October 1, 2014

Mayor John Reid
City Council Members

Dear Sirs and Madam:

Since 1986, (twenty – eight years) three non-profit organizations, Special Olympics Georgia (SOGA) - Putnam County, Putnam Jasper Support Services (PJSS), and the Knights of Columbus (KOC), have joined forces as partners to host their Annual Tootsie Roll Drive. The funds collected during this event benefits individuals with Developmental Disabilities.

This letter of request, ask for permission to conduct a charitable “Tootsie Roll Drive”, Road Block, October 24 – 25, 2014 in downtown Eatonton. The target area is at the major intersection of highways 441 and 16. The adult volunteer adheres to all measures of safety precautions. They wear bright yellow and red dickeys for clear visibility for the motorist to see. During this annual fund raising event volunteers hand out free tootsie rolls and many individuals make generous donations to support our efforts.

The three sponsoring agencies along with the recipients of the proceeds appreciate the support that the city government, including the city police department, has given us for more than two decades. It is our desire that you give this matter your up-most consideration.

During the weekend of November 21 -22, 2014 local volunteers plan to be visible and busy collecting donations at local merchants and businesses throughout the city and county. This community-wide event fosters active involvement from all segments of government, civic and community organizations / clubs and individual volunteers.

For additional questions or concerns, please contact: Annie L. Bishop @ 706-484-2854 or send an email to albputnamjasper@bellsouth.net

Thank you in advance for your continuous support in these efforts.

Sincerely,
Annie L. Bishop
Local Coordinator
SOGA - Putnam County
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, toAuthorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2015 and for other purposes.

WHEREAS, the City of Eatonton has received notification from the Middle Georgia Regional Commission that an amendment to the SFY 2015 Area Agency on Aging contract is required to reflect increased state funding levels from $36,069 to $45,101; and

WHEREAS, the amendment reflects adjustments made as a result of the Middle Georgia Regional Commission's first official allocation for SFY 2015, which saw the restoration of funds previously affected by federal budget sequestration; and

WHEREAS, as the fiscal year moves forward, any changes to available funding will result in additional contract amendments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

The Mayor authorized to sign the contract amendment between the Middle Georgia Regional Commission Area Agency on Aging and the City of Eatonton and other such supporting material as shall be necessary for the proper execution of the amendment.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of October, 2014.

Attachment

John Reid, Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
August 22, 2014

Mr. Gary Sanders, City Administrator
City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

Dear Mr. Sanders:

Enclosed for your review and signature are three copies of the amendment to your agency’s SFY 2015 contract with the Middle Georgia Regional Commission (MGRC). This amendment reflects adjustments made as a result of the RC’s first official allocation for SFY 2015. This allocation saw some restoration of funds previously effected by sequestration.

As this fiscal year moves forward, any changes to available funding will result in a contract amendment. We will continue to keep you apprised of any changes or new information as it becomes available to us.

At your earliest convenience, please return two signed and witnessed copies of the contract amendment to the Regional Commission.

Please feel free to call Brent Lanford, Curstyna Echols, or me at 478-751-6160 if you have any questions or concerns.

Sincerely,

Ralph Nix
Executive Director

Enclosures
MIDDLE GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING
CONTRACT

RC/AAA ADMINISTRATIVE INFORMATION:

Expense X
DHS Contract #42700-373-0000030478 CFDA #93.053 (NSIP)
Total Obligation: $66,026 CFDA #93.045 (Title III C2)

Federal: $ 18,722
State: $ 45,101
Match: $ 2,203

SECTION I - GENERAL CONTRACT PROVISIONS:

PARA #101 CONTRACT BETWEEN:

This Contract is made and entered into by and between the Middle Georgia Regional Commission (RC), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the RC;

AND

City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Bibb County, Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the RC, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

RC Contract Section II, Paragraph #201, A.2 is amended as follows:

SECTION II - SPECIAL TERMS AND CONDITIONS:

PARA #201 RC AND CONTRACTOR AGREEMENTS:

A. The Contractor agrees:

2. That the approved budget for all fund sources or program is attached hereto as Appendix B.
RC Contract Section III, Paragraph #301

Is Amended to Read:

SECTION III – CONTRACT PAYMENT PROVISIONS:

PARA #301 RC PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT:

The total approved budget for the entire Contract is $66,026. Total payments to the Contractor shall not exceed $63,823.

X TITLE III OLDER AMERICANS ACT

The total approved budget (Appendix B) for Title III is $22,026, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Home-Delivered Meals $5.51/Unit

A. July 1 through September 30 – Reimbursement for this period will not exceed $4,956. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $14,867, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $19,823.

TITLE III MATCH REQUIREMENT:

Certified Cost Only _____ In-Kind _____ Both X

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $2,203, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

X NSIP NUTRITION SERVICES INCENTIVE PROGRAM

The total approved budget (Appendix B) for NSIP is $44,000, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Home-Delivered Meals $5.51/Unit

Total Contract reimbursement for expenses shall not exceed $44,000.
RC Contract Appendix B is DELETED and REPLACED by the attached Appendix B dated August 1, 2014.

RC Contract Section IV, Paragraph #401, A

Is Amended to Read

SECTION IV – COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS:

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS:

A. Compliance with Health Insurance Portability and Accountability Act (HIPPA):

It is understood and agreed that the Middle Georgia Regional Commission is a “business associate” of the Department of Human Services (DHS) as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a sub-contracted business associate of the RC, that its use or disclosure of any person’s protected health information received from or on behalf of the RC will be governed by the Business Associate Agreement, attached hereto as Appendix E, which the Contractor agrees to by signing and submitting with this Contract. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to Section E of the Business Associate Agreement.

SECTION V:

PARA #501 CONTRACT APPENDICES INCLUSION:

This contract includes Appendices as listed below, which are hereto attached and made a part hereof:

Appendix B - Budget Fund Source Summary
This Contract Amendment constitutes the full and complete agreement between the parties hereto and is part of the original contract dated July 1, 2014, for the State Fiscal Year 2015.

WITNESS:

Signature

MIDDLE GEORGIA REGIONAL COMMISSION

Charles Westberry, Council Chairman

Ralph Nix, Executive Director

WITNESS:

Signature

CITY OF EATONTON

John Reid, Mayor
<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Total Amount</th>
<th>Federal Amount</th>
<th>State Amount</th>
<th>Local Amount</th>
<th>Units Of Service</th>
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<tbody>
<tr>
<td>Home-Delivered Meals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Title III-C-2</td>
<td>$22,026</td>
<td>$18,722</td>
<td>$1,101</td>
<td>$2,203</td>
<td>3,997</td>
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<td>Home-Delivered Meals</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• NSIP - State</td>
<td>$44,000</td>
<td>-0-</td>
<td>$44,000</td>
<td>-0-</td>
<td>7,985</td>
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<tr>
<td>Totals Funds This Contract</td>
<td>$66,026</td>
<td>$18,722</td>
<td>$45,101</td>
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</table>
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to Authorize the Mayor to Sign the Memorandum of Agreement with the Middle Georgia Regional Commission for the development and maintenance of a new City website and for other purposes.

WHEREAS, the City of Eatonton desires a dynamic, visually pleasing, and feature rich website that conveys important information about the City of Eatonton; and

WHEREAS, the City of Eatonton desires a convenient and intuitive mechanism for providing content updates to the site in a timely manner; and

WHEREAS, the Middle Georgia Regional Commission has the staff and expertise to develop and maintain a website for the City of Eatonton that achieves these goals; and

WHEREAS, the Middle Georgia Regional Commission has agreed to develop and maintain such a website in accordance with the terms expressed in the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

The Mayor authorized to sign the Memorandum of Agreement between the Middle Georgia Regional Commission and the City of Eatonton and other such supporting material as shall be necessary for the proper development and maintenance of a new City website.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of October, 2014.

John Reid, Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
MIDDLE GEORGIA REGIONAL COMMISSION
AND
CITY OF EATONTON

This MEMORANDUM OF AGREEMENT by and between the Middle Georgia Regional Commission (hereinafter referred to as "the RC") and the City of Eatonton (hereinafter referred to as "CITY") is subject to proper execution.

WHEREAS, the CITY desires that the RC develop and maintain a website for the CITY; and

WHEREAS, the RC has the staff and expertise to develop and maintain a website for the CITY.

NOW, THEREFORE, BE IT RESOLVED that the RC and the CITY do mutually agree as follows:

(01) Terms of Agreement

Upon execution by the appropriate parties, the RC agrees to develop and maintain a fully functional website for the CITY. In consideration of the following mutual promises, covenants, and conditions, it is agreed that the RC will be responsible for performance under this Agreement, as described in Section 04, Scope of Work.

(02) Project Title

City of Eatonton Website

(03) Background

The CITY desires a dynamic, visually pleasing, feature-rich website that conveys important information about the organization and its activities to targeted groups and the general public. Furthermore, the CITY desires a convenient and intuitive mechanism for providing content updates to the site in a timely manner.

(04) Scope of Work

The RC's scope of work, under this Agreement, falls into two distinct phases: (1) design and development; and (2) maintenance and support.

Under the first phase (Design and Development), the RC will work with the CITY to design and develop a visually pleasing, feature-rich website that incorporates an intuitive content management system (CMS) that allows designated users to update website content to keep the site current. This phase may include multiple draft designs and multiple rounds of content and functionality review. This phase will also include CMS training for CITY designated users who will be responsible for content creation and updates. This phase will be completed upon publishing the website to the internet, also known as the "Go Live" date.

The RC's Responsibilities in Phase 1:
1. Utilize the latest trends and best practices in web design to develop a visually pleasing, content rich website.

2. Incorporate an intuitive Content Management System (CMS) to allow CITY-authorized users to provide timely updates to site content.

3. Manage domain name registrations for the CITY, as applicable.

4. Secure website hosting for the CITY.

5. Train designated users on updating the site through the integrated CMS.

The CITY's Responsibilities under Phase 1:

1. Provide timely reviews and input on draft website designs and development features.

2. Designate user(s) responsible for providing content updates to the website.

3. Ensure that designated users are trained by RC staff in the use of the CMS.

4. Generate content for the website.

The second phase of this Agreement (Maintenance and Support) will commence upon the website's "Go Live" date.

The RC's Responsibilities in Phase 2:

1. Manage security monitoring and website backup services for the CITY.

2. Update the website software and components as updates become available.

3. Provide minor structural or design modifications to the site at the request of the CITY. [Note: Significant modifications amounting to a re-design of the site may be subject to additional fees in accordance with the attached fee schedule.]

4. Manage designated user access to the website CMS (i.e. add/remove users as directed by the CITY).

5. Provide technical support to designated users to address website issues or "bugs."

The CITY's Responsibilities under Phase 2:

1. Provide content updates to the website, keeping it current with the latest information.

2. Report "bugs" or other discovered issues with the website immediately to the RC.

(05) Schedule/Timeline

Development services, as specified under this Agreement, shall commence upon execution of this Agreement and continue as expeditiously as possible until satisfactory completion is determined by the CITY.

Maintenance Services provided under this Agreement shall commence at the "Go Live" date and continue for a term of three (3) years.
Any reference to "days" in this Agreement shall be deemed calendar days unless otherwise specifically stated.

(06) Compensation

A. The CITY agrees to pay an initial, one-time fee of $60 to the RC, which covers the cost of design and development services outlined in Section 04. This fee is based on the estimate of staff-time and resources and the cost of necessary services as included in "Appendix A" to this Agreement. This amount will be billed to the CITY upon completion of Phase 1, at the "Go Live" date.

B. The CITY agrees to pay an annual fee of $1,260 to the RC, which covers the cost of RC maintenance and support services outlined in Section 04. This fee is based on the estimate of staff-time and resources and the cost of necessary services as included in "Appendix A" to this Agreement. This amount will be billed to the CITY, initially, on or after September 1, 2014, and then billed annually on the anniversary of that date.

(07) Contract Renewal and Benefits

At the end of the maintenance term of three (3) years, the CITY and the RC may renew this Agreement for an additional term. If the CITY elects to renew for an additional three-year term, the RC agrees to provide a complimentary redesign of the website¹.

(08) Termination of the Contract for Cause

If, through any cause, the RC shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the RC shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to the RC of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all geospatial features and data compiled in the map application shall be provided to the CITY. The RC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations. Also, the CITY shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

(09) Termination for the Convenience of the RC

The RC may terminate this Agreement at any time by giving written notice to the CITY of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all geospatial features and data compiled in the map application shall be provided to the CITY. The RC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, the CITY shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

(10) Amendments/Modifications

From time to time, the CITY and the RC may mutually consent to changes in the Scope of Work or any other aspect of this Agreement. Such changes, including any increases or decreases in the compensation paid to the RC, shall be incorporated in written amendments to this Agreement and signed by the duly authorized representatives of both parties.

¹ Current Estimated Value of $6,579.
This Agreement may be modified only by a formal, written modification signed by authorized representatives of both the CITY and the RC. All changes to the Scope of Work and/or any other aspect of this Agreement shall be agreed upon and mutually accepted via contract amendments executed by the CITY and the RC.

(11) Access to Applicable Records

The RC agrees to preserve all its records bearing upon the amounts payable under this Agreement and further agrees that any specifically authorized representative of the CITY shall, until the expiration of three (3) calendar years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the RC involving transactions related to this Agreement.

(12) Right to Audit

The RC agrees to give the CITY, through any authorized representative, the right to audit all records, books, papers, or documents related to the Agreement for up to three (3) calendar years after completion of this Agreement.

(13) Publication of Results

Should the parties to this Agreement decide that it would be advantageous to publish the results of this cooperative undertaking, the determination of same shall be made jointly and be agreeable to each party. Publication by either party shall give proper credit to the other party.

(14) Assignment of Duties

The RC shall not assign its duties under this Agreement without prior express written approval of the CITY.

(15) Nondiscrimination

Neither party to this Agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race or ethnicity, gender, creed, national origin, age, religion, sexual orientation, veteran status, or disability.

(16) Ownership

All data produced in whole or in part under this contract shall remain the property of the CITY. Furthermore, the RC will not apply for a copyright for any reports, data, or other documents produced in whole or in part under this Agreement.

(17) Drug- and Smoke-Free Workplace

The RC hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

(18) Entire Agreement

This Agreement (and all documents incorporated herein) constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and
contemporaneous agreements, representations, statements, negotiations, and undertakings, whether oral or written.

IN WITNESS WHEREOF the CITY and the RC have executed this Agreement as of the date first above written.

MIDDLE GEORGIA REGIONAL COMMISSION

Charles Westberry, RC Council Chairman

Date

Ralph Nix, RC Executive Director

CITY OF EATONTON

John Reid, Mayor

Date

Martin D. Elmore, City Administrator
## APPENDIX A

### ESTIMATED COST OF WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES

<table>
<thead>
<tr>
<th>1. Development</th>
<th>Cost*</th>
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<tbody>
<tr>
<td>1.A. Website Design &amp; Development</td>
<td>$6,168</td>
</tr>
<tr>
<td>1.A.i. Project Planning &amp; Design</td>
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</tr>
<tr>
<td>1.A.ii. Design Review and Selection</td>
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</tr>
<tr>
<td>1.B. Content Management System (CMS) Training</td>
<td>$411</td>
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<tr>
<td><strong>Total Estimated Development Cost</strong></td>
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<table>
<thead>
<tr>
<th>2. Maintenance</th>
<th>Annual Cost*</th>
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<tr>
<td>2.A. Website Support &amp; Maintenance</td>
<td>$987</td>
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<tr>
<td>2.A.i. Minor Design Modifications</td>
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<tr>
<td>2.A.ii. Software Updates for Compatibility</td>
<td></td>
</tr>
<tr>
<td>2.B. Security Administration &amp; Backup services</td>
<td>$493</td>
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<tr>
<td>2.B.i. Database and Web Code backup</td>
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</tr>
<tr>
<td>2.B.ii. Data Storage</td>
<td></td>
</tr>
<tr>
<td>2.C. Web Hosting and Domain Registration Fees</td>
<td>$200</td>
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<tr>
<td>2.D. Additional Training of Staff (as needed)</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total Estimated Annual Maintenance Cost</strong></td>
<td>$1,680</td>
</tr>
</tbody>
</table>

* Cost includes estimate of hours and staff rate (including fringe and indirect costs).

### Dues-Paying Local Government (25% Discount Applied)

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Design &amp; Development Cost</strong></td>
</tr>
<tr>
<td><strong>2. Annual Maintenance Cost</strong></td>
</tr>
</tbody>
</table>

** Design and development cost waived per RC.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to Authorize the Mayor to Sign the letter of Engagement with David Giddens, CPA for Auditing Services and for other purposes.

WHEREAS, the City of Eatonton is a political subdivision of the State of Georgia and raises revenue as authorized by the General Assembly and the State constitution to provide an array of services; and

WHEREAS, Georgia law requires that the City of Eatonton’s finances be audited on an annual basis by an independent auditor; and

WHEREAS, the annual audit serves as the essential mechanism of accountability and transparency to the citizens of the City of Eatonton; and

WHEREAS, the City of Eatonton desires to maintain compliance with state laws and regulations regarding the conduct of an annual audit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

The Mayor is authorized to sign the letter of Engagement with David Giddens, CPA for Auditing Services and other such supporting material as shall be necessary for the proper conduct of the annual audit for CFY 2014.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of October, 2014.

ATTEST:

Clerk, City of Eatonton, Georgia
September 2, 2014

Honorable Mayor and Members of the City Council
Eatonton, Georgia

It is a pleasure to confirm our understanding of the services we are to provide for the City of Eatonton, Georgia for the year ended August 31, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the component unit, each major fund and the remaining fund information, including the related notes to the financial statements, as of and for the year ended August 31, 2014. These collectively comprise the City’s basic financial statements. The document that we submit to you will also include combining and individual fund financial statements that will be subjected to the auditing procedures applied in our audit of the basic financial statements.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the basic financial statements. Although not a part of the basic financial statements, this information is required by the Governmental Accounting Standards Board (GASB). GASB considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic and/or historical context.

As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparisons of the information (for consistency) to management’s responses to our inquiries, the basic financial statements and other knowledge that we obtained during our audit. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to do so. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

- Management’s Discussion and Analysis.
- Governmental Accounting Standards Board requirements for supplementary pension information.
- Independent auditor’s reports on compliance and internal control.

Supplementary information, other than RSI, may also accompany the basic financial statements. If a single audit is performed, we will subject the schedule of expenditures of federal awards, to the auditing procedures applied in our audit of the basic financial statements. We will perform certain additional procedures including comparing and reconciling such information
directly to the underlying accounting and other records used to prepare the financial statements. We will provide an opinion on this schedule in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the City’s basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles. Also, we report on the fairness of the supplementary information, referred to in the third paragraph, when considered in relation to the basic financial statements taken as a whole. Further objectives include reporting on:

Internal control related to the financial statements and on compliance with the provisions of laws, regulations, and the provisions of contracts and grant agreements, noncompliance with which could have a material effect on the financial statements, in accordance with Government Auditing Standards.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program, in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The respective reports on internal control and compliance will each include a paragraph that the report is solely to describe:

- The scope of testing of internal control over financial reporting and compliance, and the result of that testing. It is not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance.

- The scope of testing internal control over compliance for major programs and the result of that testing. The provided opinion on compliance is not an opinion on the effectiveness of internal control over compliance.

The paragraph will further state that:

- These reports are integral parts of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance, or in considering internal control over compliance and major program compliance in accordance with OMB Circular A-133.

- These reports are not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and, if applicable, the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133. It will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures that we consider necessary to enable us to express such opinions and to render the required reports.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If, for any
reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, the schedule of expenditures of federal awards, all accompanying information and all representations contained therein. Management is also responsible for identifying government award programs; for understanding and complying with their respective compliance requirements; and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133.

As part of the audit, we will assist with the preparation of your financial statements, schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and for performing all management functions relating to the financial statements, the schedule of expenditures of federal awards and the related notes. Accordingly, you accept full responsibility for such decisions.

At the conclusion of our audit, you will be required to acknowledge, in the management representation letter, (1) our assistance and (2) that you have reviewed and approved the financial statements and related schedules and notes, prior to their issuance and (3) that you have accepted responsibility for them. In addition, you agree to oversee our services by designating a qualified individual possessing suitable skill, knowledge and experience for overseeing these services, evaluating the adequacy and results of these services and accepting responsibility for them.

Additionally, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. This responsibility includes informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government. This includes any and all allegations and their source, whether received in communications from employees, former employees, grantors, regulators or others.

Management’s responsibilities also include:

- establishing and maintaining effective internal controls, including internal controls over compliance;
- monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
- monitoring to provide reasonable assurance that government programs are administered in compliance with relevant requirements;
- identifying and assuring compliance with applicable laws, regulations, and the provisions of contracts and grant agreements;
- the selection and application of accounting principles;
- the fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles;
- establishing and maintaining adequate records;
- ensuring that financial information is reliable and properly recorded;
- making all financial records and related information available to us by providing
access to all information of which management is aware is relevant to the preparation and fair presentation of the financial statements,
additional information that we may request for the purpose of the audit, and
unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence;
• adjusting the financial statements to correct material misstatements;
• confirming to us, in the representation letter, that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole;
• taking timely and appropriate steps to remedy any instances of fraud, illegal acts, non-compliance or abuse that we may report;
• maintaining a process for tracking the status of audit findings and recommendations;
• following up and taking corrective action on reported audit findings;
• preparation of a schedule of prior audit findings;
• providing management’s views on our current findings, conclusions and recommendations, as well as related corrective action plans, for the report;
• disclosure to us of other studies, reports, engagements or audits, which are related to the audit objectives specified above; including related findings, recommendations and resulting corrective actions;
• disclosing significant vendor relationships when the vendor has the responsibility for program compliance and for the accuracy and completeness of information.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (GAAP). This includes preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133, when annual expenditures of federal awards exceed $500,000. When we report on this schedule, you agree to include our report with any document that contains this schedule or references our report on this schedule. You also agree to include the audited financial statements with any presentation of this schedule and or our related report.

In the written representation letter, which you provide at the conclusion of our engagement, you will acknowledge (1) responsibility for presentation of this supplementary information in accordance with GAAP; (2) your belief that it is fairly presented in form and content in accordance with GAAP; (3) consistency in the methods of measurement and presentation (or the reasons for any changes); and (4) that you have disclosed to us significant assumptions and interpretations underlying the measurement or presentation of required supplementary information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgement about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If a single audit is performed, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements. Our responsibility as auditors is limited to the period
covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement; regardless of whether such misstatement may be caused by (1) errors (2) fraudulent financial reporting (3) misappropriation of assets or (4) violations of laws or governmental regulations that are attributable to the entity, or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not require auditors to provide reasonable assurance of detecting abuse.

Because we will not perform a detailed examination of all transactions, there are inherent audit limitations. These, combined with inherent limitations of internal control, contribute to a risk that material misstatements or noncompliance may exist and may not be detected by us. These risks remain even when an audit is properly planned and performed in accordance with U.S. generally accepted government auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs.

However, we will inform management of any material error(s), any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Any abuse that comes to our attention will be reported in the same manner. We will include such matters in the reports required for a Single Audit.

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

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control. The understanding will be sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further auditing procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider to be relevant in preventing and detecting errors and fraud that are material to the financial statements and in preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each
major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance any internal control related matters that are required to be communicated under professional standards, Government Auditing Standards and OMB Circular A-133.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Relative to a single audit, OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with those laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the [OMB Circular A-133 Compliance Supplement](https://www.gao.gov/products/GAO-13-449) for the types of compliance requirements that could have a direct and material effect on each of the City’s major programs. The purpose of those procedures will be to express an opinion on the City’s compliance with requirements, applicable to each of its major programs, in our report on compliance issued pursuant to OMB Circular A-133.

**Audit Administration**

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any invoices or other source documents required for our testing.

If a single audit is performed, we will, at the conclusion of our engagement, complete the appropriate sections and sign the Data Collection Form that summarizes our audit findings. It is then management’s responsibility to submit the reporting package along with the Data Collection Form to the designated federal clearinghouse, within the appropriate time period. We will coordinate with you to complete the electronic submission and certification.

The audit documentation for this engagement is the property of David Giddens, CPA, and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to other auditors and oversight officials. We will notify you of any such request. If requested, access to audit documentation will be provided under the supervision of David Giddens, CPA, firm personnel. These other parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.
Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report accompanies this letter.

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

Very truly yours,

David Giddens
Certified Public Accountant

RESPONSE:

Your letter of September 2, 2014, correctly sets forth the understanding of the City of Eatonton, Georgia, regarding audit services to be provided for the year ended August 31, 2014.

Gary Sanders, City Manager
City of Eatonton, Georgia
Date:
January 20, 2014

To the Owner
David Giddens, CPA
and the Peer Review Committee of the Georgia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of David Giddens, CPA (the firm) in effect for the year ended July 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants.

As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of David Giddens, CPA in effect for the year ended July 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. David Giddens, CPA has received a peer review rating of pass.