#### DAWSON COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA - THURSDAY, FEBRUARY 14, 2019 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 25 JUSTICE WAY, DAWSONVILLE, GEORIGA 30534 4:00 PM

#### **UNFINISHED BUSINESS**

 Consideration of Rescission of November 1, 2018, Denial of the Alcohol License Application from Blackrock Food Service LLC d/b/a/ Crave Hot Dogs & BBQ and Consideration of Issuance of Alcohol License (Retail Consumption on Premises of Beer and Wine) -Blackrock Food Service LLC d/b/a Crave Hot Dogs & BBQ

#### **NEW BUSINESS**

- 1. Presentation of FY 2019 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties- Public Defender Brad Morris
- 2. Presentation of FY 2019 State Public Defender Contract- Public Defender Brad Morris
- 3. Presentation of 2019 Charity Boot Drives- Emergency Services Director Danny Thompson
- <u>4.</u> Presentation of Special Event Business License Application *Motorcycle Event* Planning & Development Director Jameson Kinley
- <u>5.</u> Presentation of Request to Accept Geographic Information System Summer Intern Grant-Planning & Development Director Jameson Kinley
- Presentation of Staff Response to Citizen's Reported Concerns- Public Works Director David McKee
- 7. Presentation of New Proposed Recycling Agreement with Advanced Disposal- Public Works Director David McKee
- 8. Presentation of Request for Additional Funds for Highway 53 / Lumpkin Campground Road Intersection Improvement Project- Public Works Director David McKee
- 9. Presentation of a Resolution Approving Legal Services Agreement to Retain Blasingame, Burch, Garrard & Ashley, P.C. as Special Legal Counsel in Opioid Litigation-Interim County Attorney
- 10. Discussion of Parks & Recreation Programs- Parks & Recreation Director Matt Payne
- 11. Discussion of Impact Fees on Commercial Businesses- Chairman Thurmond
- 12. County Manager Report
- 13. County Attorney Report

#### **EXECUTIVE SESSION**

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

### **Backup material for agenda item:**

1. Presentation of FY 2019 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties- Public Defender Brad Morris



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER			Work Ses	sion: <u>2/14/19</u>		
Prepared By: EVI TURK		Vot	ting Session:	<u>2/21/19</u>		
Presenter: BRAD MORRIS Public Hearing: Yes X No						
Agenda Item Title: REQUEST FOR APPROBETWEEN DAWSON AND HALL COUNTIES	OVAL OF FY 20	018 INTERGOV	ERNMENTAL	AGREEMENT		
Background Information:						
Dawson County has contracted with Hall Cof operation on January 1, 2005 to share the County employees, and pursuant to the reimburses Hall County for one-half of the IGA	e cost of two er Intergovernme	mployees equali intal Agreement	y. The employ t ("IGA"), Daw	rees are Hall rson County		
Current Information:						
The expense required to fund the IGA has been requested and approved in the 2019 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2019.  Budget Information: Applicable: Not Applicable: Budgeted: Yes X No						
Fund Dept. Acct No.	Budget	Balance	Requested	Remaining		
2800 571000-000	82,265.00	82,265.00	82,264.84	0.16		
Recommendation/Motion: Move to approve the Department Head Authorization: Prince Dept. Authorization: Prince Dept. Authorization: Dept. County Manager Authorization: Dept. County Attorney Authorization: Comments/Attachments:	Mon	h Hall County.	Date: 1/3  Date: 2/  Date: 2/  Date:			



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PU	BLIC DEFEN	DER		Work Session: <u>2/14/19</u>			
Prepared By: E\	/I TURK		Voting Session: <u>2/21/19</u>				
Presenter: BRAI	Presenter: BRAD MORRIS, PUBLIC DEFENDER Public Hearing: Yes X No					No	
Agenda Item Tit	le: REQUEST	FOR APPROV	'AL OF FY 2019	STATE PUBLI	C DEFENDER	CONTRACT	
Background Info	ormation:						
Dawson County has contracted with the GPDC since the Public Defender System's inception (our office started operating in January, 2005) for the GPDC to employ one attorney and one administrative assistant as State employees via a contract. The contract covers the two employees' salaries and cost of employment as set forth in Attachment B to the State Contract, and a 5% management fee.							
Current Information	tion:						
The expense required to fund this contract has been requested and approved in the 2019 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new Fiscal and Calendar Year 2019.  Budget Information: Applicable: Not Applicable: Budgeted: Yes x No							
## Runds Del	Dept.	Acct No.	Budget	Balance	Requested	Remaining	
	2800	571001-000	\$187,311.00	\$187,311.00	\$187,311.00	0	
Recommendation	on/Motion: Mo	ve to approve the	ne 2019 Contrac	et with the GPD	<u>0.</u>		
Department Hea			FO ( A.	for,	Date: <u>1/31</u>	<u>/19</u>	
		1 1	1	10		,	
Finance Dept. A	uthorization: _	Tuku Mei	kuh		Date: 2/1	119	
Finance Dept. A County Manage	uthorization: _ r Authorization	<i>Yuku Nei</i> n: <i>DH</i>	kuh		Date: <u>2/1</u>	119	
Finance Dept. A County Manage County Attorney	r Authorization	1: 22	kin .		1	[]9 []9	
County Manage	r Authorization	1: 22	ein .		Date: 3/9	<u> </u>  19   <u> </u>  19  -	

#### INTERGOVERNMENTAL AGREEMENT PUBLIC DEFENDER SERVICES

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay 50% of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$82,264.84 in four (4) equal quarterly installments of \$20,566.21 beginning March 31, 2019 (for the 1<sup>st</sup> quarter of 2019) and continuing through the end of each quarter of 2019 until one-half of the personnel costs for an Assistant Public Defender I and an Investigator are paid.

Thisday of, 2019.	
DAWSON COUNTY, GEORGIA	ATTEST:
BY: Billy Thurmond, Chairman Dawson County Board of Commissioners	Kristen Cloud, County Clerk
HALL COUNTY, GEORGIA	ATTEST:
BY: Richard Higgins, Chairman Hall County Board of Commissioners	Lisa Ritchie, County Clerk

# ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT BETWEEN HALL AND DAWSON COUNTIES

	Salaries	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assist. Public Defender I	\$ 68,821.94	\$ 13,764.39	\$ 190.91	\$ 4,129.32	\$ 5,264.88	\$ 722.63	\$ 92,894.07
Investigator	\$ 53,072.29	\$ 10,614.46	\$ 147.22	\$ 3,184.34	\$ 4,060.03	\$ 557.26	\$ 71,635.60
TOTAL							\$ 164,529.67
HALF COST FOR DAWSON							\$ 82,264.84

4 quarterly installments :

\$ 20,566.21

ıda	item
	ıda

2. Presentation of FY 2019 State Public Defender Contract- Public Defender Brad Morris



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER	Work Session: <u>2/14/19</u>
Prepared By: EVI TURK	Voting Session: <u>2/21/19</u>
Presenter: BRAD MORRIS, PUBLIC DEFENDER	Public Hearing: Yes X No
Agenda Item Title: REQUEST FOR APPROVAL O	OF FY 2019 STATE PUBLIC DEFENDER CONTRACT
Background Information:	
started operating in January, 2005) for the GP	ince the Public Defender System's inception (our office PDC to employ one attorney and one administrative contract covers the two employees' salaries and cost se State Contract, and a 5% management fee.
Current Information:	
	een requested and approved in the 2019 budget. The on County and the Georgia Public Defender Council 2019.
Budget Information: Applicable: Not Applicable:	
	Budget Balance Requested Remaining 37,311.00 \$187,311.00 \$187,311.00 0
Recommendation/Motion: Move to approve the 20	19 Contract with the GPDC.
Department Head Authorization:	Date: 1/31/19
Finance Dept. Authorization: Yuku Merku	Date:2/1/19
County Manager Authorization:	Date: 2/2/19
County Attorney Authorization:	Date:
Comments/Attachments:	
Attachment - INDIGENT DEFENSE SERVICES AGRE OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUI	EEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER

# INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as "the Public Defender Office") and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective January 1, 2019.

#### WITNESSETH:

**WHEREAS,** the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS,** O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

#### **WHEREAS,** O.C.G.A. § 17-12-30 (c) (6) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

#### **WHEREAS,** O.C.G.A. § 17-12-31 provides in subsections (a) and (b) the following:

- (a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.
- (b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

#### **WHEREAS,** O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

#### **WHEREAS,** O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS,** the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS,** the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided,

independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment and provision for additional personnel by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

#### ARTICLE 1

#### STATUTORY PERSONNEL

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Northeastern Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Dawson County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Dawson County on a revocation of probation;
- (3)Cases prosecuted in the Juvenile Court of Dawson County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

#### ARTICLE 2

#### ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a nonrefundable 5% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Northeastern Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 2.02 Provision of additional county employees. The County agrees to pay for 50% of the personnel cost for two of the Hall County employees listed in Attachment B. The County agrees to the payment terms as enumerated in a separate intergovernmental agreement between Hall County and Dawson County. These employees are to remain employees of the Hall County. The County is the employer for these employees for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these employees and the employees serve at the pleasure of the circuit public defender subject to any applicable County personnel policies. In the event that an employee listed in Attachment B leaves the employment of the County for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the County, which approval shall not be unreasonably withheld. Attachment B is incorporated into this agreement by reference.

#### **ARTICLE 3**

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the operating expenditures for appropriate offices, utilities, telephone expenses, materials, and supplies to equip,

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2010 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

#### **ARTICLE 4**

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

#### ARTICLE 5

#### SALARY SUPPLEMENTS

Section 5.01 Salary supplements. The County agrees to supplement the salaries of the state employees of the Public Defender Office listed in Attachment C in the amount indicated in Attachment C. The salary supplement for these state employees is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the county and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

#### ARTICLE 6

#### **MISCELLANEOUS**

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2019 and ending December 31, 2019.

**Section 6.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2018) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 6.04 Cooperation, dispute resolution and jurisdiction. (a)** The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

- **(b)** Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- **(c)** This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

**Section 6.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Northeastern Judicial Circuit:

H. Bradford Morris, Jr., Circuit Public Defender P.O. Box 390 Gainesville, Georgia 30503

Governing Authority of Dawson County:

Billy Thurmond, Chairman Dawson County Board of Commissioners 25 Justice Way, 2<sup>nd</sup> Floor Dawsonville, Georgia 30534

Georgia Public Defender Council:

Jimmonique Rodgers, Interim Director 104 Marietta Street, Suite 400 Atlanta, GA 30303

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this

agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 6.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

- For cause. This agreement may be terminated for cause, in whole or in part, at any time by (b) either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
- **(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.
- **(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 6.08 (a).

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement.

The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(b) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 6.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 6.10 Rollover of Funds**. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

**Section 6.10 Time.** Time is of the essence.

**IN WITNESS WHEREOF**, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:	Consented to:  Dawson County
	BY:
	Signature
	Chairman
	Dawson County Board of Commissioners

ATTEST:	Consented to:
	Circuit Public Defender
	BY: Signature Circuit Public Defender
ATTEST:	Consented to:
	Georgia Public Defender Council
	BY: Signature
	Director

#### Northeastern Judicial Circuit

#### **ATTACHMENT A – Personnel Expenditures**

#### **Dawson County**

January 1, 2019 - December 31, 2019

The County agrees to pay the Public Defender Office **\$187,311.00** in 12 monthly installments of **\$15,609.25**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15<sup>th</sup> of the preceding month beginning on December 15, 2018. Invoices will be sent to the following address:

Dawson County Board of Commissioners Attn.: Vickie Neikirk, Chief Financial Officer 25 Justice Way, Suite 2214 Dawsonville, Georgia 30534

Installments will be paid directly to GPDSC at the following address:

GPDSC Attn: Jason Ring 104 Marietta Street Suite 400 Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

# NORTHEASTERN JUDICIAL CIRCUIT PUBLIC DEFENDER OFFICE ATTACHMENT B TO CONTRACT BETWEEN GPDC AND DAWSON COUNTY

Name	Title	Salary	FICA 7.65%	Retirement 24.72%	Health Insurance	Total
Vacant	PS: Legal Officer (SP)	\$ 79,835.16	\$ 6,107.39	\$ 19,735.25	\$ 26,516.45	\$ 132,225.25
Orosco,Nayeli	TS:Office Admin Generlist (WL)	\$ 27,861.91	\$ 2,131.44	\$ 6,887.46	\$ 9,254.05	\$ 46,165.87
Total		\$ 107,697.07	\$ 8,238.83	\$ 26,622.72	\$ 35,770.50	\$ 178,391.12

Personnel	\$178,391.12
Adm Fee (5%)	\$8,919.56
Total	\$187,310.67

### Northeastern Judicial Circuit

**Dawson County** 

#### Attachment C

#### SALARY SUPPLEMENTS

January 1, 2019 – December 31, 2019

The County agrees to pay the Public Defender Office \$45,000.00 for the staff members of the Public Defender Office. The salary supplement is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

### **Backup material for agenda item:**

3. Presentation of 2019 Charity Boot Drives- Emergency Services Director Danny Thompson



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services					Work Ses	sion: <u><b>02.14.19</b></u>	
Prepared By: <u>Danny Thompson</u>					Voting Sess	sion: <u><b>02.21.19</b></u>	
Presenter: <b>Da</b>	nny Thompson	<u>!</u>		Pub	olic Hearing: Ye	es No <u>X</u>	
Agenda Item T	Fitle: Request to	o consider Cha	arity Boot Drive	es for 2019			
Background In	formation:						
		•	quests the BO strophy Associat		•	_	
Current Inform	nation:						
Burn     Muse     KAR	cular Dystrophy E for Kids- Nov	ay 23, 24 and 2 Association- Au ember 29 and 3	25 from 9-11 am ugust 29, 30 and 30 from 9-11 am Applicable:	d 31 from 9-11 a and 3-5 pm		o <u>X</u>	
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining	
	20511	7.000.100	Daaget	20.0	. 10 qui 0010 u	· · · · · · · · · · · · · · · · · · ·	
	tion/Motion: <b>Ap</b> lead Authorization		item		Date: 01/2	24/19	
Finance Dept.	Authorization: \	√ickie Neikirk			Date: <u>2/4/</u>	<u>19</u>	
County Manager Authorization: DH					Date: <u>2/8/19</u>		
County Attorney Authorization: Date:							
Comments/Att	achments:						

### **Backup material for agenda item:**

4. Presentation of Special Event Business License Application - *Motorcycle Event* - Planning & Development Director Jameson Kinley



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _	P&D	Work Session: <u>02.14.19</u>						
Prepared By: _	hg	Voting Session: <u>02.21.19</u>						
Presenter: J. k	Kinley	_ Public Hearing: Yes No <u>x</u>						
Agenda Item T	Title: Presentation	on of Special Ev	ent Business Li	icense for Joe A	nderson			
Background In	oformation:							
	pplication for a otor cross event			se for Joe Ande 2019.	erson. Mr. Ande	rson will be		
Current Inform	ation:							
Budget Inform	ation: Applicat	ole: Not	Applicable: <u>x</u> E	Budgeted: Yes _	No			
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining		
	tion/Motion:				Date:			
Finance Dept.	Authorization: \	/ickie Neikirk			Date: <u>2/12</u>	<u>2/19</u>		
County Manag	County Manager Authorization: DH Date: 2/12/19					<u>2/19</u>		
County Attorne	County Attorney Authorization: Date:							
Comments/Att	achments:							

### SUBMITTAL & WORK SESSION SCHEDULE

If the application requires Board of Commissioner approval, Planning & Development will provide you with submittal dates for your application.

FAILURE TO APPEAR AT MEETINGS CONSTITUTES ABANDONMENT AND DISMISSAL OF THE CASE, UNLESS THE APPLICANT SHOWS JUST CAUSE BY REASON OF ILLNESS OR HEALTH OR OTHER EMERGENCY WITHIN A REASONABLE TIME, IN WRITING.

- 1. Application is considered at a commission work session.
- 2. Application is approved or denied at a voting session.

### COMMISSION MEETINGS ARE HELD AT THE GOVERNMENT CENTER, 25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534.

Work sessions begin at 4:00 p.m. Voting sessions begin at 6:00 p.m.

Prior to the submittal date, applicants are encouraged to request and participate in a preapplication conference with Planning and Development staff to discuss the particulars of the request.

### E. Application Checklist

#### LETTER OF INTENT

Include details of the event and potential impact on the community as to security, health, law enforcement, fire, emergency services, utilities, and roads.



# ALL APPLICABLE BLANKS FILLED OUT ON THE APPLICATION

Attach additional sheets of paper, if needed. If something is not applicable to your event, write "N/A" in that blank.



#### SITE PLAN INFORMATION

Provide a detailed site plan showing location of proposed event and corresponding roads affected by the event.



#### PAID PROPERTY TAX RECEIPT

Obtain from the Tax Commissioner's Office at 25 Justice Way, Suite 1222 - Phone: 706.344.3520.

## Special Event Business License Application LL 407 LD 13-N Acreage of the request ZONING OF THE PROPERTY 911 Street address of property: Submittal Date Time am pm Rec'd. By Staff initials Board of Commissioners Work Session Date: (if applicable) Board of Commissioners Meeting Date: (if applicable) **Applicant Information** (Authorized Representative) Printed Name Address Phone **Email Address** Status [ Owner [ ] Authorized Agent [ ] Lessee [ ] Option to purchase NOTE: If applicant is other than owner, enclosed Property Owner Authorization form must be completed. **Property Owner Information** Name Address Phone

Special Event Business License Application					
LL 407 TMP <u>117 001</u>	20 13-N Acreage of the request 20 ac plus 20 ac to greaters				
	HE PROPERTY RA				
911 Street address of p	roperty: 1654 Agravia Rd.				
Submittal Date	Time am pm Rec'd. By Staff initials				
Board of Commission (if applicable)	ners Work Session Date: 2-14-19				
Board of Commission (if applicable)	ners Meeting Date: 2-2(-19				
Applicant Ir	iformation				
(Authorized R	epresentative)				
Printed Name	Joe Anderson				
Address	Dawsonville 69. 30534				
Phone	206-974-8232				
Email Address	joetbing garail, com				
Status	[ 4 Owner [ ] Authorized Agent [ ] Lessee [ ] Option to purchase				
NOTE:	If applicant is other than owner, enclosed Property Owner Authorization form must be completed.				
<b>Property O</b>	wner Information				
Name	500000000000000000000000000000000000000				
Address	Jame as applicant				
Phone					

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith. STATE OF GEORGIA, DAWSON COUNTY I, (Print Name) DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOIN® PERSONAL STATEMENT ARE TRUE AND CORRECT. Applicant's Signature I HEREBY CERTIFY THAT SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT. DAY OF MARGARET A. HONN **Notary Public** Notary Public, Georgia Dawson County Commission Expires August 12, 2020 FOR OFFICE USE ONLY: **APPROVALS:** DATE: Chairman, Board of Commissioners Sheriff **Emergency** Services Portable foilet(5) permit attacker Health Environmental County Marshal

Director

**Planning** 

County Manager

# Requested Action & Details of Proposed Use (Continued)

Is there any potentially dangerous or hazardous activity?  If yes, please describe	Yes	□ No
Will any national or local celebrity be participating in the event?  If yes, provide name and describe type of participation	☐ Yes	□No
Will there be any media coverage?  If yes, provide name(s) of media and describe type of coverage	☐ Yes	□ No
Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County	☐ Yes	No
Marshal, or other county personnel?  If yes, describe		
Notethat/asacondition on the issuance of a temporary spe	cialeventbusines	s license,
the license holder shall indemnify and hold Dawson Cour		
demand, or cause of action that may arise from acti	vities associated	with the

Property Information
911 Street Address of Property 1654 Agrar Va Ro
Directions to Property 400 north to Huy 136, town lest,
go 100 pls ttake tirst right on harmin Red,
go Into to 1654 on right
Tax Map & Parcel # (TMP) //7-001, //7-001-001 + //7 001-002
Land Lot(s) 407450,451,452 District 0 ( Section
Commission District # 3 Finny Hampy Tim SATTERFIELD
Subdivision Name  Lot #
Current Use of Property Residence farm Timber &  (Example: residence, farm, commercial) recreation
SURROUNDING ZONING:
North South
East RA West RA
PROPOSED ACCESS:
Access to the development will be provided from:
Road Name Auraria Rd.
Type of Road Surface Paved applicant to gravel once of Augustia
SITE PLAN: Attach detailed site plan.
Site plan notes: People will enter my pasture of Hurary Rd.
to park I view the event then back onto Agrariants

Requested Act	ion & De	etails of Prop	osed Use	0 1
Special Event Business License for	Metrcia	de event	where por	Tiggants
compole on a trail	than,	my Dra	reite and	10
spectators can	natch	Them.	7	•
DATE (S) OF THE EVENT		3-14 20	19	
Anticipated Attendance	-500 1	remla		
	ater []:	Sewer [ ] Gas	[/ XElectri	•
Number of Parking Spaces 1200	1-1400	deservise	on RIVS	
,	14-16	Sofference	Credito	
Number of Maintenance Personnel:	17 10	1/11/	11/1/	
Nearest Emergency Medical Clinic:	Northead	TOat No	Moide (x	WKK Care
Distance to Clinic: 6 m/s				
Total # of Toilet Fixtures Provided:	8			:
Total # of Public Water Fountains: _	3			3:
Proposed Hours of Operation:	M-F			
(See page 5 for times not permitted to operate.)	Sat La	in Son		
,	Sun	am Jon	-	
Is there a charge for admission, a tick	et, or a tour?		Yes	☐ No
Is there a temporary tent structure? If yes, what is the square footage?	-		Yes	□ No
Are food vendors participating in the If yes, are they licensed by the Enviro (Provide copy of licenses) If yes, how many vendors will participation	onmental Hea	Ith Department?	Yes  Yes	4No No
Will alcohol be served or sold during If yes, what type?		eer   Wine	Yes Ligu	No No

Requested Action & Details of Proposed Use					
Special Event Business License for Matricycle event where partiggants					
spectators can watch them.					
DATE (S) OF THE EVENT April 13-14, 2019					
Anticipated Attendance 400-500 pegple					
Existing Utilities: [] Water [] Sewer [] Gas [[] Electric					
Number of Parking Spaces 1200-1400 depending on RV's					
Number of Maintenance Personnel: 14-16					
Nearest Emergency Medical Clinic: Northeast 6a + Northside Quel Care					
Distance to Clinic: 6 m/5					
Total # of Toilet Fixtures Provided:					
Total # of Public Water Fountains:					
Proposed Hours of Operation: (See page 5 for times not permitted to operate.)  Sat  San  Sun					
Is there a charge for admission, a ticket, or a tour?					
Is there a temporary tent structure?  If yes, what is the square footage?  Yes					
Are food vendors participating in the event?  If yes, are they licensed by the Environmental Health Department?  (Provide copy of licenses)  If yes, how many vendors will participate?					
Will alcohol be served or sold during the event?  If yes, what type?  Beer Wine  Yes Liquor					

oath and subject to the submitted herewith.	he penalties of false	e swearing and it	includes all attached sheets		
STATE OF GEORGIA,	DAWSON COUNTY	=			
I, (Print Name) OG SWEAR, SUBJECT TO	PENALTIES OF F. DE BY ME AS THE	ALSE SWEARING,	, DO SOLEMNLY THAT THE STATEMENTS E FOREGOING PERSONAL		
	Applicant's Signature				
UNDERSTOOD ALL S	G APPLICATION : STATEMENTS AND DMINISTERED BY I	STATING TO ME ANSWERS MAD ME, HAS SWORN	SIGNED HIS/HER NAME THAT HE KNEW AND E THEREIN, AND, UNDER THAT SAID STATEMENTS		
THIS 232D DAY OF	January	2019.			
NATE OF A STATE OF A S	MARGARET A. HON Notary Public, Georgia Dawson County My Commission Expires August 12, 2020	Marga	ret a Show Notary Public		
FOR OFFICE USE ONL	Y: APPR	OVALS:	DATE:		
Chairman, Commissioners	Board	o	f		
Sheriff			See attached		
Emergency		Service			
Environmental		Health	1		
County Marshal					
Planning		Director			
County Manager					

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith. STATE OF GEORGIA, DAWSON COUNTY I. (Print Name) SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. Applicant's Signature SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT. DDAY OF MARGARET A. HONN Notary Public, Georgia Notary Public Dawson County Commission Expires August 12, 2020 APPROVALS: DATE: FOR OFFICE USE ONLY: of Board Chairman, Commissioners Sheriff Services Emergency Health Environmental

Director

County Marshal

County Manager

Planning

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith. STATE OF GEORGIA, DAWSON COUNTY I, (Print Name) DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOIN® PERSONAL STATEMENT ARE TRUE AND CORRECT. Applicant's Signature I HEREBY CERTIFY THAT YOU ANDERS SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT. **DDAY OF** MARGARET A. HON Notary Public, Georgia HONN **Notary Public** Dawson County Commission Expires August 12, 2020 FOR OFFICE USE ONLY: APPROVALS: DATE: Chairman, Board of Commissioners Sheriff Emergency Services Environmental Health

County Marshal

County Manager

**Planning** 

Director

### **Letter Of Intent**

This motorcycle endurance event is for kids from 7yrs old to adults 55+ to have fun and compete against one another for awards on a trail type course laid out for them on my property. Everything is very family oriented with the first half of the day dedicated to kid's only events and the adults compete in the evening event. The national anthem is played before each event and no alcohol allowed on site. We will have experienced staff on site to organize the entire event and an ambulance with EMT staff will be on site all day. Off duty law enforcement will be present and traffic will not be an issue at this event as it wasn't in 2017 or 2018.

We hosted this same event in October of 2017 & 2018 and everything went great without any incidents! I've attached photos from the 2017 event for reference to what takes place at this event. Many Dawson county residents will participate in this event as well as people from surrounding counties & states.

# Requested Action & Details of Proposed Use (Continued)

Is there any potentially delifyes, please describe	angerous or hazardous activity?	Yes	□ No
F-21.003 0 0	in a landing and mings of		
	CONTRACTOR VIEW AND STREET	. /	
If yes, provide name and	l celebrity be participating in the event? describe type of participation	Yes	□No
50/5/F 210/3	to alkerror abover on site wi	0.36 3 (8) (5) (3 (4)	\$ 574, ÎŞT ±
VEL 0.00		1 1 /2 1 638 500 1 10 0 0 10	anguar
Will there be any media	_	Yes	No
Sawi tana kana kana	TOTAL SELECT SECTION A TOTAL	remestain bio	Ve hou
Do you foresee any unus Sheriff's Department, En Marshal, or other county If yes, describe	ual or excessive burden on the sergency Services, County personnel?	Yes	
	. 22. 3	C THE CALL THE	HBU SEVE
			•
Notethat asacondition	n ontheissuance of a temporary spe	oialeventhusinss	a lies
the license holdersha	llindemnify and hold Dawson Cour	nty hamplage f	s <u>ncense</u> ,
demand or cause of	f action that may arise from acti	wities asses 110	m claims.
specialevent.	/ Hat may arise from acti	villes associated	with the

## PROPERTY OWNER AUTHORIZATION hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #): as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request. I hereby authorize the person named below to act as the applicant or agent in pursuit of a business license for a special event held on this property. I understand that any license granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. Printed Name of applicant or agent Signature of applicant or agent Mailing address City, State, Zip Telephone Number Printed Name of Owner(s) Signature of Owner(s) Notary Public MARGARET A. HONN Notary Public, Georgia Dawson County Commission Expires August 12, 2020

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

Notary Seal

oven



### DAWSON COUNTY SHERIFF'S OFFICE SHERIFF JEFF JOHNSON

19 Tucker Avenue Dawsonville, Georgia 30534 Office (706) 344-3535 ~ Fax (706) 344-3537



ARGARET Notary Public,

Dawson Co

Commissi August 1

### CRIMINAL HISTORY REQUEST

I hereby request for the Dawson County Sheriff's Office to retrieve any criminal history record information, which may pertain to myself (or the person named below), that may be found in any state or local criminal justice agency in Georgia. Records obtained from the Dawson County Sheriff's Office shall only be used by the requesting agency or individual solely for the purposes requested. If any information is used to deny employment or license, it shall not reflect on the liability of this office, but on the agency or entity who makes that decision and to allow the person/applicant a chance to dispute any information which may be in error. Any dissemination of the information provided must be with permission of the person/applicant. Dawson County shall not be held responsible for information obtained by another agency, state or federal, which provides such information and whose files reflect records which may contain errors or omissions.

TO ENSURE ACCURACY, PLEASE PRINT AND PROVIDE COMPLETE INFORMATION. Date of request: Authorization good for: 7 7 30 60 90 180 days PLANNING & DEVELOPMENT DEPT Agency requesting criminal history (name and phone #): royiding your SSN is voluntary. SSN helps confirm your identity and history SSN: Race: While State of birth: //" Weight: 185 Hair: Brum Eyes: Individual(s) authorized to receive criminal history: D. CAUAHAN, N. MCCALL, M. HONN. G. SMITH. Any authorized individual(s) must present a valid identification upon receipt of this criminal history. If a valid identification cannot be presented, the criminal history will not be released Special employment provisions (check if applicable): Employment with mentally disabled (Purpose code "M") Employment with elder care (Purpose code "N") Employment with children (Purpose code "W") To be completed by Dawson County Sheriff's Office personnel: Select purpose code used: C C F F F J M N N P L U W Z Case number or criminal history number used: Date of inquiry: Time of inquiry Operator's initials: IGNATURE OF APPLICANT ARY SIGNATURE **NOTARY STAMP** SIGNATURE OF RECEIVING PERSO

MARGARET A. HONN

Notary Public, Georgia

County sion Expires

# Dawson County Marshal's Office

25 Justice Way, Suite 2322

Dawsonville, GA 30534

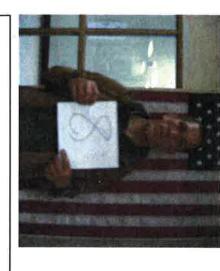
**Employee Permit** 

Issue Date: 01/23/2019

Permit #: 201924781

Expires: 01/23/2020

Phone: 706-344-3232



Name: Joe A Anderson

Company: Special Event - Motorcycle Enduro Race

Address:

, GA

Phone: (706)974-8232

Fees / Payments:

47

Fee: Background Check

1/23/19 Check

\$20.00

may not be issued at another licensed establishment. The permit must be either on the premises or in the possession of the individual to whom it is issued while that individual is working at the licensed establishment. This permit must be available for Employee permits are issued for work for specific licensed establishment as indicated on the employee permit application and inspection by members of the Sheriff's Office, the Marshal's Office or the County Commission's staff The permit required by this ordinance shall be issued for a period of one calandar year from the date of the original application

This permit approved by:  $\left( \frac{5}{3} + \frac{5}{3} + \frac{1}{3} \right) = \frac{1}{3} + \frac{$ 



### DRIVER'S LICENSE

DL NO. 051516550 DOB 01/25/1973 EXP 01/25/2025 JOE ANDREW ANDERSON

1654 AURARIA RD
DAWSONVILLE, GA 30534-5621
DAWSON
Restrictions A End NO
Iss 09/06/2017
Eves BLU

End NONE

Sex M Eyes BLU Hgt 5'-11" Wgt 175 lb DD | 319411020100019159

DONOR 9

# Temporary Toilet Permit

DATE ISSUED

DATE EXPIRED 2/6/2020

042-TT-2019-05024

PERMIT NUMBER

**Temporary Toilet Permit** 

JOE ANDERSON

(Applicant)

1654 AURARIA ROAD

Located at

Additional locations serviced: 1 plus 7 additional temp toilets for Anderson Weekend Farm Event

This permit indicates that this Temporary Toilet has been registered with the Dawson County Health Department for compliance with the Temporary Toilet Facilities Resolution of the Dawson County Board of Health. This permit is valid for a period of one year from date of issue and only for the location indicated above. Movement of the Toilet to another location voids this permit.

Bill Ringle

Issuing Official

(STAMP)

PAID

TO BE DISPLAYED on ALL SERVICED SITES

DAWSON CO. ENVIRONMENTAL HEALTH DEPT.

to maintain an approved Temporary Toilet Facility

### **Margaret Honn**

From:

joefbw <joefbw@gmail.com>

Sent:

Wednesday, February 06, 2019 5:41 PM

To:

Margaret Honn Fwd: temp toilet

Subject: Attachments:

20190206133615662.pdf

Margaret,

The toilet permit to go with the permit is attached.

**Thanks** 

----- Forwarded message -----

From: "Tritt, Mary" < Mary. Tritt@dph.ga.gov>

Date: Feb 6, 2019 1:43 PM

Subject: temp toilet

To: "joefbw@gmail.com" <joefbw@gmail.com>

Cc:

Thank you,

### **Mary Tritt**

Customer Service Rep 3

Dawson Co. Environmental Health Dept

189 Hwy 53 W, Suite 102

Dawsonville, GA 30534

mary.tritt@dph.ga.gov

706-265-2930

706-265-7529 fax

\*

### 02/06/2019

### Receipt for Dawson County Environmental Health Fees

Paid By: JOE ANDERSON

Service Location: Parcel Number: 117 001 001

1654 AURARIA RD

DAWSONVILLE, GA 30534

<b>Fee Турс</b>	Fee	Quantity	Subtotal
TEMPORARY TOILET PERMIT	\$50.00	1	\$50.00
TEMPORARY TOILET PERMIT ADDITIONAL	\$10.00	7	\$70.00
		Total Fees	\$120.00
		Total Charges	\$120.00

		Payment Type	Amount
Charge			\$120.00
		Payment Total	\$120.00
		Remaining Owed by 03/08/2019	\$0.00
Received By:	Mary Tritt	Date Received:	02/06/2019

Thank you for your payment.

Printed: 1/23/2019 09:50:18 Register: 6

Clerk: HP

### **Official Tax Receipt Nicole Stewart**

### **DAWSON COUNTY Tax Commissioner**

Phone: (706) 344-3520 Fax: (706) 344-3522

25 Justice Way Suite 1222 Dawsonville, GA 30534

Trans No	Property ID/Dist Description		Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Balance
10088	117 001 001	/ 001	3,951.45	0.00	0.00	3,951.45	3,951.45	0.00
Year-Bill No	LL 407 LD 13-N			Fees				-
2018 - 472	FMV: \$660,700.00			0.00				
	1 111 4. \$000,700.00						Paid Date	Current Due
							11/30/2018 08:23:01	948.07
10089	117 001	/ 001	199.10	0.00	0.00	199.10	199.10	0.00
Year-Bill No	LL 407 450 LD 13-N			Fees	i i			
2018 - 471	FMV: \$153,900.00			0.00				
	1 141 4 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0						Paid Date	Current Due
							11/30/2018 08:23:01	0.00
Transactions:	10088 - 10089	Totals	4,150.55	0.00	0.00	4,150.55	4,150.55	0.00

Paid By:

Charge Acct

SOUTHERN LAWN LLC

Cash Amt: 0.00 Check Amt: 4,150.55 Charge Amt: 0.00 Change Amt: 0.00

ANDERSON JOE 1654 AURARIA ROAD DAWSONVILLE, GA 30534

57

Check No

447

Refund Amt: Overpay Amt:

0.00 0.00 Printed: 1/23/2019 09:50:59

Register:

11 C

Clerk: SG

# Official Tax Receipt Nicole Stewart

### **DAWSON COUNTY Tax Commissioner**

Phone: (706) 344-3520 Fax: (706) 344-3522

25 Justice Way Suite 1222 Dawsonville, GA 30534

Trans No	Property ID/Dist Description		Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
19372	117 028 011	/ 001	352.95	0.00	0.00	352.95	352.95	0.00
Year-Bill No	LL 405 451 452 LD 13-N			Fees				
2018 - 474	ERAVA #227 900 00			0.00				
	<b>FMV:</b> \$337,800.00						Paid Date	Current Due
							9/12/2018 10:00:47	0.00
Transactions:	19372 - 19372	Totals	352.95	0.00	0.00	352.95	352.95	0.00

Paid By:

Faid by .			
ANDERSON J	OE	Cash Amt:	0.00
		Check Amt:	352.95
		Charge Amt:	0.00
		Change Amt:	0.00
Check No	440	Refund Amt:	0.00
Charge Acct		Overpay Amt:	0.00
	Check No	ANDERSON JOE  Check No 440	ANDERSON JOE  Cash Amt: Check Amt: Charge Amt: Change Amt: Check No 440  Refund Amt:

Printed: 1/23/2019 09:55:14

Register:

11

Clerk: SG

# Official Tax Receipt Nicole Stewart

**DAWSON COUNTY Tax Commissioner** 

Phone: (706) 344-3520

Fax: (706) 344-3522

25 Justice Way Suite 1222 Dawsonville, GA 30534

Trans No	Property ID/Distr Description	ict	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
21386 Year-Bill No 2018 - 473	117 001 002 LL 407 450 LD 13-N	/ 001	271.25	0.00 <b>Fees</b> 0.00		271.25	271.25	0.00
	FMV: \$350,300.00						Paid Date 1/23/2019 09:55:13	Current Due 0.00
Transactions:	21386 - 21386	Totals	271.25	0.00	0.00	271.25	271.25	0.00

Paid By:

SOUTHERN L 1654 AURARI DAWSONVILI	A RD	Cash Amt: Check Amt:	0.00 271.25
		Charge Amt:	0.00
		Change Amt:	0.00
Check No	453	Refund Amt:	0.00
Charge Acct		Overpay Amt:	0.00

ANDERSON JOE 1654 AURARIA ROAD DAWSONVILLE, GA 30534



CERTIFICATE OF LIABILITY		DATE (MM/DD/YYYY) 10/06/2017
PRODUCER  National Motorsports 1539 N. 33rd Place, Suite A Sheboygan, W1 53081	RIGHTS UPON THE CERTIFICA	AS A MATTER OF INFORMATION ONLY AND CONFERS NO TE HOLDER, THIS CERTIFICATE DOES NOT AMEND, RAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERA	GE NAIC#
The Rider Network	INSURER A: Lloyd's London	15792
1539 N 33rd St Suite A Sheboygan, WI 53081	INSURER C:	
	INSURER D:	
Cheboygun, VII 30001	USDA National ID Number	1

Coverage's THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE DATE (MM/DD/YYYY) DOOR LTR POLICY EXPIRATION DATE (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS FACH OCCURRENCE GENERAL LIABILITY \$1,000,000 DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY \$300,000 17LB1870 | 10/06/2017 | 10/06/2018 PREMISES (En Occurrence)
MED EXP (Any One Perso CLAIMS MADE X occur \$NIL PERSONAL & ADV INJURY X \$100,00 Errors & Organismos GENERAL AGGREGATE \$3,000,000 X INC ATHLETIC PARTICIPANTS PRODUCTS - COMP/OP AGG \$3,000,000 GEN'L ACCREGATE LIMIT APPLIES PER PARTICIAPNT LEGAL LIABILIT ☐ POLICY X PROJECT ☐ LIOC \$1,000,000 COMBINED SINGLE LIMIT (En accident) AUTOMOBILE LIABILITY s ANY ALITO ALL OWNED AUTOS BODILY INJURY (Per person) s SCHEDULED AUTOS THRED ATTOS BODILY INJURY (Per accident) 5 ☐ NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ GENERAL LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO 5 EA ACCT OTHER THAN AUTO ONLY: S EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE CLAIMS MADE OCCUR \$ AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLIDED? f yen, describe under SPECIAL PROVISIONS below 9 EL EACH ACCIDENT \$ EL DISEASE - EACH EMPLOYEE EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONIA, OCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION Event: Hare Scramble Additional Insured(s): Date(s): 10/15/17 Joe Anderson and Family Location: The Homeplace **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE MOLDER AMED TO THE LEFT, BUT FAILURE TO DO BO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES. The Rider Network POSE NO OBLIGATION 1539 N 33rd St Suite A **AUTHORIZED REPRESENTATIVE** Sheboygan, WI 53081

The Rider Network
1539 N 33rd St Suite A
Sheboygan, WI 53081

should any of the above described policies be cancelled before the expiration date therefore the sounce will explant or on an 30 days written notice to the certain of the left, but failure to 00 so shall impose no obligation or luminity of any knot upon the insurer, its agents or representatives.

Authorized representative

Randy Handen

Mr. Anderson will purchase another policy just like this shortly before the event. (will p 65 ide us with a copy



- A. Any person or organization engaged in the operating, managing, sanctioning, sponsoring the "covered program" including Officials of the "covered program"
- B. Any "participant" (excluding drivers), "competition vehicle" owner and "competition vehicle" sponsor.
- C. Any "participant" driver but only with respects to "bodily injury" or "property damage" to persons other than any other driver.

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representatives or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



11350 Johns Creek Parkway Duluth, GA 30098-0001

AT1

A-27- 1638-FC1B

000407 0001 ANDERSON, JOE 1654 AURARIA RD DAWSONVILLE GA 30534-5621

յլիելիլի իլիգիլին ապեկիրիլիի իկլիելիիիլի

SFPP No:1215312527

Forms and Endorsements

Personal Liability Umbrella Fuel Oil Exclusion Amendatory Endorsement

FP-7950.2 FE-5837 FE-3207.1 RENEWAL CERTIFICATE

81-B0-N007-2 POLICY NUMBER

Personal Liability Umbrella Policy APR 19 2018 to APR 19 2019

BILLED THROUGH SFPP

**COVERAGES AND LIMITS** 

L Personal Liability Self-Insured Retention \$1,000,000 None

UNDERLYING EXPOSURES

Our records show the following underlying information. This information was used in determining the rate of the policy.

**AUTOMOBILE EXPOSURES** 

Automobile(s) Automobile Operator(s)

OTHER LIABILITY EXPOSURES

Personal Residential

**Annual Premium** 

\$196.00

\*Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this Required Underlying Insurance on reverse side Your Coverages and/or bill can be affected if this information is not correct.

Thanks for letting us serve you

Agent ROGER SLATON Telephone (706) 216-8700



Moving? See your State Farm agent. See reverse for important information. Prepared FEB 26 2018

### **CONTINUED FROM FRONT**

### **Required Underlying Insurance**

(Terms in Bold in this section are defined in the policy)
Minimum Underlying Limits

Type of Policy	Combined Lir (Bodily Injury and Prop		Split Limits
Automobile Liability	\$500,000	Bodily Injury-	\$250,000 Per Person \$500,000 Per Accident
		Property Damage-	\$100,000 Per Accident
Recreational Motor Vehicle Liability Including Passenger Bodily Injury	\$500,000	Bodily Injury-	\$250,000 Per Person \$500,000 Per Accident
		Property Damage-	\$100,000 Per Accident
Personal Residential Liability	\$100,000		
Watercraft Liability	\$100,000		

### NOTICE TO POLICYHOLDER:

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Effective Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Effective Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

Please keep this with your policy.

# **Backup material for agenda item:**

5. Presentation of Request to Accept Geographic Information System Summer Intern Grant-Planning & Development Director Jameson Kinley



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _	P&D	-			Work Sess	sion: <u>02.14.19</u>	
Prepared By: _	hg	_			Voting Sess	sion: <u>02.21.19</u>	
Presenter: J. K	Kinley	_ Public Hearing: Yes No <u>x</u>					
Agenda Item T	Title: Presentation	on of GIS Summ	ner Intern				
Background In	oformation:						
	ion for the GIS January. This is		_	was submitted	in December a	nd we were	
Current Inform	ation:						
Budget Inform	ation: Applicab		Applicable: <u>x</u> E	 Budgeted: Yes _	No		
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining	
Fullu	Бері.	ACCI NO.	Duuget	Dalance	Requested	Kemaining	
Department He	tion/Motion:	on:			Date:	0/40	
·	Authorization: \				Date: 2/12		
County Manager Authorization: <u>DH</u> Date: <u>2/12/19</u>							
County Attorne	County Attorney Authorization: Date:					<u> </u>	
Comments/Att	achments:						
						,	

# **Civic Affairs Foundation**



February 1, 2019

Mr. Jameson Kinley 25 Justice Way, Suite 2322 Dawsonville, GA 30534

Dear Jameson:

I am pleased to inform you that Dawson County has been awarded a Georgia County Internship Program (GCIP) grant from the ACCG Civic Affairs Foundation. This grant is awarded for the 2019 summer program in the amount of \$2,173 for the GIS intern project to cover one internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the grant contact. A grant contract package is enclosed for you to complete and return.

Please contact me at <a href="mailto:mnesmith@accg.org">mnesmith@accg.org</a> or at 404-522-5022 if you need assistance in publicizing the proposed internship position. While the Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the county to recruit, interview and hire the intern. In the event your county is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded and will be used by the Foundation to fund future internship grants.

Congratulations and thank you for participating in the GCIP summer grant program.

Sincerely,

Michele NeSmith

ACCG Civic Affairs Foundation

clile Well L

cc: Billy Thurmond David Headley Kristen Cloud



#### **MEMORANDUM**

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2019 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director

**Re: County Grant Package** 

Date: February 1, 2019

Congratulations on being a grant recipient for the Summer 2019 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The grant period is from May 1, 2019-September 1, 2019. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, September 23, 2019. Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.

It is very important for the county to establish one point person to manage all the requirements for the GCIP grant. The point person will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement, please make every effort to return it as soon as possible. When an intern has been hired, the Foundation should be notified and a copy of the Intern Consent Form and the Intern Information Form should be submitted. The county should not wait until the end of the grant period to submit this information.

Enclosed in this packet is the grant agreement, a list of frequently asked questions, an intern consent form, an intern information form, a grant reimbursement form, an E-Verify usage and acknowledgement form, a grant checklist, a copy of your county's original grant application, and an intern supervisor's guide.

In order to receive the grant funds, the county must submit the following to the Foundation:

- 1) Signed Grant Agreement as soon as possible
- 2) Signed Intern Consent Form at the beginning of the internship
- 3) Signed and Completed Intern Information Form at the beginning of the internship
- 4) Completed Internship Evaluation and Photo-by the end of the internship

- 5) Proof of Hire (offer letter <u>and</u> a copy of the E-Verify Usage and Acknowledgement Form) by September 23, 2019
- 6) Signed and Completed Grant Reimbursement Form by September 23, 2019
- 7) Proof of Payment-- by September 23, 2019

Once the county has submitted this information, the Foundation will issue grant funds for the wages, workers' compensation coverage and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. Please note that your county will not receive any grant funding until you have submitted ALL the requested information and provide proof that an intern has been hired.

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-522-5022.

Thanks again for your participation in this program.

# **Civic Affairs Foundation**



# **Georgia County Internship Program (GCIP) County Check List**

Read all provided information before completing required forms
Sign and submit Grant Agreement to the Foundation as soon as possible
Once hired, verify intern's employment status through E-Verify
Complete, sign and submit the <b>Intern Information Form</b> to the Foundation at the beginning of the internship (must be signed by intern and intern supervisor)
Intern to complete and sign <b>Intern Consent Form</b> and submit to the Foundation <b>at the beginning of the internship</b>
Provide intern evaluation and photo(s) upon request
Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by <b>September 23, 2019</b>
Submit proof of payment to the Foundation by <b>September 23, 2019</b>

# **Civic Affairs Foundation**



### GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This <b>AGREEMENT</b> is ma	de and entered into by and between the ASSOCIATION COUNTY
<b>COMMISSIONERS OF C</b>	GEORGIA CIVIC AFFAIRS FOUNDATION, INC. ("the
FOUNDATION"), having	its principal office at 191 Peachtree Street, Suite 700, Atlanta,
Georgia, 30303, and	County ("COUNTY), having its principal
office at	In exchange for valuable consideration, the parties agree as
follows.	

#### **I**. **GENERAL TERMS.**

#### A. Agreement Term:

This **AGREEMENT** shall be effective as of May 1, 2019, and shall terminate on September 1, 2019, unless terminated earlier under other provisions of this **AGREEMENT**.

### **B.** Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Government Internship Program for approved projects to the **COUNTY** to defray the costs of internships for undergraduate students, graduate students and recent graduates employed by the **COUNTY** from May 1, 2019 until September 1, 2019. This **AGREEMENT** provides the terms and conditions under which the **COUNTY** may employ an intern funded by this grant.

#### II. COMPENSATION.

In exchange for the **COUNTY** hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application and to learn about the operations of county government, the **FOUNDATION** shall provide funding to the **COUNTY** as follows:

<u>A.</u> <u>Use of Grant Funds</u>. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the **FOUNDATION** for the **COUNTY** to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2019, and September 1, 2019.

#### 1. Amount of Compensation.

a. **Hourly Rate.** Interns funded in whole or in part by this grant shall be paid a minimum of \$10.00 per hour. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of \$2,000.00, unless the **COUNTY** has agreed to pay a percentage of the costs.

If the **COUNTY** has agreed to pay a percentage of the costs for wages as provided for in their approved grant application, the **COUNTY** shall be responsible for paying that percentage and the **FOUNDATION** will provide a reimbursement for the remainder of the costs.

The **COUNTY** may pay the intern at a higher rate than \$10 per hour at its own expense as provided for in their approved grant application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the hourly rate of \$10 per hour, including workers' compensation and FICA.

- b. Workers' Compensation. The FOUNDATION shall reimburse the COUNTY for the cost to cover the intern under the COUNTY'S workers' compensation plan at the rate of \$1 per \$100.00 of wages at the rate of \$10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of \$20.00. The COUNTY shall be responsible for workers' compensation costs for wages provided in excess of \$10 per hour as provided for in their approved grant application or as established at a later time by the COUNTY.
- c. FICA. The FOUNDATION shall reimburse the COUNTY for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of \$153. If the COUNTY has agreed to provide additional funding above the \$10 per hour rate as provided for in their approved grant application or as established at a later time by the COUNTY, the COUNTY shall pay the FICA costs for the additional funding.
- 2. Proof of Payment of Intern. Upon completion of the internship and before September 23, 2019, the COUNTY shall provide the following information to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form; (3) proof of payment for each payment period for every intern receiving funding through this AGREEMENT; and (4) signed and completed reimbursement form provided by the FOUNDATION. All proof of payment information shall be submitted by September 23, 2019 in order to be eligible to receive grant reimbursement.
- 3. Additional Compensation for Intern. The COUNTY may supplement the funds provided under this AGREEMENT in order to increase the hourly wages of the intern. Notification of the supplement, along with supporting information documenting the

increase, shall be submitted to the **FOUNDATION** if not previously provided for in the approved grant application. The **COUNTY** may also increase the hours worked by the intern, in which case the **COUNTY** is required to pay for any hours worked beyond 200 hours, as well as any overtime worked in accordance with the Fair Labor Standards Act. The **COUNTY** shall be responsible for the additional FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the **COUNTY** by the **FOUNDATION** for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the \$10 per hour rate.

### **III. Obligations of COUNTY:**

- **A.** Internship Requirements. All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- **B.** Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this AGREEMENT, the COUNTY must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application. The COUNTY may not hire an intern as an independent contractor.
- C. Withholdings, Coverage and Wage Requirements. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least \$10.00 per hour and be covered by the COUNTY'S workers' compensation plan.
- **D.** Nondiscrimination in Employment Practices. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

### E. Compliance with Applicable Provisions of Federal and State Laws and Regulations

- 1. The Americans with Disabilities Act. The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
- 2. Compliance with Other Applicable Laws. The COUNTY shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this AGREEMENT.

- 3. Fair Labor Standards Act
- 4. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- 5. Walsh-Healy Act, 41 U.S.C. 35 et seq.
- 6. **Service Contract Act of 1965**, 41 U.S.C. 351-58, as amended by P.L. 92-473 and P.L. 94-489
- 7. Vietnam Era Veterans and Rehabilitation Assistance Act, P.L. 107-288.
- 8. Public Law 109-234, Salary and Bonus Limitations.
- 9. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).
- **F. Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

#### IV. Contract Modification/Alteration

No amendment, modification or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

#### V. Termination

- A. Due to default or for cause. The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice to terminate by the FOUNDATION. The COUNTY shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- **B.** Early Separation of Intern. Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of this AGREEMENT, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and

complete the internship within the grant period and at least 100 hours are remaining of the internship.

### VI. Access to Records, Records Retention, and Investigation

- A. The state, federal government and **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- **B.** The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct in performing the terms of the contract made by the **COUNTY**. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

#### VII. Hold Harmless Clause

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION** and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

### VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- **C.** The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

#### IX. Nepotism

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county shall refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

#### X. Campaign and Other Impermissible Activities

Interns hired through the Georgia County Internship Program and paid for through this grant are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the county. Interns are further not permitted to run personal errands for county officials and staff or work on projects that are unrelated to county government. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

#### XI. Miscellaneous Provisions

- **A.** At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION** or the Association County Commissioners of Georgia (ACCG).
- **B.** Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.
- **D.** The ACCG is not a party to this contract. Any work done on behalf of the **FOUNDATION** by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this **AGREEMENT** shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNTY** nor shall the **COUNTY** have any authority to bind the ACCG in any respect.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

#### XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A Intern Consent Form

$\mathbf{E}$	xhibit B	Intern Information Form
E	xhibit C	Frequently Asked Questions about GCIP Internships
E	xhibit D	Reimbursement Form
$\mathbf{E}$	xhibit E	E-Verify Usage Acknowledgement Form
E	xhibit F	County Grant Application

COUNTY:	FOUNDATION:
Chair	Dave Wills, Foundation Secretary-Treasurer
Name	Name Name
This day of, 201	This <b>2</b> day of <b>3</b> , 201 <b>9</b>

ej: Warner



# **Georgia County Internship Program (GCIP)**

#### **INTERN CONSENT FORM**

l,	, authorize the ACCG Civic Affairs
Foundation, Inc. and	County to use my name, college or
university, year in school, major, terms of	of employment, image, quotations,
internship evaluation, interviews and an	y other pertinent information related to
my internship in the Georgia County Inte	rnship Program for reporting,
promotional and data collection and ana	lysis purposes, which may include, but is
not limited to social networking sites, br	ochures, publications, press releases,
videos, photographs and other forms of	print and digital media.
·	
Signature of Intern	
Date	

# **Civic Affairs Foundation**



GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM					
		COUN	TY INFORMATION		
Name of Supervisor:			Title:		
County:			Department:		
Street Address:					
City:			State:	ZIP Code:	
Phone Number:			Email Address:		
	INTER	NSHIP	POSITION INFORMA	TION	
Full Name of Intern (Hired):					
Street Address:					
City: State:		): 		ZIP Code:	
Phone Number: Person		al Email address:			
College/University Student Attends: Pr		Progra	Program or Major:		Expected Year of Graduation:
Post Graduation Plans:					
Intern Position Title:		Department:			
Start Date:	End Date:		Hours Worked Per Week:		Veek:
	ı		SIGNATURES		
Signature of County Supervisor:			Date:		
Signature of Hired Intern:  Date:					
Signature of Hired Intern:				Date:	



# Georgia County Internship Program (GCIP) Frequently Asked Questions

#### Who should be the grant contact person for my county?

If your county has a grant coordinator, this person should be the primary contact for the grant. If your county does not have a grant coordinator, it is strongly recommended that the human resources director or county clerk be considered for this position and that at the very least they are consulted throughout the process considering that several components of the grant may require their participation.

#### Will the grant contract need to be approved by the board of commissioners?

This will depend on the county's policy. Some counties require all contracts to go before the board whereas others have a dollar amount requirement. Whatever the policy is for the county should be the policy that is followed. If the county has a grant administrator, consult with him or her to ensure that the proper guidelines for the county are being followed.

#### What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students and recent high school graduates who have not yet started college are not eligible.

#### How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

Interns are not required to work the total 200 hours in order for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of

hours worked if less than 200. Also, if a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern. Further, if a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100 hour internships as long as the county abides by all the requirements of the grant agreement. If the county needs to split the grant, the Foundation must be contacted first to ensure that the requested split meets all the grant requirements.

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern are allowed to extend the duration of any particular internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

#### How much do interns get paid under GCIP and how is this funded?

The wage for interns paid using GCIP grant funds is \$10.00 per hour. Grant funding also will pay counties for the employer share of FICA costs associated with an intern. An intern paid using GCIP grant funds must be covered under the county's Workers' Compensation Plan, but this cost also will be reimbursable to the county.

Given the 200 maximum on internship hours that may be funded from a GCIP grant, total hourly pay per intern may not exceed \$2,000. This amount does not include the employer share of FICA costs and Worker Compensation coverage that will be reimbursed as part of the grant.

If a county wants to pay an intern more than \$10 per hour, that amount over \$10 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over \$10 per hour nor does it pay for more than 200 hours of employment during any grant period.

#### What are counties responsible for if they receive a GCIP grant?

Counties are responsible for withholding all applicable state and federal income taxes on a GCIP intern's earnings and for withholding the employee share of applicable FICA costs. Counties must make timely payments of these monies withheld (as well as any other payroll taxes due) to the appropriate federal and state agencies.

Counties are also responsible for 1) submitting the prerequisite grant paperwork to the Foundation in a timely manner, 2) verifying the intern's eligibility to work for the county through E-Verify and 3) adhering to the grant agreement requirements.

Counties are further required to provide adequate work space for an intern and to provide an intern supervisor. Depending on the project, a county also may have to provide equipment, technical assistance or training to the intern.

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

#### What if my county has already hired an intern for the grant period?

If a county already has identified a college intern for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

#### Who is responsible for recruiting interns?

It will be the responsibility of the county to collect and review internship applications, and interview and hire the intern.

The Foundation will assist in identifying potential interns by posting county positions on its website <a href="https://www.civicaffairs.org">www.civicaffairs.org</a> to provide statewide exposure to interested students. If needed, the Foundation also will assist a county with its intern search process by contacting colleges, universities and technical colleges in your area.

#### What happens if a county isn't able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

#### What happens if an intern is fired or quits before the term of employment is completed?

The county is required to notify the Foundation within five business days of termination of the intern. If the county is able to find an intern to fulfill the rest of the internship within the grant period, it may do so. If another intern is not found, the Foundation will reimburse the county for the time that the original intern worked for the county as long as the prerequisite paperwork is submitted as provided for in the grant agreement.

# Can interns be hired to exclusively perform solely administrative or clerical work or to perform the duties of a full-time or part-time position that is currently unfilled?

No. Interns cannot be hired to perform solely administrative or clerical work or to perform the work of a particular unfilled existing position. The internship must be project-oriented. Although some administrative work may be required if related to the internship project, such work cannot be the basis for the internship.

#### Can interns be hired to perform private projects for commissioners?

No. Interns are not allowed to work on projects that are not county-related. In particular, interns funded by GCIP are prohibited from participating in any type of political campaign work. The purpose of the internship is for the student to learn about county government through a project that benefits the county as a whole.

# Can interns be hired through the grant if they are related to someone who is working for the county in a supervisory role or in an elected or appointed position?

No. Nepotism is not allowed under the terms of the grant. Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through a GCIP grant. In the absence of such a policy, the Foundation requires that counties refrain from hiring interns who are closely related by blood or marriage to a county elected or appointed official or who has a hiring or supervisory role over the intern. Further, no intern who is known to be romantically involved with a county employee should be hired.



# Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the county at the end of the contract period, upon proper completion and submission of the requested grant materials.

County Requesting Reimbursement:

Requested By:	
Intern Information	
Name:	
Department Hired:	
Number of Hours Worked:	
Total Amount of Reimbursement Requested:	
(Intern wages are paid through the grant at a rate of \$1 rate of \$2000 for a 200 hour internship. Worker's Coma maximum reimbursement rate of \$20. F.I.C.A. is calculated a maximum reimbursement rate of \$153. The county stamount of \$2173 for an intern working the maximum resupplements. All interns are required to be covered un. The funds provided for Workers Compensation and for wages paid at a rate higher than \$10 per hour shall be and Worker's Compensation associated with wages about the same paid to the same	pensation is calculated at \$1 per \$100 salary for ulated at a rate of .0765% multiplied by salary for hould receive the maximum reimbursement number of hours with no county wage der the county's Workers Compensation Plan.  F.I.C.A. must be used for those purposes. Any paid by the county as well as the cost of FICA
I,, swear and attes request is accurate to the best of my knowledge. submit proof of payment by submitting pay stubs confirms the funds were properly administered by	I further understand that I am required to and any additional documentation that
Signature	 Date



# Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted in lieu of the E-Verify confirmation and along with a copy of the offer letter will complete the proof of hire grant requirement. The county <u>should not</u> submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

l,	County used the E- , GCIP			
Verify program to verify the				
summer intern, on the	day of	2019.		
County Position				
Signature			 Date	
E-Verify Number				
Date of E-Verify Authorizat	ion			

### Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at <a href="mailto:mnesmith@accq.org">mnesmith@accq.org</a>.

Name	<b>.</b>
Count	y:
1.	Before this internship, were you familiar with county government operations?
2.	What have you learned about county government from your internship?
3.	What were your major internship responsibilities as you understood them? Please specify
4.	What do you believe were your most significant successes during the internship? Please specify.
5.	What was the favorite part of your internship?
6.	What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7.	What advice would give your peers who are considering a county internship?
8.	Based on your internship, would you consider a career in county government?

# **Civic Affairs Foundation**



# **Georgia County Internship Program County Intern Supervisor's Guide**

#### Welcome to the Georgia County Internship Program!

We are excited that you have decided to hire an intern for your county through the Georgia County Internship Program. Over the following months, you will have the opportunity to work with a student who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government, but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with your program and hope that you decide to participate in the Georgia County Internship Program in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.

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#### The Interview Process

Once you receive applications for the internship position you posted through the Georgia County Internship Program website, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

	sample intern interview Questions
1.	What attracted you to this internship opportunity?
2.	How does this internship fit into your schedule and educational goals?
3.	What do you hope to gain from this experience?
4.	Do you have any knowledge or experience with local government issues?
5.	[Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?
6.	Do you have experience working with customers/clients?
7.	Any questions?

# Sample Internship Offer Letter

Dear,	
It is with great pleasure that I offer you the position of intern with _ County. The intent of the Georgia County Internship Program is to provide outsta students the opportunity to receive a "hands on" understanding of the inner work county government.	nding
The position that you are being offered begins and ends your internship, I will be your supervisor and will review your progress toward the completion of all assignments on a regular basis. By accepting this position, you a to work hours a week on a regular weekly schedule to be determined at the internship. You will be responsible for notifying me in advance if you will be absert that you are scheduled to be in the office. You will be paid (weekly/mor hourly rate of \$ (there are no benefits associated with this position.) As part of County team, it will be important to note and adhere to standards regarding office conduct and work rules.	timely re committing ne start of the nt on days nthly) at an of the
The projects that you are assigned will involve issues affecting county government projects will be substantially, if not completely, your responsibility. At least one of projects will result in a tangible work product at the completion of the internship. You may be assigned smaller research-related and administrative duties. It is our ensure that the work that you will be assigned will result in a meaningful learning for you.	f these In addition, intention to
I look forward to working with you, and I thank you in advance for your contribution	on to
Sincerely,	
County Internship Supervisor	

# **Sample Internship Rejection Letter**

Dear,		
I enjoyed meeting with you on with County. I was very thought that you presented yourself i interview.	impressed with your resume ar	nd qualifications, and
We received numerous applications for applicants, it was difficult to make the we have chosen another candidate at	e final selection. While your cred	
Please remember that you may re-ap become available. I wish you the best		
Sincerely,		
County Internsh	iip Supervisor	

#### Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to
ensure that the intern will be able to function in and around the office once he or she starts work.
By completing these items ahead of time, you will be able to smoothly transition the intern into
your office so that he or she can begin daily activities and assignments immediately upon arrival.

П	Prenare	an Intern	Manual
_	rievale	all lillelli	iviaiiuai

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

<b>Develop a timeline of assignments and projects, including tentative due dates (</b> see the sample Work Plan)
Set aside space for the intern to work (desk, office, cubicle, etc.)
Set up passwords for computers and/or phones if needed
Order name badge or employee ID if required
<b>Send email to the intern regarding the 1<sup>st</sup> day of work (</b> provide instructions on any documentation the intern needs to bring if it is a paid position, appropriate dress, where to park, where to report to, etc.)
Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)
Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information and, if applicable, grant paperwork)

# Sample Internship Project Plan \_\_\_\_\_County **Project Assigned: Project Details: Project Deadline:**

Recommended Resources:			
(Insert time frame) Tasks:			
(Insert time frame) Tasks:			

**Mid-Project Review Date:** (Insert time frame) Tasks:

#### **Processing the Intern on Arrival**

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and, if applicable, required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county.

GCIP grant-paid interns are also required to submit the Intern Consent form and Intern Information form to the ACCG Civic Affairs Foundation as part of their paperwork.

#### **Establishing Goals for the Internship**

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.

Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management

Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the

county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records

provided within the county manager's office.

**Project Deadline**: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager's office. Provide an inventory of each

record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives

website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and

discuss implementation of the retention schedule. Discuss suggested schedules for the

documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as

needed.

Weeks 11-12: Draft directions on how to use database and retention schedule

### **Georgia County Internship Program Evaluation**

(To be given to the intern at the completion of his/her internship)

Dear Intern: Please respond to the following questions <u>in as much detail as possible</u> with regard to your internship. This information will be used to improve the program in the future. Please return the completed form via email to <u>mnesmith@accg.org</u> Thank you for your feedback and suggestions.

<del></del>
y of internship:
Before this internship, were you familiar with county government operations?
What have you learned about county government from your internship?
What were your major internship responsibilities as you understood them? Please specify
What do you believe were your most significant successes during the internship? Please specify.
What was the favorite part of your internship?
What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
What advice would give your peers who are considering a county internship?
Based on your internship, would you consider a career in county government?

#### **Considerations for Future Internships**

The ACCG Civic Affairs Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before submitting an application for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

#### Questions about the Project(s) Assigned:

- 1. Was the intern able to complete the project assigned within the time allowed? If not, why?
- 2. Did the intern have too much "down time"? Was sufficient work available for the intern?
- 3. Was the type of project assigned suitable for college undergraduate or graduate students? Was it too challenging or not challenging enough?
- 4. Is there enough project work available for a future internship?
- 5. What type of future projects does your office need assistance with that would be suitable for an intern?

#### Questions about Supervision of the Intern:

- 1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
- 2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
- 3. Did the intern have other staff members who could answer questions and provide assistance?
- 4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

#### **Questions about Possible Future Requests for GCIP Intern Grant Support:**

- 1. Did the previous intern have the right skill set for your office?
- 2. Should you change the skill or academic qualifications required for the next intern?
- 3. Are undergraduate or graduate students better suited for the types of projects that your office provides?
- 4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
- 5. Was your previous internship posting detailed enough to generate interest?
- 6. Should your next internship posting be for a paid or unpaid position?

# **Civic Affairs Foundation**



### GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This <b>AGREEMENT</b> is:	made and entered into by and between the ASSOCIATION COUNTY
<b>COMMISSIONERS O</b>	F GEORGIA CIVIC AFFAIRS FOUNDATION, INC. ("the
FOUNDATION"), havi	ng its principal office at 191 Peachtree Street, Suite 700, Atlanta,
Georgia, 30303, and	County ("COUNTY), having its principal
office at	In exchange for valuable consideration, the parties agree as
follows.	

#### **I**. **GENERAL TERMS.**

#### A. Agreement Term:

This **AGREEMENT** shall be effective as of May 1, 2019, and shall terminate on September 1, 2019, unless terminated earlier under other provisions of this **AGREEMENT**.

### **B.** Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Government Internship Program for approved projects to the **COUNTY** to defray the costs of internships for undergraduate students, graduate students and recent graduates employed by the **COUNTY** from May 1, 2019 until September 1, 2019. This **AGREEMENT** provides the terms and conditions under which the **COUNTY** may employ an intern funded by this grant.

#### II. COMPENSATION.

In exchange for the **COUNTY** hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application and to learn about the operations of county government, the **FOUNDATION** shall provide funding to the **COUNTY** as follows:

<u>A. Use of Grant Funds</u>. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the **FOUNDATION** for the **COUNTY** to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2019, and September 1, 2019.

#### 1. Amount of Compensation.

a. **Hourly Rate.** Interns funded in whole or in part by this grant shall be paid a minimum of \$10.00 per hour. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of \$2,000.00, unless the **COUNTY** has agreed to pay a percentage of the costs.

If the **COUNTY** has agreed to pay a percentage of the costs for wages as provided for in their approved grant application, the **COUNTY** shall be responsible for paying that percentage and the **FOUNDATION** will provide a reimbursement for the remainder of the costs.

The **COUNTY** may pay the intern at a higher rate than \$10 per hour at its own expense as provided for in their approved grant application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the hourly rate of \$10 per hour, including workers' compensation and FICA.

- b. Workers' Compensation. The FOUNDATION shall reimburse the COUNTY for the cost to cover the intern under the COUNTY'S workers' compensation plan at the rate of \$1 per \$100.00 of wages at the rate of \$10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of \$20.00. The COUNTY shall be responsible for workers' compensation costs for wages provided in excess of \$10 per hour as provided for in their approved grant application or as established at a later time by the COUNTY.
- c. FICA. The FOUNDATION shall reimburse the COUNTY for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of \$153. If the COUNTY has agreed to provide additional funding above the \$10 per hour rate as provided for in their approved grant application or as established at a later time by the COUNTY, the COUNTY shall pay the FICA costs for the additional funding.
- 2. Proof of Payment of Intern. Upon completion of the internship and before September 23, 2019, the COUNTY shall provide the following information to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form; (3) proof of payment for each payment period for every intern receiving funding through this AGREEMENT; and (4) signed and completed reimbursement form provided by the FOUNDATION. All proof of payment information shall be submitted by September 23, 2019 in order to be eligible to receive grant reimbursement.
- **3.** Additional Compensation for Intern. The COUNTY may supplement the funds provided under this AGREEMENT in order to increase the hourly wages of the intern. Notification of the supplement, along with supporting information documenting the

increase, shall be submitted to the **FOUNDATION** if not previously provided for in the approved grant application. The **COUNTY** may also increase the hours worked by the intern, in which case the **COUNTY** is required to pay for any hours worked beyond 200 hours, as well as any overtime worked in accordance with the Fair Labor Standards Act. The **COUNTY** shall be responsible for the additional FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the **COUNTY** by the **FOUNDATION** for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the \$10 per hour rate.

### **III. Obligations of COUNTY:**

- **A.** Internship Requirements. All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- **B.** Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this AGREEMENT, the COUNTY must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application. The COUNTY may not hire an intern as an independent contractor.
- C. Withholdings, Coverage and Wage Requirements. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least \$10.00 per hour and be covered by the COUNTY'S workers' compensation plan.
- **D.** Nondiscrimination in Employment Practices. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

## E. Compliance with Applicable Provisions of Federal and State Laws and Regulations

- 1. The Americans with Disabilities Act. The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
- 2. Compliance with Other Applicable Laws. The COUNTY shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this AGREEMENT.

- 3. Fair Labor Standards Act
- 4. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- 5. Walsh-Healy Act, 41 U.S.C. 35 et seq.
- 6. **Service Contract Act of 1965**, 41 U.S.C. 351-58, as amended by P.L. 92-473 and P.L. 94-489
- 7. Vietnam Era Veterans and Rehabilitation Assistance Act, P.L. 107-288.
- 8. Public Law 109-234, Salary and Bonus Limitations.
- 9. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).
- **F. Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

#### IV. Contract Modification/Alteration

No amendment, modification or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

#### V. Termination

- A. Due to default or for cause. The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice to terminate by the FOUNDATION. The COUNTY shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- **B.** Early Separation of Intern. Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of this AGREEMENT, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and

complete the internship within the grant period and at least 100 hours are remaining of the internship.

#### VI. Access to Records, Records Retention, and Investigation

- A. The state, federal government and **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- **B.** The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct in performing the terms of the contract made by the **COUNTY**. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

#### VII. Hold Harmless Clause

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION** and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

## VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- **C.** The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

#### IX. Nepotism

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county shall refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

#### X. Campaign and Other Impermissible Activities

Interns hired through the Georgia County Internship Program and paid for through this grant are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the county. Interns are further not permitted to run personal errands for county officials and staff or work on projects that are unrelated to county government. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

#### XI. Miscellaneous Provisions

- **A.** At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION** or the Association County Commissioners of Georgia (ACCG).
- **B.** Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.
- **D.** The ACCG is not a party to this contract. Any work done on behalf of the **FOUNDATION** by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this **AGREEMENT** shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNTY** nor shall the **COUNTY** have any authority to bind the ACCG in any respect.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

#### XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A Intern Consent Form

Exhibit B	Intern Information Form
Exhibit C	Frequently Asked Questions about GCIP Internships
Exhibit D	Reimbursement Form
Exhibit E	E-Verify Usage Acknowledgement Form
Exhibit F	County Grant Application

<u>COUNTY</u> :	FOUNDATION:
Chair	Dave Wills, Foundation Secretary-Treasurer
Name	Name
This day of, 201	This 24 day of, 201_1

115

el: Warner



## Georgia County Internship Program Grant Application Summer 2019

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has two sections. Section I requires the applicant to provide answers to a series of questions and Section II requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2019 GCIP grant program is Friday, December 14, 2018.

Applications should be sent to **Michele NeSmith** at the Foundation via email to <u>mnesmith@accg.org</u> or by mail to:

Civic Affairs Foundation 191 Peachtree Street NE, Suite 700 Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be <u>currently enrolled</u> in college as undergraduate or graduate students, or have recently graduated from college within one year of the grant period. High school students or recent high school graduates who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.

#### Section I

Number of interns requested for	1
your department:	

County Name:	<u>Dawson County</u>
Provide County E-Verify Number:	<u>121884</u>

## **Civic Affairs Foundation**



Are you su	ıbmitting an ap	plicatio	on that includes a partner?		☐ Yes	X No
List part	iners:					
ls your p	oartner a				□Yes	□ No
nonprof	fit, college or					
universi	ty?					
	tribution level		\$500 (25%)Other			
			gional commissions, colleges/universities, a		-	·
with colleg	jes/universities, and	i/or non-p	profit organizations must include at least a 2	5% funding cont	ribution from	tnose entities. )
Name of G	Grant Coordina	tor or	Jameson Kinley			
other Prim	nary Contact:		,			
County:	Dawson	County				
Departmer			velopment			
Position:	Director		·			
Address:	25 Justic	e Way S	Guite 2322			
Email:	jkinley@	dawson	ncounty.org	Phone:	770-344-3	501
Is the sount	ty providing par	tial fund	ling of the amount needed to fund t	ho	□ Vaa	X No
			nship is \$2000 plus FICA and WC su		☐ Yes	A INO
What an		ne meer	113111p 13 \$2000 plas 1 le/t alia We sa	ористисти	\$:	
OR					,	
Is the co	unty providing	addition	al funding? (on top of the grant amo	ount)	☐ Yes	□ No
	amount?		<u> </u>	•	\$:	
Who will b	e the supervis	or for tl	he intern?		<u> </u>	
i			or other primary county contact			
☐ Other	_		, , , , , , , , , , , , , , , , , , , ,			
Na	ame:					
De	epartment:					
l —	osition:					
Ac	ddress:					
En	mail:			Phone:		
Has this in	dividual previo	usly su	pervised interns?		X Yes	□ No
	•		upport an intern?		X Yes	□ No
•			e (computer, software programs,	etc.) for the	x Yes	□ No
	omplete the p					
	le technical as:	sistance	e be required for the intern to co	mplete the	☐ Yes	X No
project?						
	ho will provid				.,	
	ounty previou	•			X Yes	□ No
Has your c	ounty ever ha	d an int	ern in this field?		X Yes	□ No





Has your county previously	received a Georgia County Internship Program	X Yes	□ No
(GCIP) grant for interns?			
Is there a college or univers	sity located in your county?	X Yes	□ No
Is there a technical college	located in your county?	X Yes	□ No
What special skills should t	he intern have to be able to complete the project,	such as kr	nowledge
of certain types of software	e, experience using certain types of equipment, etc	.? (Note t	his is for a
student so years of work in	a certain field should not be included.)		
Will any special training be	provided to the intern?	X Yes	□ No
If Yes, please describe:	There will be on the job training for equipment ar	nd progran	ns used for
	the position.		
•			

## **Section II**

## **Project Information**

Intern
e FULLY describe the internship position being proposed, the to the county, and the necessary intern qualifications. The tart to type. Include no more than 1-2 additional pages to information can be found in the GCIP Application Process and

For questions, email <a href="mailto:mnesmith@accg.org">mnesmith@accg.org</a> or call (404)522-5022 ext. 195

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of private donors. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit <a href="https://www.civicaffairs.org">www.civicaffairs.org</a>.

There are three main projects with somewhat equal importance but varying timelines. The first and most likely is the **Culvert Collection and Analysis**. The second is the **NG911 Formatting and QC** (Quality Control) of our already existing database. The third is **Basic Maintenance and Update of Current Zoning Maps**. All projects require a lot of hours manually looking at and collecting GIS data; perfect for someone with basic spatial knowledge of how GIS works. This is great for anyone looking for basic entry level GIS experience and possibly school credits. It also benefits Dawson County tremendously with is continuously growth and support of its GIS department.

#### **Culvert Collection and Analysis**

This project is a continuation of the internship work that was done of the summer of 2018. Dawson County has over 1100 culverts crossing under county right-of-ways. These have to be maintained by the limited staff of the Dawson County Public Works. In an effort to be proactive, Dawson County did a Culvert Assessment in 2011. The county is now looking to build and expand on that assessment. With the Culvert Collection and Analysis project, Dawson County should be able to pin point areas of concern and even predict flooding events that could cause damage and overtop roads.

The project will require a person to drive to various locations within the county. He or she will be using Arc Collector (of the ESRI Suite) on a phone or tablet in conjunction with a sub-meter GPS Unit. Upon visual inspection, he or she will determine exact location, pipe length, pipe diameter, pipe material, maintenance condition, elevation of up and downstream, as well as take a picture of inlets and outlets.

While the majority of the situations will be confirming some of the information in the Culvert Assessment of 2011, the most important things are the collection of accurate GPS data (not done in 2011) and determining whether it needs immediate attention. The collected data will be used in numerous analytical processes and will help set up a routine maintenance program for the Public Works Department.

#### NG911 Formatting and QC

E911 is required by the State of Georgia to upgrade its emergency system to NG911 by 2020. This system relies on GIS data for accurate and updates information. Should the Sheriff's Office decide to go ahead and upgrade next year, there are various formatting and quality control measures that need to be done in order to deliver the most accurate data to E911 and ultimately our first responders. While there are numerous datasets that should be collected and integrated into this system, the two most critical layers that need to be addressed are the road centerline and address points.

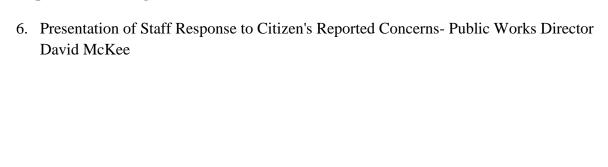
While Dawson County has an accurate road centerline file, before it can be integrated in the NG911 system; the roads need to be split at every intersection. Intersection nodes need to be added and attributed for each location. Then address ranges need to be added for each road centerline segment and quality controlled. There may need to be field checks performed to be completely accurate. Address points can be verified and quality controlled at this point as well.

While these are just two examples of the layers that are affected by the NG911 system, these are just the most critical. Others are going to take collaboration between Dawson County and other entities. A good example for that is hiking trails. Since Dawson County often responds to lost or injured hiker, accurate trails, mile marker, and elevations would be a tremendous help for first responders.

#### **Basic Maintenance and Update of Current Zoning Maps**

While our zoning maps are very detailed and updated monthly, there is still a lot of maintenance like topology that is required in keeping the data searchable. This allows the Planning Department to have better and more accurate information at their fingertips with less "false positives" to search through. With technology evolving at a rapid rate, it is important to evaluate the things we have and ways of doing things better. An intern in this capacity would be very valuable to Dawson County.

Backun	material	for	agenda	item
Duckup	material	101	asciiuu	Ittiii





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: <u>F</u>	<u>Public Works</u>				Work Sess	sion: <u>02/14/19</u>
Prepared By:	Alexa Bruce				Voting Sess	sion: <u>02/21/19</u>
Presenter: <u>Da</u>	vid McKee			Pub	olic Hearing: Ye	s No <u>x</u>
Agenda Item -	Title: Staff Resp	onse to Citizen	Concerns			
Background Ir	nformation:					
	_		•	tion with road c		
Current Inform	nation:					
Staff respons	se to reporting f	rom citizen.				
Budget Inform	ation: Applicat	ole: <u>x</u> Not Appli	cable: I	Budgeted: Yes	<u>x</u> No	
Fund	Dept. Public Works	Acct No.	Budget	Balance	Requested	Remaining
Recommenda	ition/Motion:					
Department H	ead Authorization	on: <u>David McKe</u>	<u>:e</u>	_	Date: <u>2/5/</u>	<u>2019</u>
Finance Dept.	Authorization: \( \)	Vickie Neikirk			Date: <u>2/5/</u>	19
County Manag	ger Authorization	n: <u>DH</u>			Date: <u>2/8/</u>	<u>19</u>
County Attorn	ey Authorization	1:			Date:	
Comments/Att	tachments:					

## **Backup material for agenda item:**

7.	Presentation of New Proposed Recycling Agreement with Advanced Disposal-Public
	Works Director David McKee



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

реранители. <u>г</u>	ublic Works				Work Sess	sion: <u>02/14/19</u>
Prepared By: <u>/</u>	Alexa Bruce				Voting Sess	sion: <u>02/21/19</u>
Presenter: <u>Dav</u>	<u>/id McKee</u>			Pub	olic Hearing: Ye	es No <u>x</u>
Agenda Item T	itle: Advanced I	Disposal Recyc	ling-New Agree	ement Proposal		
Background In	formation:					
contract price		all pickups,	hauling and re	ecycling. There	on County for re was a \$12.0	, ,
Current Inform	ation:					
	sposal has prop naul fee, and a S		~	new agreement	t is proposing a	\$25/ton fee,
Budget Informa	ation: Applicab	ole: x Not Appli	cable:	Budgeted: Yes	<u>x</u> No	
Budget Informa	Dept.	ole: x Not Appli Acct No.	cable:	Budgeted: Yes  Balance	x No	Remaining
						Remaining
Fund	Dept. Public Works					Remaining
Fund Recommendat	Dept. Public Works	Acct No.	Budget			
Fund Recommendat Department He	Dept. Public Works	Acct No.	Budget		Requested	2019
Fund  Recommendat  Department Here  Finance Dept.	Dept. Public Works tion/Motion:	Acct No.  on: David McKe	Budget		Requested  Date: 2/5/	2 <u>019</u>
Fund  Recommendat  Department Herinance Dept.  County Manag	Dept. Public Works tion/Motion: ead Authorization	Acct No.  David McKe  Vickie Neikirk  DH	Budget		Date: 2/8/	2 <u>019</u> 1 <u>9</u>
Fund  Recommendat  Department Herinance Dept.  County Manag	Dept. Public Works  tion/Motion:  ead Authorization Authorization: \( \) yer Authorization ey Authorization	Acct No.  David McKe  Vickie Neikirk  DH	Budget		Date: <u>2/5/</u> Date: <u>2/8/</u>	2 <u>019</u> 1 <u>9</u>

# DAWSON COUNTY RECYCLING PROGRAM UPDATE



David McKee
Public Works
Director
2019







## DAWSON COUNTY RECYCLING PROGRAM HISTORY

- 2013 and prior- Customer separated recycle bins located at the Transfer Station.
  - Program was run through Lumpkin County Government
  - Difficult to determine total cost and total recycling amounts
- 2013- Entered into a contract with Advanced Disposal for singlestream recycling.
  - Dawson County partnered with KDCB to promote the program and installed a recycling compactor site at the Transfer Station
  - No standard fee to Dawson County (\$12/ton contamination fee)
  - Picked up twice weekly
  - Material taken to Alpharetta Advanced Disposal MRF
- 2014- School recycle program introduced
- 2018- BOE requested trailers be moved from campus
- 2018- Major industry shift



## DAWSON COUNTY RECYCLING PROGRAM

- Currently operate a recycle single stream (co-mingled) recycle program at the Transfer Station.
  - Compactor (manned station)
  - Three recycle trailers (one at Fire Station 2, 4 and River Park)
    - unmanned
- Compactor is dumped by Advanced Disposal twice weekly
  - Material taken to Alpharetta MRF
- Recycle trailers are exchanged as needed. Station 2 (weekly)
  - Exchanged by Public Works or Transfer Station staff
  - Two staff members total (3) hours to exchange a trailer and load by hand in the compactor





# DAWSON COUNTY AND KDCB VISIT TO THE RECYCLING MRF



# DAWSON COUNTY AND KDCB VISIT TO THE RECYCLING MRF



## CONTAMINATED RECYCLING

- Trash Bags
- Pizza Boxes
- Plastic bottles not washed out
- Plastic Shampoo/soap bottles not washed out
- Milk cartons
- •\ Styrofoam

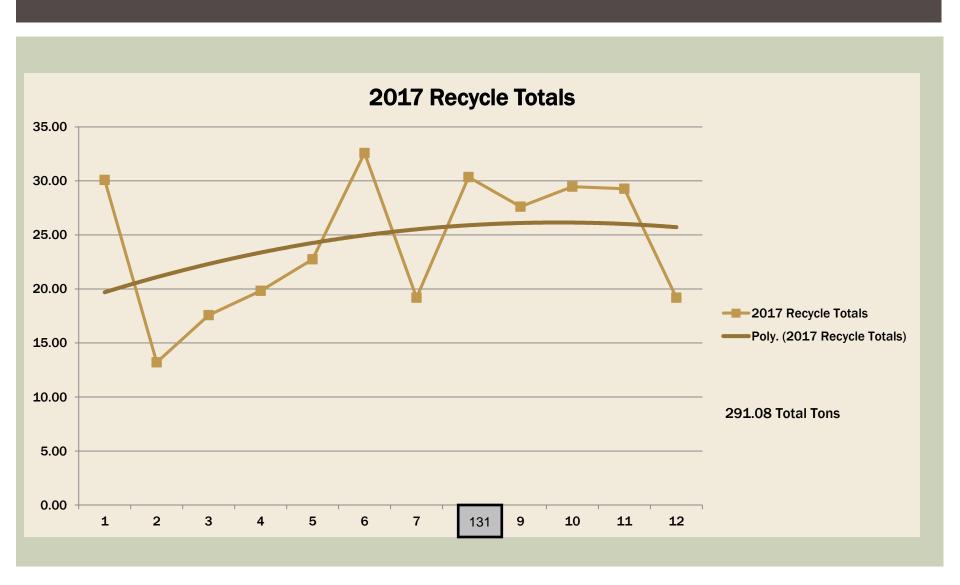


Higher cost to the county to dispose of contaminated material.

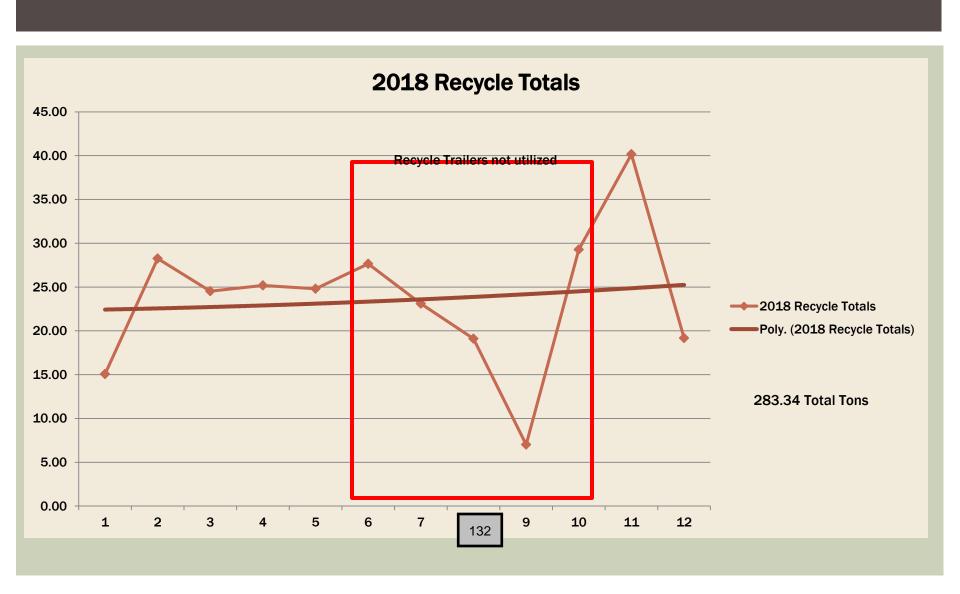




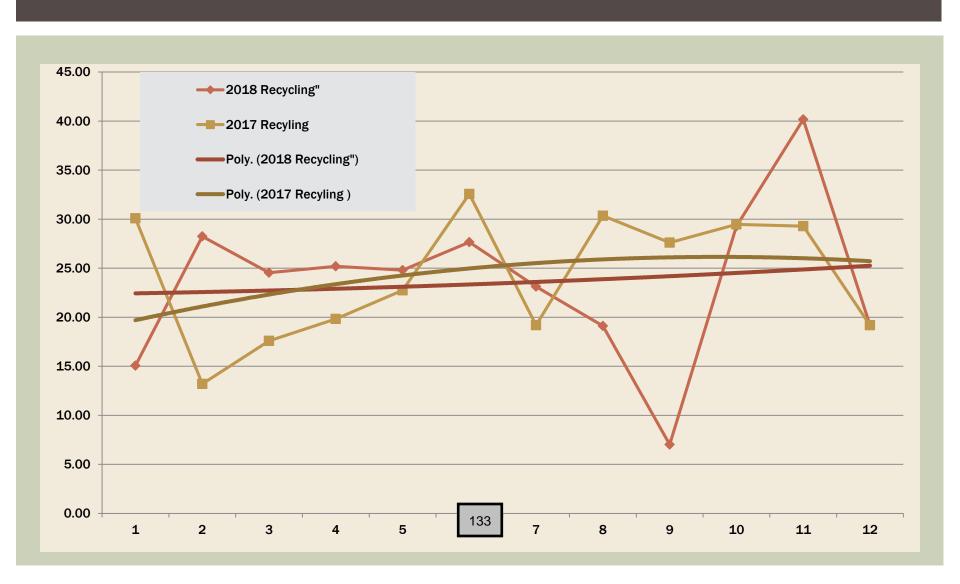
## 2017 RECYCLE TOTALS (TONS)



## 2018 RECYCLE TOTALS (TONS)



## 2017/2018 RECYCLE TOTALS (TONS)



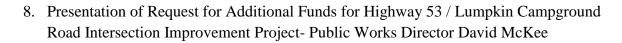
## ADVANCED DISPOSAL'S PROPOSAL

- **\$25/ton**
- \$45/ton if contaminated
- \$100 trip charge
- Estimated annual cost to Dawson County
  - **2018-283.34** Tons
    - \$7083.50 Tonnage Fee
    - \$10,400 Trip Charges
    - \$17,483.50 Total 2018 annual cost assuming no contamination
    - \$18,000-\$25,000 Estimated for 2019 (assume some contamination)

## STAFF RECOMMENDATION

- Staff work with KDCB to develop a volunteer monitoring system of the off-site recycle trailers.
- Approve the Advanced Disposal agreement
  - \$25/ton (\$45/ton if contaminated)
  - \$100 trip charge
  - Budget increase to tipping recycling (Solid Waste Fund)
- Staff explore other single-stream options

## **Backup material for agenda item:**





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

	<u>ublic Works</u>				Work Sess	sion: <u>02/14/19</u>
Prepared By: A	Alexa Bruce				Voting Sess	sion: <u>02/21/19</u>
Presenter: Day	vid McKee			Puk	olic Hearing: Ye	es No <u>x</u>
Agenda Item T	itle: <u>HWY 53/Lu</u>	umpkin Campgı	round Rd			
Background In	formation:					
To date the been complete	BOC has appreted. Additional	oved Vertical I cost will be in	Earth to complete curred through	ete the concrete	intersection impe curb work. The The total projed \$100,000.	ne work has
Current Inform	ation:					
which is an a	additional \$44,0	000. This mone		for additional ro	ut not exceedin ad work expens	_
Budget Informa	ation: Applicat	ole: <u>x</u> Not Appli	icable:	Budgeted: Yes	<u>x</u> No	
Fund SPLOST VI	ation: Applicat Dept. Public Works	ole: x Not Appli Acct No.	Budget \$44,000	Budgeted: Yes  Balance	x No Requested \$44,000	Remaining
Fund SPLOST VI	Dept.	Acct No.	Budget \$44,000		Requested	Remaining
Fund SPLOST VI Recommendat	Dept. Public Works	Acct No.	844,000 em.		Requested	
Fund SPLOST VI  Recommendat  Department He	Dept. Public Works  ion/Motion: App	Acct No.	844,000 em.		Requested \$44,000	2019
Fund SPLOST VI  Recommendat  Department Herinance Dept.	Dept. Public Works  ion/Motion: App	Acct No.  Drove agenda it  Drove agenda it  Drove agenda it	844,000 em.		Requested \$44,000 Date: <u>2/4/</u>	2 <u>019</u>
Fund SPLOST VI  Recommendat  Department He Finance Dept.  County Manage	Dept. Public Works  ion/Motion: Appead Authorization: \( \)	Acct No.  Drove agenda it  Drove agenda it  Drove agenda it  Drove agenda it  Drove agenda it	844,000 em.		Requested \$44,000 Date: <u>2/4/</u>	2 <u>019</u> 2 <u>19</u>
Fund SPLOST VI  Recommendat  Department He Finance Dept.  County Manage	Dept. Public Works  ion/Motion: App ead Authorization Authorization: \( \) er Authorization ey Authorization	Acct No.  Drove agenda it  Drove agenda it  Drove agenda it  Drove agenda it  Drove agenda it	844,000 em.		Pate: 2/4/ Date: 2/5/ Date: 2/8/	2 <u>019</u> 2 <u>19</u>

## **Backup material for agenda item:**

9. Presentation of a Resolution Approving Legal Services Agreement to Retain Blasingame, Burch, Garrard & Ashley, P.C. as Special Legal Counsel in Opioid Litigation- Interim County Attorney



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: L	nent: Legal Work Session: <u>02.14.1</u>					sion: <u>02.14.19</u>		
Prepared By:	Sam VanVolken	burgh (Jarrard	& Davis)		Voting Session: <u>02.21.19</u>			
Presenter: Inte	erim County Atto	orney		Public H	earing: Yes	No <u>X</u>		
•	Title: Presenta Burch, Garrard &		• •		•	ent to Retain		
Background In	formation:							
Blasingame, litigation. He approved by	9, 2018, voting and Burch, Garrard owever, that firm the BOC. The dicities nationwise.	d & Ashley to r n was never for e multi-state liti	represent the C mally retained a gation currently	County as a pla and no contract involves claim	aintiff in multi-di for legal service	strict opioid es was ever		
Current Inform	nation:							
was prepare recovery, plu from this litig County will	ed resolution applied by Jarrard & us reimburseme lation - if there is not be required a County agains:	Davis on the C nt of costs (fairl s no recovery, o I to pay BBGA	County's behalf.  ly standard tern  ir if the recovery  any money. I	It calls for BE ns). There shou is valuable but n addition, BBC	BGA to receive ald be no cost to not monetary in GA will indemni	30% of any the county nature, the		
Budget Inform	ation: Applicat	ole: Not A	Applicable: X E	3udgeted: Yes	No			
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining		
Recommenda	tion/Motion: App	prove the resolu	tion and sign th	e attached cont	ract.			
Department H	ead Authorization	on:			Date:	Date:		
Finance Dept.	Authorization: \( \)	√ickie Neikirk			Date: <u>2/4/</u>	Date: <u>2/4/19</u>		
County Manager Authorization: DH					Date: <u>2/8/</u>	Date: <u>2/8/19</u>		
County Attorney Authorization: Angela Davis/Sam VanVolkenburgh					Date: <u>2/1/2</u>	Date: <u>2/1/2019</u>		
Comments/Att	achments:							
Resolution w	rith attached pro	posed contract.						

A RESOLUTION OF DAWSON COUNTY, GEORGIA ("COUNTY") AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF A CERTAIN LAW FIRM TO REPRESENT THE COUNTY IN POTENTIAL LITIGATION AGAINST CONTRIBUTORS TO OPIOID ADDICTION AND ABUSE.

WHEREAS, the County has been negatively impacted by synthetic opiate (opioid) abuse and addiction;

WHEREAS, the County may have legal claims against those responsible for the promotion of, and ready availability of, this class of drug, including opioid manufacturers, marketers and distributors; and,

WHEREAS, the County desires to retain the Law Firm identified herein to advise and represent the County regarding litigation and the award of damages from the contributors of opioids within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE DAWSON COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby authorizes and approves the employment of the law firm identified in the Legal Services Agreement, attached hereto and incorporated herein as **Exhibit "A"** (herein referred to as the "Law Firm") to represent the County in potential litigation against contributors of opioids within the County.

Section 2. The County Board of Commissioners hereby authorizes and approves the Legal Services Agreement, in the form attached hereto as **Exhibit "A"**, and directs its Chair to execute the Legal Services Agreement with the Law Firm, setting forth the scope of the work to be performed by the Law Firm, including litigation against contributors of opioids within the County and the terms and conditions of the employment of the Law Firm.

Section 3. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced Dawson County Board of Comm	ed, seconded and adopted at a duly convened meeting of the issioners, held on, 2019.
ATTEST:	Billy Thurmond, Chairman, Board of Commissioners
Kristen Cloud, County Clerk	
Jarrard & Davis, LLP, County	Attorney

## **CERTIFICATE**

I, the undersigned Clerk of Dawson C	ounty, Georgia, I	OO HEREBY	CERTIFY that th
foregoing pages of typewritten matter constitute a	true and correct co	py of a resoluti	on, which resolution
was adopted by the County in a meeting duly called	ed and assembled o	n	,2019
which meeting was open to the public and at whi	ich a quorum was	present and ac	ting throughout, an
that the original of said resolution and said Legal	Services Agreemer	nt have been re	corded in the minut
book of the County which is in my custody and co			
			Ü
IN TESTIMONY WHEREOF, witness	, 2019.		
	Kristen Cloud, C	Sounty Clouls	
	Kristen Cloud, C	Journy Clerk	

## EXHIBIT "A"

Legal Services Agreement

## LEGAL SERVICES AGREEMENT

- RE: Dawson County, Georgia civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.
- 1. SCOPE OF EMPLOYMENT: Dawson County, Georgia (hereinafter "Client"), by and through its County Board of Commissioners, hereby retains the law firm of Blasingame, Burch, Garrard & Ashley, P.C. ("the Firm") pursuant to the Georgia Rules of Professional Conduct and O.C.G.A. § 36-1-3, on a contingent fee basis, to pursue all civil remedies against the manufacturers of opioids and prescription opiates (together, hereinafter "prescription opiates") and those in the chain of distribution of prescription opiates responsible for the abuse of such drugs in Dawson County, Georgia including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. Henry G. Garrard, III of the law firm Blasingame, Burch, Garrard & Ashley, P.C. shall serve as Lead Counsel. Client authorizes Lead Counsel to employ and/or associate additional counsel, including additional law firms, with consent of Client, to assist Lead Counsel in the just prosecution of the case. All attorneys engaged pursuant to this Agreement and on behalf of the Client related to the issues that form the basis of this Agreement shall be referred to collectively as the Firm.
- 2. ATTORNEYS' FEES: In consideration, the Firm is entitled to receive thirty percent (30%) of the total recovery (gross) in favor of the Client as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses as such gross recovery is defined and detailed herein. For purposes of this Agreement, "Recovery" shall mean defendant(s) paying to Client funds in the form of: (1) money damages; or (2) funds deposited into an Abatement Fund. An "Abatement Fund" is defined for purposes of this Agreement as a fund established for the benefit of the Client that will have funds deposited therein by defendant(s) for future expenditures by Client to abate the nuisance, but which Abatement Fund must be under the sole control of Client with no conditions or limitations on spending of the funds.

Client grants the Firm an interest in a fee based on the Recovery. If a court awards attorneys' fees in the lawsuit filed by the Firm on behalf of Client, the Firm shall receive the "greater of" the Recovery-based contingent fee or the attorneys' fees awarded; provided that if a Recovery-based contingent fee is owed, it shall be reduced by any attorney's fees awarded. The Client shall have absolutely no direct financial responsibility (i.e., no out-of-pocket financial obligations) for attorney's fees or reimbursement of expenses in any event, and further, there is no fee or reimbursement of expenses due to the Firm in any manner if there is no Recovery.

The Client acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful Recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful Recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful Recovery. Consequently, there must be a clear understanding between the Client and the Firm regarding the definition of a successful Recovery.

To further detail the above-stated definition of "Recovery", the Firm intends to present a damage model designed to abate the public health and safety problems experienced by the Client. This damage model may take the form of money damages and/or an Abatement Fund. The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting opioid abuse (i.e., money damages) and/or recover the funds necessary to abate the health and safety problems caused by the unlawful conduct of manufacturers and wholesale distributors (i.e., the Abatement Fund). The Client agrees to compensate the Firm, contingent upon receiving a Recovery, by paying 30% of any monetary damages received in settlement/resolution/judgment in favor of the Client. For instance, if the Recovery is in the form of monetary damages, Client agrees to pay 30% of the gross amount to the Firm as compensation and then reimburse reasonable litigation expenses, up to the amount of monetary damages received, except that in no event shall said litigation expenses exceed fifty percent (50%) of the Client's share of the Recovery. If the remedy is in the form of funds deposited by defendant(s) into an Abatement Fund, Client agrees to pay 30% of the funds deposited by the defendant(s) into the Abatement Fund, along with reimbursement for the Firm's reasonable litigation expenses, except that in no event shall said litigation expenses exceed fifty percent (50%) of the Client's share of the Recovery. To be clear, the Firm shall not be paid a fee nor receive reimbursement for expenses directly from Client (or out of Client's pocket) under any circumstances. The Firm agrees and acknowledges that it bears the risk of recovering no attorney's fees and incurring all costs and expenses of litigation. Moreover, in no event shall Client receive less than a thirty-five percent (35%) share of the Recovery.

To further clarify the Client's payment obligations, notwithstanding any other provision of this Agreement to the contrary: The only circumstance in which Client will be required to pay the Firm for its fees and expenses is when the Client has received a direct monetary payment from the defendant(s) either directly in the form of money damages or as a deposit of money into an Abatement Fund, provided that the Abatement Fund cannot have any spending conditions or restrictions attached to that payment. If the defendant(s) provide purely equitable relief not in the form of any monetary payments, Client will have no obligation to pay attorneys' fees and expenses, but the Firm may obtain such fees and expenses from the defendant(s) or from any funds that may be set aside to provide equitable relief, provided that the Firm ensures that its duty to Client is fulfilled first to obtain the best Recovery possible without prioritizing the Firm's payment of attorney's fees and costs over and above Client's interests in a monetary Recovery.

Negotiability of Fees: The rates set forth above are not set by law, but are negotiable between the Firm and Client.

- 3. COSTS AND OTHER EXPENSES: The Firm shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any Recovery after the contingent fee is calculated consistent with Paragraph 2 of this Agreement. There is no reimbursement of litigation expenses if there is no Recovery. In no event will Client be required to reimburse costs or make any out-of-pocket payments whatsoever under any circumstances. If the Firm represents more than one client in similar opioid litigation, the Client will bear only its pro-rated (based on relative size of Recovery) share of any litigation expenses that benefitted multiple clients. Costs advanced will be payable out of the Client's share of any Recovery as detailed above and herein, and will not affect the contingency rate or fees due to the Firm. In no event shall said litigation expenses exceed fifty percent (50%) of the Client's share of any Recovery. In other words, Client shall receive no less than thirty-five percent (35%) of the Client's share of any Recovery.
- 4. <u>FEE SHARING WITH CO-COUNSEL</u>: The division of fees, expenses and labor between the attorneys who make up the Firm will be decided by private agreement between the law firms and subject to approval by the Client. Any division of fees will be governed by the Georgia Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for

consultation with the Client; (2) the Client has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the written closing statement in a case involving a contingent fee shall be signed by the Client and each lawyer and shall comply with the terms of the Georgia Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

5. <u>COMMUNICATIONS WITH CLIENT</u>; <u>CONTROL OF LITIGATION</u>: Lead Counsel shall appoint a contact person to keep the Client reasonably informed about the status of the matter in a manner deemed appropriate by the Client. The Client at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Firm will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client has the absolute right to accept or reject any settlement. Client will seriously consider any settlement offer Firm recommends before making a decision to accept or reject such offer.

Upon conclusion of this matter, Lead Counsel shall provide the Client with a written statement stating the outcome of the matter and, if there is a Recovery, showing the remittance to the Client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the Agreement, any costs and expenses deducted by the lawyer from the Recovery, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the Georgia Rules of Professional Conduct. The closing statement shall be signed by the Client and reflect the amount paid to each attorney among whom the fee is being divided.

- 6. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: Client acknowledges review and understanding of this Agreement, having read its contents in its entirety, and Client understands and agrees with all of its provisions. Client acknowledges that the Firm, its employees or agents, and the terms of this Agreement have made no promise or guarantee regarding the successful determination of Client's claim or causes of action, nor any guarantees regarding the amount of Recovery or the type of relief, if any, which Client may obtain therefrom. The Firm makes no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm makes no guarantee as to the outcome of any litigation, settlement or trial proceedings.
- 7. <u>LIMITED SCOPE OF REPRESENTATION</u>: Firm is retained to represent the Client only with respect to the legal claims set forth above. Nothing herein will preclude

Client from seeking additional legal advice and counsel from any other attorney (including the County Attorney) on subject matters within the scope of this Agreement.

- 8. TERMINATION OF AGREEMENT: Client may discharge Firm and terminate this Agreement for convenience at any time, in which case the Firm shall be entitled to equitable legal fees and recovery of costs, taking into consideration the amount of work done and costs incurred by the Firm. If the Firm terminates this Agreement for convenience, it may not seek attorney's fees and expenses from the Client, and expressly waives any attorney's fee or expense lien against any amounts that may be recovered in related litigation by the Client. Nothing herein will prohibit either party from terminating this Agreement for good cause and seeking any available relief for breach of this Agreement. The parties agree and acknowledge that, in light of Client's right to terminate this Agreement at will, this is not a "multi-year purchase Agreement" contemplated by O.C.G.A. § 36-60-13.
- 9. <u>COUNTERCLAIMS</u>: The above contingency fee contemplates and takes into consideration the Firm's representation of Client against, and in defense of, any claims or counterclaims of any type whatsoever by defendants and/or non-party manufacturers, distributors, and/or other potential defendants seeking to establish non-liability for the affirmative claims and allegations contemplated by this Agreement.
- 10. INDEMNIFICATION: Notwithstanding any other provision of this Agreement, the above contingency fee contemplates and takes into consideration the Firm's indemnity obligations in this Paragraph 10. The Firm shall defend, indemnify, and hold harmless Client and Client's elected and appointed officials, officers, boards, commissions, employees, attorneys, agents, and representatives ("Indemnified Parties") from and against any and all claims, suits, actions, judgments, damages, losses, costs, expenses, and liability, including but not limited to attorney's fees and costs of defense, which may result from Firm's assertion of legal claims in any proceeding contemplated by this Agreement or based upon any other actions taken by the Firm on behalf of the Client. By way of example and not limitation, Firm shall defend, indemnify, and hold harmless the Indemnified Parties against any counter-claim or motion to shift attorneys' fees and costs due to allegations that an Indemnified Party: engaged in abusive litigation; asserted a claim, defense, or other position completely lacking a justiciable issue of law or fact or for purposes of delay or harassment; unnecessarily expanded legal proceedings; or engaged in discovery misconduct. This obligation shall not apply to the extent of loss or harm caused by wrongdoing on the part of the Indemnified Party. This 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. This obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

- 11. GEORGIA LAW TO APPLY: This Agreement shall be construed under and in accordance with the laws of the State of Georgia and the rights, duties and obligations of Client and of the Firm's representation of Client and the laws of the State of Georgia shall govern regarding anything covered by this Agreement. Disputes regarding this Agreement shall be heard in the Superior Court of Dawson County, Georgia or the US District Court for the Northern District of Georgia.
- 12. <u>IMMUNITIES</u>: Nothing contained in this Agreement shall be construed to be a waiver of Client's sovereign immunity or any individual's qualified, good faith or official immunities.
- 13. <u>TITLE VI</u>: In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Firm agrees that, during performance of this Agreement, Firm, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.
- 14. <u>E-VERIFY</u>: Pursuant to O.C.G.A. § 13-10-91, Client shall not enter into a contract for the physical performance of services unless: (1) Firm shall provide evidence on Client-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Firm's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or (2) Firm provides evidence that it is not required to provide an affidavit because it is an individual (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Firm hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to Client or provided Client with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in subsubsection (2) above. Further, Firm hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Firm employs or contracts with any subcontractor(s) in connection with the covered contract, Firm agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibits "B", which subcontractor affidavit shall become part of the Firm/subcontractor Agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Firm agrees to provide a completed copy to Client within five (5) business days of receipt from any subcontractor. Firm and Firm's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Firm agrees that the employee-number category designated below is applicable to Firm.

\_\_\_\_\_ 500 or more employees.

X 100 or more employees.
Fewer than 100 employees.

Firm hereby agrees that, in the event Firm employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Firm will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

[SIGNATURES ON FOLLOWING PAGES]

SIGNED, this	_day of	, 2019.
		Dawson County, Georgia
		Billy Thurmond, Chair, County Board of Commissioners
Attest:		
Kristen Cloud, County Clerk		[County Seal]
Approved as to Form:		
Jarrard & Davis, LLP, County	Attorney	

Accepted:

BLASINGAME, BURCH, GARRARD & ASHLEY, P.C.

440 College Avenue, Suite 320 Athens, Georgia 30001

#### EXHIBIT "A"

STATE	OF
COUNT	Y OF

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Dawson County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

(state).

674920
Federal Work Authorization User
Identification Number

5.23.13

Date of Authorization

Blasingame, Burch, Garrard & Ashley, P.C. Name of Contractor

Synthetic Opiate Litigation Name of Project

<u>Dawson County, Georgia</u> Name of Public Employer I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-23 . 20

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23' DAY OF

NOTARY POBLIG TAR

My Commission Expires:

	BIT "B"
STATE OF	
COUNTY OF	FOD A FEID A VIT
SUBCONTRAC	FOR AFFIDAVIT
13-10-91, stating affirmatively that the individual physical performance of services under a contract on behalf of Dawson County, Georgia has registed work authorization program commonly known program, in accordance with the applicable providual 10-91. Furthermore, the undersigned subcordauthorization program throughout the contract contract for the physical performance of service subcontractors who present an affidavit to the O.C.G.A. § 13-10-91(b). Additionally, the underecipt of an affidavit from a sub-subcontractor receipt. If the undersigned subcontractor receipt affidavit from any other contracted sub-subcontractor within five (5) business days of receipt, a copy of	
of authorization are as follows:	authorization user identification number and date
Federal Work Authorization User Identification Number  Date of Authorization	I hereby declare under penalty of perjury that the foregoing is true and correct.  Executed on, 20 in (city), (state).
Name of Subcontractor	Signature of Authorized Officer or Agent
Synthetic Opiate Litigation Name of Project	Printed Name and Title of Authorized Officer or Agent
Dawson County, Georgia Name of Public Employer	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF
	NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

Backup material for agenda item:
10. Discussion of Parks & Recreation Programs- Parks & Recreation Director Matt Payne

445 Martin Road Dawsonville, GA 30534

FOR

**NOVICE/BEGINNERS** INTERMEDIATE/ADVANCED



**ALL PLAYERS WELCOME!** 

**OPEN PLAY** 

**NO ENTRY FEE** 

#### **BRING YOUR OWN PADDLE**

unless you want to register for a Beginners Clinic on Feb 24th or Feb 26th, then email instructor Laurie Lee at sauteelodge@gmail.com for more information

# **BEGINNING MARCH 2019**

# SUNDAYS

3:00 - 6:00PM INTERMEDIATE/ADVANCED

6:00 - 7:00PM ALL PLAYERS WELCOME

7:00 - 9:00PM **NOVICE/BEGINNER ONLY** 

#### TUESDAYS & THURSDAYS 6 COURTS OPEN

9:00AM - 11:30AM **ALL PLAYERS WELCOME** 

COURTS CLOSED WEEKDAYS APRIL 1-5 AND WEEKDAYS IN JUNE FOR YOUTH CAMPS \*\*

FOR MORE INFORMATIO 155 ASE CALL (706) 344-3646.







Enriching the lives of adults with disabilities

3rd Thursday each month 10:00am-12:00pm

at Rock Creek Park
445 Martin Road - Dawsonville



2019	February 21 Movie	MaRch 21 Arts & Crafts	APRILI8 Canvas Paint & Egg Hunt	
May 16 Touch a Truck	<b>JUNE 20</b> Picnic & Ice Cream Sundaes	<b>July 18</b> Outdoor Games & Kona Ice	AuguST 15  Cupcake  Decorating	
September 19 Movie	OCTOBER 17 Costume Party & Hayride	November 21 Turkey Craft & Ornament Making	December 19 Cookie Decorating	

- Space is limited to 50 participants per date -Please call or email for information or to RSVP

# VOLUNTEERS WELCOME!

Infomation is subject to change - please call or email for updates. (706) 344-3646 | recreation@dawsoncounty.org

Backup material for agenda item:	
11 Discussion of Impact Fees on	Commercial Rusinesses - Chairman Thurmond

#### Impact Fee Update Proposal

The Board of Directors of the Dawson County Chamber of Commerce requests that the Dawson County Board of Commissioners consider reducing the percentage of the maximum allowed impact fees in the Road Project and Fire Protection Categories to 25%. This change will allow Dawson County to:

- Be more in line with the impact fees of neighboring communities (reference Chart 1)
- Increase competitiveness in attracting target industries that will pay higher wages for our citizens (such as medical, office, and manufacturing jobs)
- Increase opportunity to create a more balanced property tax digest (reference Chart 3)

#### Chart 1:

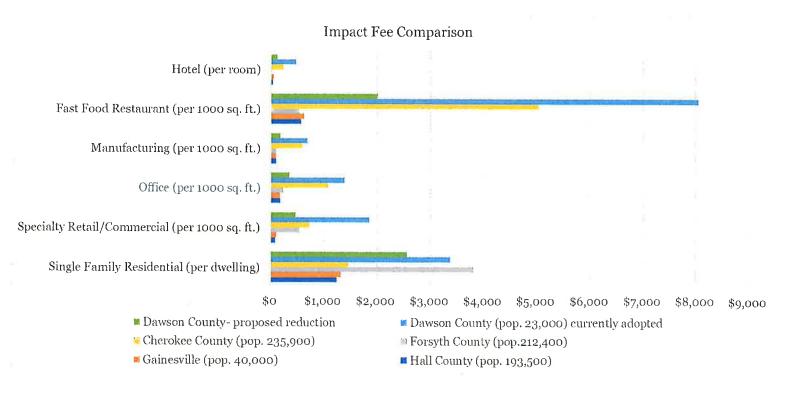


Chart 2:

Dawson County Impact Fees: Currently Adopted vs. Proposed Reduction

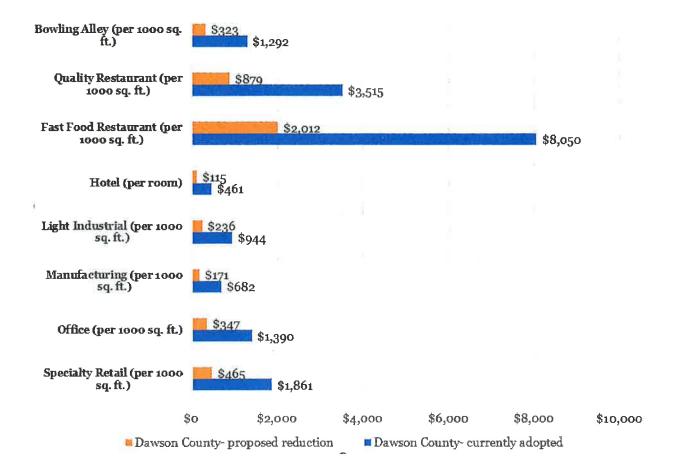
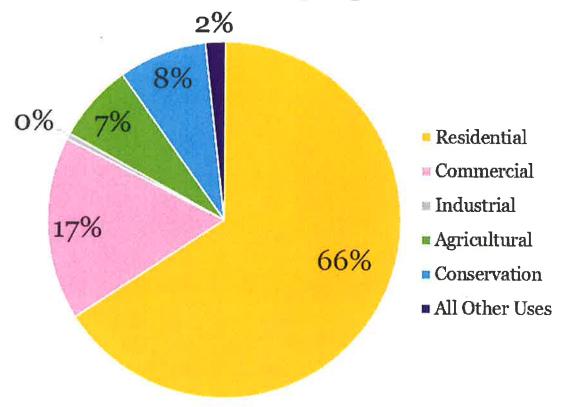
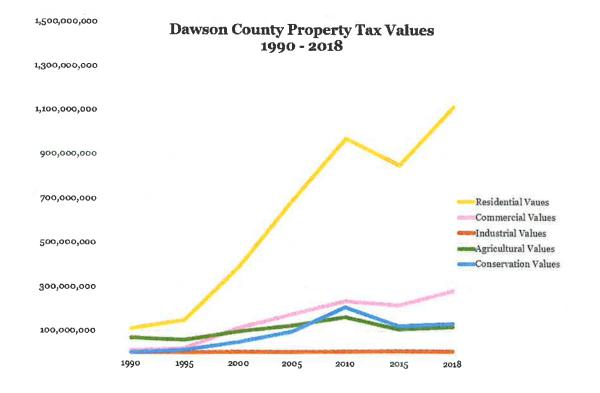


Chart 3:

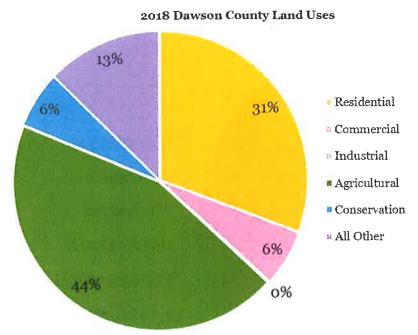
2018 Dawson County Property Tax Collections



Source: Georgia Department of Revenue 2018 Tax Digest Consolidated Summary

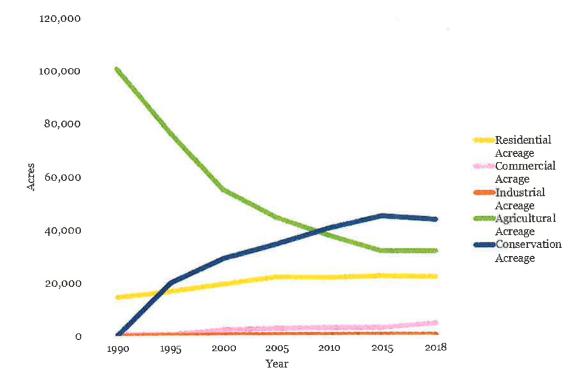


#### Chart 4:



Source: Georgia Department of Revenue 2018 Tax Digest Consolidated Summary

#### Dawson County Land Use Trends 1990 - 2018

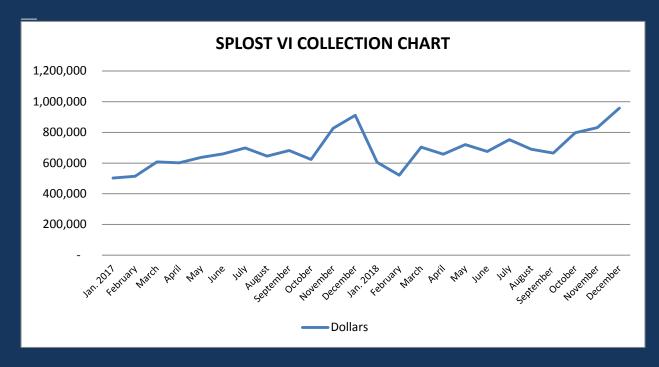


<b>Backup</b> material fo	r agenda item
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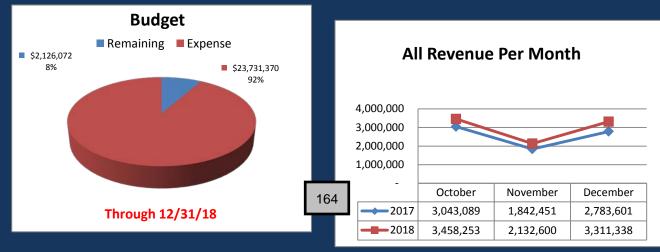
12. County Manager Report

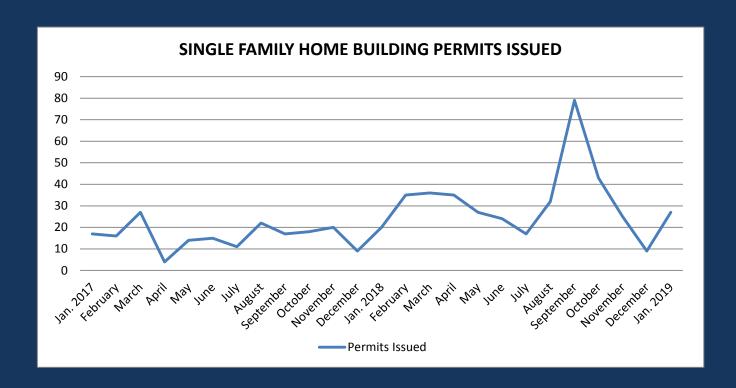


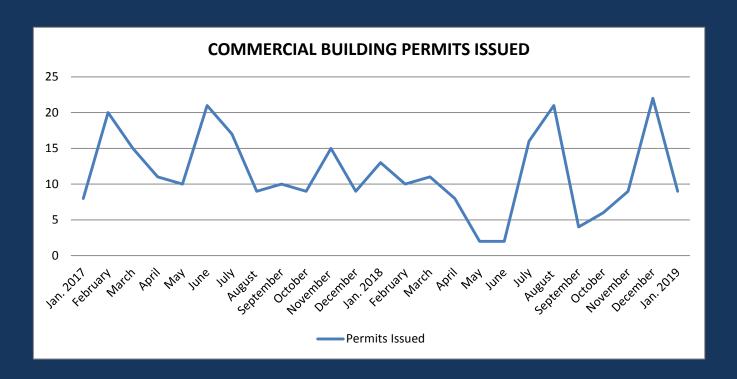
Key Indicator Report January 2019

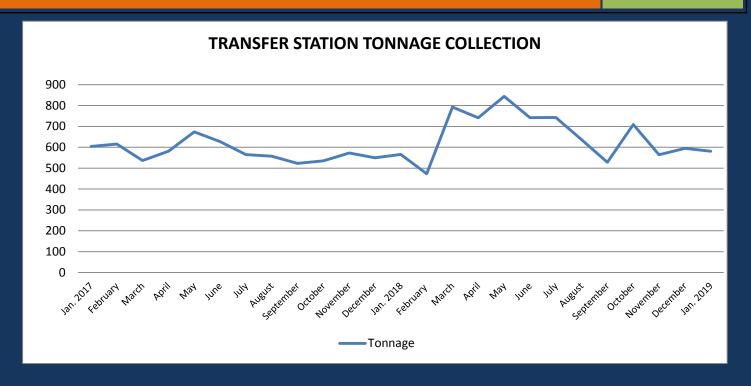


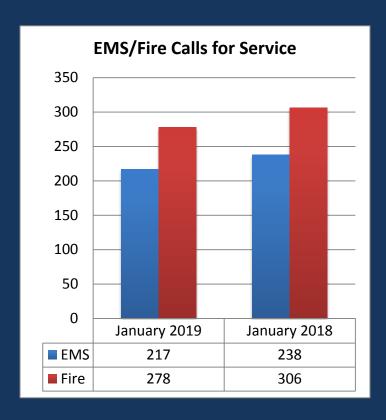




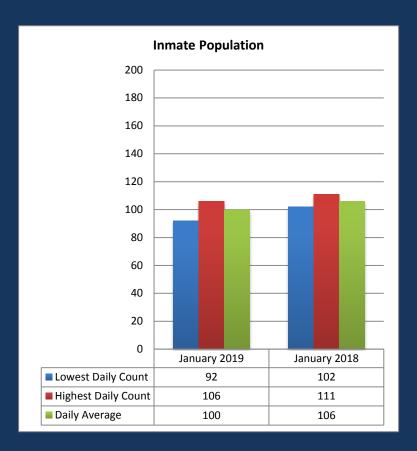


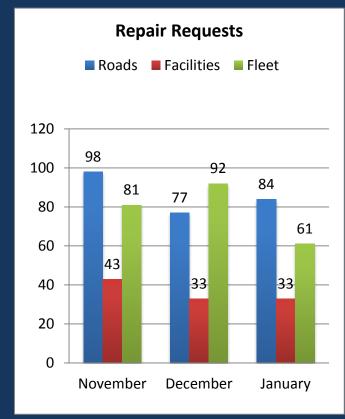














#### Elections/Registrar Monthly Report - January 2019

New Applications/Transfers In: 794

Changes/Duplicates: 2673

Cancelled/Transferred Out: 263

• Total Processed: 3730

#### **HIGHLIGHTS**

#### **Voter Registration Projects:**

Process daily applications and new street information into the voter registration system.

• Beginning the process of updating city annexations; maps and to create an internal list of city streets with the newly divided posts for city council seats.

#### **Elections Projects:**

Municipal General Election – November 5, 2019

Municipal Qualifying: August 19-22, 2019 (Mayor & 2 city council seats)

Voter Registration Cutoff: October 7, 2019

Advance Voting: October 14-November 1, 2019

- Swearing in of Board of Elections & Voter Registration members complete.
- 2018 Performance Evaluations for Poll Managers complete.
- First of 2019 ethics filings notifications went out; receive from officials and forward to Ethics Commission.
- Schedule with vendor to have the Easy Vote modules installed & begin training.

#### Highlights of plans for upcoming month:

- Hosting the first GEOA Regional Meeting of 2019 on Wednesday, February 6, 2019.
- During the March 2018 VRAG/GEOA conference, Homeland Security spoke to the group about the intensity of security attacks on elections offices across the state and the importance of what to be prepared for. It was offered to have one of their Protective Security Advisors to visit our office(s) and give suggestions of anything that could be of concern. This could also be a tool used to strengthen confidence in voters that we took another step to make sure of compliance and security. Dennis Mott came on October 16, 2018 and met with myself, James Tolbert, Facilities Director and Will Shattuck, IT. It was a very informative, eye opening, meeting.

Mr. Mott is bringing back his written assessm his meeting on 2/7/19. After our discussion, it will be sealed and only the Director of Elections will be at her discretion, per Homeland Security.



#### <u>Dawson County Emergency Services Monthly Report – January 2019</u>

Fire Responses	NOV	DEC	JAN	EMS Responses	NOV	DEC	JAN		EMS R	evenue
2017	304	344	271	2017	250	284	213	2018	Jan	\$70,981.91
2018	278	289	306	2018	222	223	238	2019	Jan	\$58,613.18
2019	-	-	278	2019	-	-	217	Jar	'19 Deci	reased 17.5%

Plan	Review and Inspection	Business Inspections Total			
	Revenue Total	Final Inspections	Annual & Follow Up Inspections		
County	\$821.00	14	4		
City	\$ 550.00	5	0		

HIGHLIGHTS: Dawson County Emergency Services Projects						
Training Hours Completed by Staff	1,352.35 hours	Fire Investigations	4			
PR Detail	1 event/10 children	CPR Training per Individual	0			
Smoke Detector Installations	3	Stop the Bleed Training per Individual	0			
Search & Rescue	0	Child Safety Seat Installations	3			
Swift Water Rescue	0	Plan Reviews	5			

Types of Fires Total – 11				
Building	3	Chimney/flue fire	1	
Structures other than Bldg.: Outside Storage	2	Cooking Fire	0	
Mobile Home Fire	1	Vehicle/Road Freight/ Transport Vehicle	0	
Construction/Demolition Landfill Fire	1	Outside Rubbish / Trash /Waste/Dumpster	3	
Brush/Grass Fire	0	Off-Road Vehicle/Heavy Equipment	0	

Total Water Usage – 26,700 gallons						
Etowah Water 23,350 gallons Pickens 1,000 gallons						
City of Dawsonville 1,750 gallons Engine 7 600 gallons						



#### Facilities Monthly Report - January 2019

Total Work Orders: 33

• Community Service Workers: 3

#### **HIGHLIGHTS**:

- \* Removed all Christmas decorations- Government Center & Historic Courthouse
- \* Replaced all wall pack lights with LED lights Fire Stations #1 and #2
- \* Had all 12 county generators inspected
- \* Cut out concrete, added door way between Suites 105 and 106 in KH Long building, painted all offices-Major work
- \* Elite heating and air came on 1-8-19, replaced motor on EF-9 (Detention Center)



#### MONTHLY REPORT

#### For Period Covering the Month of January 2019

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Removed all Christmas decorations	Gov Center/Historic Courthouse
2	Replaced all wall packs lights with LED lights	Fire Station #1 and #2
3	Cut back all plants for landscaping	Gov Center
4	Working on building inspection list for all county building	All County Building
5	Repaired boilers after broke down	Gov Center
6	Had all 12 county generators inspected	County
7	Had all 9 county elevators inspected	County
8	Met with fire on building Fire Station -Sweetwater Juno	
9	Cleaned out concrete, added door way between 105/106, painted all offices	Major work - KH Long
10	Cleaned out and painted office 2240	Gov Center
11	Worked on commercial hot water heater	Fire Station #2
12	HVAC preventative maintenance	Gov Center
13	Had chair lift repaired	Gov Center
14	Removed fiber and disconnected water/electric	Trailer @Transfer
15	Painted office	Fire Station #1 and #2
16	Repaired gate	Fueling Center
17	Turned water back on in the Butler building and tested the system	Butler Building
18	Circuit breaker tripped in AHU-15, tried to reset, tripped again. Elite called and	
19	found it was a compressor on AHU-15.	Dentention Center
20		
21		
22		
23		
24		
25		
26	Total Work Orders for the month = (33)	Facilities
27	Total Community Service for the month = (3)	Facilities

These numbers do not reflect daily/ weekly routine duties to include:

Cutting of grass and landscape maintenance on all county properties

Cutting of grass and landscape maintenance on all five (5) parks on the west side of county

Cleaning of the new government center and other county owned buildings, offices and facilities

Emptying outside trash receptacles at county owned buildings

Collecting and recycling of all county buildings, offices and facilities

Noted By:		
JAME	S TOLBERT,	Facilities Director



#### Finance Monthly Report - January 2019

#### **FINANCE HIGHLIGHTS**

- LOST Collections: \$843,040 up 5.20% compared to 2017
- SPLOST Collections: \$958,016 up 5.20% compared to 2017; 8.46% under projections for

December 2018; Total SPLOST VI collections: \$27,230,854

- **\$814,314** County Portion (85%)
- \$143,702 City Portion (15%)
- TAVT: \$90,571 down 8.70% compared to 2017
- See attached Revenue and Expenditure Comparison for 2018
- Total County Debt: \$4,488,344 (See attached Debt Summary)
- Audit Status: Auditors will be on-site in February for fieldwork with elected officials.
- EMS Billing Collections: \$63,846 for January 2019
- Budget Status: The 2019 Budget was approved on November 1, 2018.
- Monthly Donations/Budget Increases: \$22,486
  - Passport Fees \$2,065
  - Donations \$20,421

#### PURCHASING HIGHLIGHTS

#### **Formal Solicitations**

On-Call Body Repair Services

#### **Informal Solicitations**

Copier Wholesaler Value

#### Quotes for less than \$25,000 this month

- Gasoline Fuel Center
- Diesel Fuel Center
- Baseball & Softball Uniforms Park & Rec
- Weed Control & Fertilization Park & Rec
- Vehicle Repair Fleet
- Class A Foam Fire

## Purchases for less than \$25,000 that did not get required quotes this month

None

#### **Pending Projects**

None

#### Work in Progress

- Public Works/Fleet Complex
- Gym Exterior Renovations
- Gateway Landscape Project
- Copier Replacement

#### **Future Bids**

- Senior Services Center Expansion Construction
- Fire Station 9 Construction
- Other 2019 Bids

#### Future Bids - SPLOST VI

- Pothole Patching Machine Roads
- Water Filtration System for DCGC & DCSO Facilities
- 2019 Capital & SPLOST Projects

## Purchases for more than \$25,000 that did not get required sealed bids this month

 Mobile Radios & Antennas (\$26,040) – Sheriff's Office

#### **Budget to Actual**

	Actual at 12/31/2018	Percent of Budget Actually Collected/ Expended	Δ	2018 BOC (2) Approved Budget	Aj	Over(Under) pproved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 25,872,692	100.06%	\$	25,857,442	\$	15,250	0.06%
Expenditures	23,731,370	91.78%		25,857,442		(2,126,072)	-8.22%
	\$ 2,141,322	8.28%	\$	-	\$	2,141,322	8.28%

<sup>\*</sup>NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

- (1) Reporting actuals as of 12/31/2018 because revenue collections are 30 days behind. The LOST revenues for the month of December 2018 were received in January 2019.
- (2) Change in total budget due to account adjustments:

\$ 25,516,312	Original Budget
\$ 54,638	Donation Carryover Balances
\$ 5,518	January
\$ 4,634	February
\$ 8,938	March
\$ 106,999	April
\$ 4,433	May
\$ 100,071	June
\$ 7,203	July
\$ 3,368	August
\$ 6,480	September
\$ 11,008	October
\$ 5,354	November
\$ 22,486	December
\$ 25,857,442	Revised Budget



#### Fleet Maintenance and Fuel Center Monthly Report – Jan 2019

#### **FLEET**

Preventative Maintenance Performed: 19

• Tires Mounted: 32

Repair Orders Completed: 61

• Labor Hours: 172.25

Labor Cost Savings: \$7,410.20

(Comparison of the Fleet Maintenance rate of \$43.02 per labor hour to outsourced vendors rate of \$80.00 per labor hour)

Parts Cost Savings: \$1,138.55

(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)

Total Cost Savings for Jan: \$8,548.75

#### **FUEL CENTER**

Average fuel center price per gallon:

Gasoline: \$1.72 Diesel: \$2.21

Fuel Center Usage - Dawson County and Board of Education

Gasoline: 8,992.3 gallons; 708 transactions Diesel: 7,737.6 gallons; 208 transactions

Fuel Center Usage - Etowah Water and City of Dawsonville

Gasoline: 1,229.2 gallons; 65 transactions Diesel: 658.9 gallons; 23 transactions

Revenue from Etowah Water and City of Dawsonville: \$94.41

#### **HIGHLIGHTS**

- We have a quote out for body shop repairs.
- We also have a quote out for EPD required additional leak detectors.
- Working on specs and quotes for purchasing new vehicles.



#### Human Resources Department Monthly Report - January 2019

#### **POSITION CONTROL**

Positions approved by BOC: 478

• # of filled F/R Positions: 273

• # of filled F/T Positions: 0

# of filled Grant Funded Positions: 15

• # of filled P/R Positions: 36

• # of filled P/T Seasonal Positions: 11

• # of Supplemental Positions: 54

# of Vacant Positions: 62#of Frozen Positions: 27

% of Budgeted/Actual Positions: 81%

#### **ADDITIONAL INFORMATION**

FMLA/LOA tracking: 3

WC and/or P & L Claims filed: 5
Unemployment Claims received: 1
Performance Evaluations received: 21

#### **HIGHLIGHTS**

#### Positions Advertised/ Posted: 4

- Family Connection- Underage Drinking Prevention Coordinator
- Emergency Services- Firefighter/EMT
- Parks & Rec.- Athletic Assistant
- Parks & Rec.- Maintenance Worker

#### **Applications Received: 28**

#### New Hires added into system: 6

- Laura Fulcher- Administration
- Erica D'Amico- Human Resources
- Devon Cox- Public Works
- Jeff Moore (Re-Hire)- Sheriff's Office
- Margie Lynn Reed- Superior Court
- Lisa Sexton- Treatment Court

#### **Terminations Processed: 7**

- Keith Chapman- Emergency Services
- Dustin Hawkins- Emergency Services
- James Key- Emergency Services
- Zachary Vaughan- Emergency Services
- Richard Anthony- Sheriff's Office
- Donna Bennett- Sheriff's Office
- Tim Miller- Superior Court

#### **Additional Highlights for January**

- Hosted a Blood Drive in conjunction with LifeSouth
- Finished "Maintain Don't Gain" Program with 21 participants
- Finished annual Affordable Care Act reporting
- HR Director Yarbrough attended "Dealing with

People" Seminar in Gainesville



<u>Information Technology – January 2019</u>

Calls for Service: 144

• Service Calls Completed: 144

#### **Highlights**

• Worked with Duplicating Products on copier project

• Worked with Purchasing and Sheriff Dept. regarding CAD upgrade





#### **DAWSON COUNTY**

# Planning and Development Marshal's Office Code Enforcement/Animal Control Monthly Report

January, 2019

Alcohol License Establishment Inspections: 0

Alcohol Pouring Permits Issued: 33

Animal Control Calls Handled: 54

Animal Bites to Humans Investigated: 2

Animals Quarantined: 2

Animals Taken to DC Humane Society: 15

Dangerous Dog Classifications: 0

Citations Issued: 1

Code Enforcement Complaint Calls/In Field Visits: 30

After Hour Calls: 0

E-911 Addresses Issued: 62

Dawson County Government Center 25 Justice Way Suite 2322 Dawsonville, GA 30534 Phone 706-344-3500 x42334 Fax 706-531-2729

# Dawson County Est. 1857

#### **Dawson County Board of Commissioners**

#### Planning and Development Monthly Report – January 2019

#### Total Building permits Issued

- o January 2019: 54
- o YTD 2019: 54
- o Single Family New Homes: 27
- o Commercial Buildings: 9

#### • Business Licenses Issued:

- o January 2019: 263
- o YTD 2019: 263

#### • Total Building Inspections Completed:

- o January 2019: 550
- o YTD 2019: 550

#### • Variances/Zonings Processed:

- o January 2019: 3
- o YTD 2019: 12

#### Plats Reviewed:

- o January 2019: 8
- o YTD 2019: 8

#### Total Civil Plan Review Meetings: 1

- o YTD 2019: 1
- Total Building Plan Review Meetings: 2
  - o TD 2019: 2

#### • Impact Fee Collection

- o January 2019: \$113,073.63
- o Commercial: \$15,280.99
- o YTD 2019: \$113,073.63

# Dawson County Est. 1857

#### **Dawson County Board of Commissioners**

#### Parks and Recreation Monthly Report – January 2019

#### Youth Sports Participants

- o January 2019: 1,095 up 6.1% compared to same month last year
- YTD 2019: 1,095 up 6.1% compared to last year

#### • Facility Rentals/Bookings/Scheduled Uses:

- o January 2019: 708 up 4.4% compared to same month last year
- o YTD 2019: 708 up 4.4% compared to last year

#### Adult and Youth Wellness and Specialty Program Participation:

- January 2019: 264 down 3.6% compared to same month last year
- O YTD 2019: 264 down 3.6% compared to last year

#### • Total Customers Served:

- o January 2019: 2,067 up 4.2% compared to same month last year
- o YTD 2019: 2,067 up 4.2% compared to last year

#### **HIGHLIGHTS**

#### **Park Projects:**

- Phase 2 of documentation underway for War Hill Park Grant proposal.
- Veterans Memorial Lloyd Crane Rec Center redesign and construction is looking great and making excellent progress.
- In the process of filling the part-time Maintenance position and full-time Athletic Assistant position.
- Replacing the perimeter fencing at Rock Creek Park and Veterans Memorial Park in the very near future.

#### **Athletic and Program Summary:**

- Additional specialty programs for the month included dance classes, adult Boot Camp, adult F.I.T. class, adult Tai Chi, and adult Yoga.
- Travel Teams will resume practices/games in the near future.
  - 12 total teams registered (baseball, softball, basketball)
- Regular season basketball games have ended and we are now in the all-star season.

• District tournaments for basketball all-stars are scheduled for February 21-23, 2019. We will have 5 teams representing Dawson County at these tournaments, which are scheduled in Barrow, Habersham, and Jackson counties.

#### On the Horizon:

- Swim Team registration begins February 8<sup>th</sup>.
- Battle of the Best Relay for Life Basketball Tournament is February 8<sup>th</sup>-10<sup>th</sup>.
- Spring Sports Registration for baseball, softball, t-ball, track, and volleyball ends February 11th.
- We're implementing a new program for the adults with disabilities in our community beginning February 21<sup>st</sup>: EPIC (Exceptional People In our Community). The program will offer games, arts/crafts, etc on the 3<sup>rd</sup> Thursday of each month. Modern Woodmen of America is sponsoring this program, making it available at no cost to our department or the participants.
- We're offering "open play" for Pickleball, beginning in March. We will designate days/times for the indoor basketball courts at Rock Creek to be converted to pickleball courts for the public to come in and play at their leisure.
- Our Relay for Life team will be holding our annual Miss Relay for Life beauty pageant on March 3<sup>rd</sup> at the Dawson County Middle School auditorium.
- Spring Sports Opening Day is scheduled for March 23<sup>rd</sup> at Rock Creek.



Public Works Monthly Report – January 2019

#### **ROADS:**

Work Orders: 84Gravel: 699.17 tons

#### **PROJECT MANAGEMENT:**

- Blacks Mill Bridge pre-construction meeting completed and continuing utility coordination
- Dawson Forest Wing Wall-has been completed
- Lumpkin Campground/HWY 53-construction has commenced
- Veteran's Memorial Park Gym Renovation has commenced
- Public Works Complex final construction drawings completed, construction to commence January 1<sup>st</sup>-currently acquiring permits
- The 2018 MS4 Annual Report has been submitted

#### TRANSFER STATION:

Solid Waste: 581.10 TonsRecycling: 17.63 Tons

• Recycling scrap metal: 2.66 Tons

# Dawson County Est. 1857

#### **Dawson County Board of Commissioners**

<u>Dawson County Senior Services Monthly Report – February 2019</u>

#### **SENIOR CENTER**

- Home Delivered Meals Served
  - o January 2019: 1,994 up 40% compared to same month last year
  - o YTD 2019: 1,994
- Congregate Meals Served
  - o January 2019: 555 up 19% compared to same month last year
  - o YTD 2019: 555
- Physical Activity Participation (Tai Chi, Silver Sneakers, individual fitness)
  - January 2019: 368 down 12% compared to same month last year
  - o YTD 2019: 368
- Lifestyle Management Participation (art, bridge, bingo, awareness, prevention)
  - January 2019: 247 up 5% compared to same month last year
  - o YTD 2019: 247

#### **TRANSIT**

- DOT Trips Provided
  - o January 2019: 302 up 3% compared to same month last year
  - o YTD 2019: 302
- Senior Trips Provided
  - January 2019: 546 down 4% compared to same month last year
  - o YTD 2019: 546
- # of Miles
  - January 2019: 6,198 down 1% compared to same month last year
  - o YTD 2019: 6,198
- Gallons of Fuel
  - January 2019: 740 down 1% compared to same month last year
  - o YTD 2019: 740

#### **HIGHLIGHTS**

#### **January Meetings & Events:**

- January 9 Dawn Pruett was the guest speaker for the Family Connection Collaborative Meeting and discussed Dawson County Transit.
- January 14 Hosted meeting at Senior Center with county directors and staff on new senior center and upgrades to Veteran's Park. Included were Wakefield and Beasley, Architect and Engineers.
- January 15 CDBG Meeting at the courthouse to review check off list for grant.
- January 22 Dawn Pruett and Tammy Loggins attend the quarterly director's meeting at Legacy Link in Oakwood.
- January 24 Dawn Pruett attended the annual kick off meeting for Family Connection that was held at Rock Creek Park.

#### **Special Dates Coming Soon:**

- February 4: Hypertension Presentation
- February 5: Hearing Screenings
- February 6: Dollar General
- February 8: Special Singing with the Spicer Family
- February 11: Bingo
- February 12: Nutrition Education with Michelle
- February 13: Walmart
- February 14: Valentine's Party
- February 19: Visit to the Bowen Center
- February 20: Dollar Tree and Health Education with Dedri
- February 25: Bingo with Georgia Mtn Hospice
- February 26: Today's Seniors with Dawn & Krista
- February 27: Walmart
- February 7, 14, 21, 28: Sit and Stretch
- February 1, 8, 16, 22: Bible Study
- Silver Sneakers Classes on Tuesday and Thursdays
- Art Class on Thursday and Friday
- Special Music on Friday

COMPANY NAME	DEPARTMENT RECEVING SERVICE	DELIVERABLES	Total Cost	DATE OF SIGNATURE
Everlast Construction Group	Parks/Recreation	Amendment to the Add Alternate added pressure wash existing metal, paint entire gym w/Sherwin Williams high performance acrylic semi gloss beige paint, spot prime rusted areas before painting and install a backer/pan box behind building letters due to the wavy construction of metal for better presence.	\$42,576.80 - \$43,200.00 previously approved by the BOC on 11/15/2018	2/4/2019
Tri Scapes	Public Works	GATEway Landscape ered by the GATEway GDOT cing sod quantity from at cost of \$12,453.41.	\$116,246.85 previously approved by the BOC on 12/20/2018 for total project.	2/5/2019
McArthur Electrical, Inc	Facilities	Contractor to rent/own all needed equipment. Some services will be panel board upgrades and repairs, troubleshooting and testing, lighting systems, electrical installation and repairs, defective conductors, motors and controls.	A typical 2-hour job for electrician and helper would be \$274.100 per hour, which includes a one-time, flat rate service call fee of \$60.00. Time and travel is included in service McArthur for signature on 2/8/2019.	Contract has been forwarded to McArthur for signature on 2/8/2019.
Jarrard & Davis, LLP	County-wide	Amended contract length to December 31, 2019 and amended pricing to \$200.00 for all attorneys per hour and \$100.00 per hour for paralegals. This is a savings of \$25.00 an hour overall.	Unknown at this Time	Amendments were agreed upon on 2/11/2019. If pleases the Board, I would request the accompanying resolution is placed on the 2/21/2019 voting session.

# CONTRACTS SIGNED BY COUNTY MANAGER 2019

