acceptable form within a reasonable amount of time of incurring Medical Expense. Medical Expenses shall be deemed to have been incurred when the service is provided, not when the service is paid for. The application shall include the name of the eligible Employee, Spouse or Dependent on whose behalf the Medical Expense was incurred, the date incurred, a brief description of the Medical Expense and a statement that the Medical Expense has not been reimbursed or is not reimbursable by a health insurance plan or otherwise, and, that if reimbursed from the Participant's Health Care Flexible Spending Account, will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

IN WITNESS WHEREOF, this Plan Document amendment is hereby executed this 30th day of
December, 2013.

Chris Hutz
WITNESS AS TO EMPLOYER

By: [Signature]
EMPLOYER

By: _____
EMPLOYER

**DIRECTORS' RESOLUTION AMENDING THE
FLEXIBLE BENEFITS PLAN OF
WASHINGTON COUNTY BOARD OF COMMISSIONERS**

By action of the Board of Directors of Washington County Board of Commissioners taken January 9, 2014, the following resolutions are duly adopted:

NOW: THEREFORE, BE IT RESOLVED that the Board of Directors of this organization does hereby accept the Amendment to the plan known as the Washington County Board of Commissioners Flexible Benefits Plan, substantially in the form presented to this Board, said amendment being effective as of December 31, 2013 and a copy of said amendment being attached hereto and made a part of the minutes.

IN WITNESS THEREOF, I have signed this Resolution this 9th day of January, 2014.

Chris Hutchings

Chi Hy
SECRETARY

Budget Amendment #1 January 9, 2014

| | | | Original FY 2014 Budget | January 9, 2014 Budget Amendment | Amended Budget - 1st 2014 | |
|---------------------|-------------|--|----------------------------|-------------------------------------|---------------------------------|---|
| REVENUES | | | | | | |
| | 31-6200 | Insurance Premium Tax | 490,300 | 9,322 | 499,622 | 1 time receipt from Ga - Dept of Rev |
| | 39-2100 | Equipment: Sales & Rent & Signs | 3,100 | 45,000 | 48,100 | Sale of land - lots on N. Sparta-Dboro Road |
| | | Net Increase in Revenues | | 54,322 | | |
| EXPENDITURES | | | | | | |
| | Div. | Account | | | | |
| | | Elections | | | | |
| | 1400 | 51-1101 Salaries -- Elections | 10,000 | 11,000 | 21,000 | |
| | | 51-2200 FICA - County Contribution | 3,000 | 800 | 3,800 | |
| | | 52-1700 Legal/Ads Newspaper | | 1,400 | 1,400 | |
| | | 52-2252 Voting Machine: Repairs & Etc. | 9,000 | 2,300 | 11,300 | |
| | | 52-2253 Reimburse for Election Costs | | (15,788) | (15,788) | Reimbursement by City of Tennille, BOE |
| | | 53-1270 Vehicle - Oil & Gas | | 288 | 288 | |
| | | Economic Development | | | | |
| | 1200 | 53-1245 Utilities - Shared Services Building | 0 | 33,000 | 33,000 | |
| | | 52-1330 Contract Services - Economic Dev. | 0 | 15,000 | 15,000 | \$7.5K per quarter - Chamber of Commerce |
| | | Non Divisional | | | | |
| | 1001 | 52-1320 General Audit Expenses, Etc. | 32,000 | 1,500 | 33,500 | Single Audit Expense of \$1,500 |
| | | Board of Commissioners | | | | |
| | 1330 | 51-1101 Salaries | 275,900 | 14,300 | 290,200 | Changed Account No. - Travel Supplement included here now |
| | | 52-3500 Travel Supplement | 14,300 | (14,300) | - | Changed Account No. |
| | | 54-2300 Furn, Office Equip - C. O. | 12,000 | (12,000) | - | Will not buy IT Server - will use Cloud computing |
| | | Public Buildings & Property | | | | |
| | 1565 | 52-2200 Computer - Maint & Fees | 0 | 12,000 | 12,000 | For Cloud computing services |
| | | Landfill | | | | |
| | 4330 | 52-2459 Post Closure Fund & Exp. | 70,000 | 40,000 | 110,000 | Auditor's recommendation to increase funding |
| | | Tennille FD | | | | |
| | 3510 | 52-2258 Vehicle & Equipment Repairs | - | 5,000 | 5,000 | County is Now Fiscal Agent for Tennille FD |
| | | 52-2320 Hire Equipment & Services | - | 2,000 | 2,000 | |
| | | 53-1100 Office Supplies | - | 1,000 | 1,000 | |
| | | 53-1645 Tools & Maint. Supplies | - | 2,000 | 2,000 | |
| | | 54-2400 FD SPLOST - C.O. | - | 30,000 | 30,000 | |
| | | Net Increase in Expenditures | | 129,500 | | |
| | | Net Change In Budget | | (75,178) | | |

AUCTION ITEMS

01/02/2014

| | | |
|----|-----|--|
| 1 | 370 | 2008 F-350 – HULLED CAB AND CHASIS ONLY- PARTS ONLY |
| 2 | 268 | 1999 F-150 (MOTOR GONE) |
| 3 | 319 | 2003 F-550 |
| 4 | 291 | 2001 F-350 |
| 5 | 336 | 1999 DODGE RAM VAN |
| 6 | 222 | 1995 F-150 (SALVAGE ONLY) |
| 7 | 344 | 05 FORD CROWN VIC (SALVAGE ONLY) |
| 8 | 49 | 2640A J D TRACTOR |
| 9 | N/A | AUTO CRANE (INOPERABLE) |
| 10 | 171 | 772BH JD GRADER (SALVAGE ONLY) |
| 11 | 173 | 770BH JD GRADER (SALVAGE ONLY) |
| 12 | 133 | 772 BH JD GRADER (SALVAGE ONLY) |
| 13 | N/A | METAL STAIRS |
| 14 | | 3610 BUSHHOG MOWER |
| 15 | | 3610 BUSHHOG MOWER |
| 16 | N/A | MISC BUCKETS AND PARTS |
| 17 | 213 | REX TRASHMASTER |
| 18 | 40 | D83E KOMATSU DOZIER |
| 19 | N/A | MISC BLUE LIGHTS AND PARTS |
| 20 | N/A | 30 X 100 POLE BARN – TO BE TORN DOWN/REMOVED |
| 21 | 239 | CHEVROLET 1-TON |
| 22 | | |
| 23 | | |
| 24 | | |
| 24 | | |

**INTERGOVERNMENTAL CONTRACT
FOR THE PROVISION OF
ECONOMIC DEVELOPMENT SERVICES**

This Intergovernmental Contract for the Provision of Economic Development Services (this "Agreement"), is dated _____, by and between WASHINGTON COUNTY (the "County"), a political subdivision of the State of Georgia (the "State"), the CITY OF SANDERSVILLE, GEORGIA ("the City"), a municipality of the State, and the WASHINGTON COUNTY CHAMBER OF COMMERCE, INC. (the "Chamber"). The County, the City and the Chamber may be referred to collectively herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Chamber, a Georgia nonprofit corporation, is exempt from federal income taxes pursuant to Section 501(c)(6) of the Internal Revenue Code; and

WHEREAS, O.C.G.A. Sec. 36-60-14 authorizes each county or municipal corporation to enter into one year, or less, contracts with private nonprofit organizations which are exempt from federal income taxes pursuant to Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code to utilize such organizations to identify, attract, and locate new business and industry into the county or municipality for the purposes of increasing trade, industry, agribusiness, commerce, and tourism and the improvement of employment opportunities within the county or municipality and to otherwise promote the general welfare of the county or municipality; and

WHEREAS, there is a need to identify, attract, and locate new business and industry into the County and the City for the purposes of increasing trade, industry, agribusiness, commerce, and tourism and the improvement of employment opportunities within the County and the City and to otherwise promote the general welfare of the County and the City; and

WHEREAS, it is necessary and desirable for the County and the City to employ the Chamber to identify, attract, and locate new business and industry into the County and the City, develop, maintain, employ, and administer marketing materials and initiatives for economic development, provide administrative assistance in landlord/tenant relationships associated with properties owned or managed by the Development Authority of Washington County (the "Development Authority" and/or the Washington County Public Facilities Authority, assist with grant administration associated with Development authority initiatives, and assist with activities associated with the Washington County Air Quality Program (the "Economic Development Services") and to make payments therefor as herein provided; and

NOW, THEREFORE, in consideration of the premises and the undertakings as hereinafter set forth, it is agreed between the Parties, each acting by and through its authorized officers pursuant to resolutions duly adopted and properly passed, as follows:

SECTION 1. Provision of Economic Development Services.

(a) In consideration of the Economic Development Services to be provided to the County herein, the County shall pay to the Chamber an amount equal to thirty thousand dollars

(\$30,000) for the Initial Term, as defined below, and an amount to be determined as provided in Section 3 below, for each Renewal Term, as defined below (the Initial Term and a Renewal Term, each a "**Term**").

(b) In consideration of the Economic Development Services to be provided to Sandersville herein, the City shall pay to the Chamber an amount equal to thirty thousand dollars (\$30,000) for the Initial Term, as defined below, and an amount to be determined as provided in Section 3 below, for each Renewal Term, as defined below (the Initial Term and a Renewal Term, each a "**Term**").

(c) Payment for the Economic Development Services for a Term shall be made by the County and by the City in equal quarterly installments on the last Business Day of each calendar March, June, September and December during a Term. As used herein, "**Business Day**" shall mean any calendar date except Saturday, Sunday or a legal banking holiday in the State.

(d) In further consideration of the premises, the Chamber shall use commercially reasonable efforts to undertake the Economic Development Services for the purposes of increasing trade, industry, agribusiness, commerce, and tourism and the improvement of employment opportunities within the County and the Cities.

SECTION 2. Term. The term of this Agreement shall commence on January 1, 2014 and shall continue until the first (1st) anniversary date thereof (the "**Initial Term**"). This Agreement will automatically renew for successive terms of one (1) year (each a "**Renewal Term**") upon the expiration of the Initial Term and any Renewal Term unless either party provides notice of its intent not to renew this Agreement at least sixty (60) days prior to any scheduled renewal date.

SECTION 3. Consideration Payable During Renewal Term. Not less than one hundred twenty (120) days prior to expiration of the Initial Term and each Renewal Term, the Parties agree to negotiate in good faith a written amendment (the "**Amendment**") hereto to be signed by them setting forth the amount the County and the City will pay the Chamber for the Economic Development Services during the ensuing Renewal Term. In the event the Parties do not agree to an Amendment, the amount to be paid by the County and the City to the Chamber in the ensuing Renewal Term shall be the same amount paid by such Party during the current Term, subject to the rights of the Parties not to renew this Agreement which are provided above.

SECTION 4. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia.

SECTION 5. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

SECTION 7. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by all of the parties. Any provision of this Agreement may be

waived only in a writing signed by the party to be charged with the waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement.

SECTION 8. Severability. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement shall not be affected thereby.

SECTION 9. Relationship of the Parties. The parties expressly understand and agree that this Agreement is not intended to create, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

SECTION 10. Assignment. The Chamber may assign its rights, but not its duties, under this Agreement.

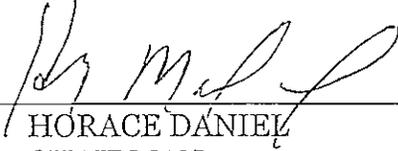
SECTION 11. Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with, the Parties as set forth below shall be sufficient for every purpose hereunder if in writing and either (i) delivered to an officer or other legal representative of the party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, or (iv) sent by fax, as follows:

| | |
|------------------------|--|
| For Washington County: | Board of Commissioners of Washington County P.O. Box 271 Sandersville, Georgia 31082-0272 Attn: County Administrator Facsimile: (478) 552-7424 |
| For Sandersville: | City of Sandersville 141 W. Haynes St. P.O. Box 71 Sandersville, GA 31082 Attn: City administrator Facsimile: (478) 552-6006 |
| For the Chamber: | Washington County Chamber of Commerce, Inc. 131 West Haynes Street Suite B Sandersville, Georgia 31082 Attn: President Facsimile:(478) 552-1449 |

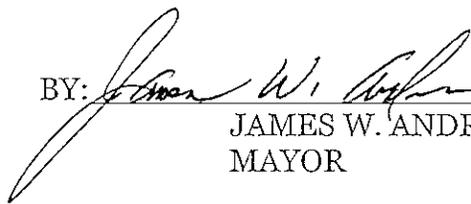
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

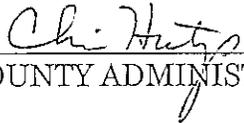
[SIGNATURES ON NEXT PAGE]

WASHINGTON COUNTY
BOARD OF COMMISSIONERS

BY: 
HORACE DANIEL
CHAIRMAN

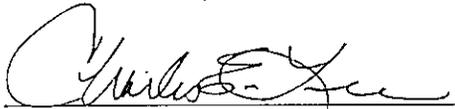
CITY OF SANDERSVILLE

BY: 
JAMES W. ANDREWS
MAYOR

ATTEST: 
COUNTY ADMINISTRATOR

ATTEST: 
CITY ADMINISTRATOR

WASHINGTON COUNTY CHAMBER
OF COMMERCE, INC.

BY: 
CHARLES E. LEE, PRESIDENT

ATTEST: 
CHAIRPERSON