

## AGREEMENT

WHEREAS, Article 9, Section 2, Paragraph 3 of the Georgia Constitution specifically confers upon GORDON COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "the County"), certain supplementary powers and all implied powers necessary to carry out said supplementary powers and provide services to include public health facilities and services, parks, recreational programs, libraries, archives, and arts and science programs and facilities; and

WHEREAS, the County has been requested by the WINNER'S CLUB (hereinafter referred to as "the Service Provider") to furnish funds in the amount of \$4,550.00 for the County's fiscal year ending June 30, 2018 to allow the Service Provider to perform the following activities promoting the safety, health, peace, security, good order, comfort, convenience and general welfare of the citizens of the County, to wit:

Provide recreational programs for disadvantaged youth that have been identified as "at risk" students by local law enforcement and educational personnel; supervise persons ordered to perform community service by the local court system; and

WHEREAS, the Board of Commissioners of Gordon County, Georgia consider the services to be performed by the Service Provider necessary for the general welfare of the citizens of Gordon County;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the County and Service Provider do hereby agree as follows:

1. Service Provider will undertake and perform the following activities, projects and programs (hereinafter referred to as "the Service Project") during the County's fiscal year ending June 30, 2018:

Provide recreational programs for disadvantaged youth that have been identified as "at risk" students by local law enforcement and educational personnel; supervise persons ordered to perform community service by the local court system; and

2. Service Provider will provide to the County a report on or before December 31, 2017 and May 31, 2018 identifying the activities, projects and programs performed or completed during said reporting period. Said report shall identify the costs and expenditures for same as well as the number of County residents served.

3. County will pay to the Service Provider the sum of \$4,550.00 for the Service Projects.

4. Any property, other than real estate, purchased by the Service Provider with the funds paid by the County hereunder shall become the property of the County in the event the Service Provider ceases to exist as a legal entity or abandons the Service Project. In such event, the County may take immediate possession of said property.

In Witness Whereof the Parties hereto evidence their acceptance of this agreement as shown by their signatures affixed below this 1<sup>st</sup> day of July, 2017

WINNERS CLUB, INC.

BOARD OF COMMISSIONERS  
OF GORDON COUNTY, GA.

BY: \_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_  
BECKY HOOD  
CHAIRMAN

ATTEST: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST: \_\_\_\_\_  
ANNETTE BERRY  
CLERK

**STATE OF GEORGIA  
COUNTY OF GORDON**

**AGREEMENT  
CITY SCHOOL NURSE SERVICES**

This Agreement is made effective as of the First day of July, 2017, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the Calhoun City Schools (hereinafter referred to as the "City-Schools").

**WHEREAS**, the County and the City Schools agree that the health of the children enrolled in the Calhoun City School System is a matter of public concern; and

**WHEREAS**, the provision of limited medical services to the children of Gordon County while attending the Calhoun City School System will promote the general welfare of all citizens of Gordon County; and

**WHEREAS**, the County wishes to continue to support the School Nurse Program which is currently in place within the Calhoun City Schools and is administered by the City Schools; and,

**WHEREAS**, it is in the best interest of the public health, safety and welfare of all Gordon County citizens for medical care to be provided to the children attending the Calhoun City public schools through utilization of the School Nurse Program.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County shall pay to the City Schools by and through its Board of Education the amount of \$34,125.00 (Thirty-Four Thousand One Hundred Twenty-Five and 00/100) with said amount to be used for the Calhoun City School Nurse Program. These funds shall be used by the City Schools for the school year budget period beginning on July 1, 2017 and ending on day of June 30, 2018.
2. The City Schools agree to utilize these funds solely for the purpose of providing medical care, treatment, and prevention programs to the children of Gordon County through the School Nurse program offered by and at the Calhoun City Schools.
3. The parties agree and understand that any employees, providers, agents or officials employed or utilized in any manner in the provision of any medical care, treatment, and prevention programs to the children through the School Nurse program offered by and at the Calhoun City Schools are not employees of, agents of, or employed by Gordon County Government and its Board of Commissioners. It is further agreed by the parties that it is the sole responsibility and

discretion of the City Schools as to who they employ or utilize to provide these medical services through the School Nurse program.

4. Should the City Schools decide to discontinue the School Nurse Program, then the City Schools agree to reimburse to Gordon County any funds which have been paid by the County but have not been expended by the Calhoun City Schools for the operation of the School Nurse program during the 2017-2018 school year.

5. The parties agree to comply with all applicable Federal and State laws, rules, and regulations, and local ordinances now in effect or later adopted. Any notices, requests, comments, and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, addresses as follows:

As to the County Government:

Chair, Gordon County  
Board of Commissioners  
Post Office Box 580  
Calhoun, Georgia 30703

As to the City Schools:

Chair, Calhoun City Schools  
Board of Education  
380 Barrett Rd.  
Calhoun, Georgia 30701

6. This Agreement constitutes the entire understanding of the parties and there are not other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of such parties by their respective representatives.

Approved as effective on July 1, 2017.

BOARD OF EDUCATION  
CITY OF CALHOUN

BOARD OF COMMISSIONERS  
OF GORDON COUNTY, GA.

BY: \_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_  
BECKY HOOD  
CHAIRMAN

ATTEST: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST: \_\_\_\_\_  
ANNETTE BERRY  
CLERK

**STATE OF GEORGIA  
COUNTY OF GORDON**

**AGREEMENT  
COUNTY SCHOOL NURSE SERVICES**

This Agreement is made effective as of the First day of July, 2017, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the Gordon County School District (hereinafter referred to as the "County Schools").

**WHEREAS**, the County and the County Schools agree that the health of the children enrolled in the County School System is a matter of public concern; and

**WHEREAS**, the provision of limited medical services to the children of Gordon County while attending the County School System will promote the general welfare of all citizens of Gordon County; and

**WHEREAS**, the County wishes to continue to support the School Nurse Program which is currently in place within the County Schools and is administered by the County Schools; and,

**WHEREAS**, it is in the best interest of the public health, safety and welfare of all Gordon County citizens for medical care to be provided to the children attending the County public schools through utilization of the School Nurse Program.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County shall pay to the County Schools by and through its Board of Education the amount of \$34,125.00 (Thirty-Four Thousand One Hundred Twenty-Five and 00/100) with said amount to be used for the County School Nurse Program. These funds shall be used by the County Schools for the school year budget period beginning on July 1, 2017 and ending on day of June 30, 2018.
2. The County Schools agree to utilize these funds solely for the purpose of providing medical care, treatment, and prevention programs to the children of Gordon County through the School Nurse program offered by and at the Gordon County Schools.
3. The parties agree and understand that any employees, providers, agents or officials employed or utilized in any manner in the provision of any medical care, treatment, and prevention programs to the children through the School Nurse program offered by and at the Gordon County Schools are not employees of, agents of, or employed by Gordon County Government and its Board of Commissioners. It is further agreed by the parties that it is the sole responsibility and

discretion of the County Schools as to who they employ or utilize to provide these medical services through the School Nurse program.

4. Should the County Schools decide to discontinue the School Nurse Program, then the County Schools agree to reimburse to Gordon County any funds which have been paid by the County but have not been expended by the County Schools for the operation of the School Nurse program during the 2017-2018 school year.

5. The parties agree to comply with all applicable Federal and State laws, rules, and regulations, and local ordinances now in effect or later adopted. Any notices, requests, comments, and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, addresses as follows:

As to the County Government:

Chair, Gordon County  
Board of Commissioners  
Post Office Box 580  
Calhoun, Georgia 30703

As to the County Schools:

Chair, Gordon County Schools  
Board of Education  
P.O. Box 12001  
Calhoun, Georgia 30703

6. This Agreement constitutes the entire understanding of the parties and there are not other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of such parties by their respective representatives.

Approved as effective on July 1, 2017.

BOARD OF EDUCATION  
OF GORDON COUNTY, GA

BOARD OF COMMISSIONERS  
OF GORDON COUNTY, GA.

BY: \_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_  
BECKY HOOD  
CHAIRMAN

ATTEST: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST: \_\_\_\_\_  
ANNETTE BERRY  
CLERK