DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, FEBRUARY 21, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

Minutes of the Voting Session held on February 7, 2019
Minutes of the Work Session held on February 14, 2019

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. UNFINISHED BUSINESS

1. Presentation and Consideration of a Resolution Extending Agreement with Interim County Attorneys- County Manager David Headley *(Discussed at the January 24, 2019, Work Session)*

I. NEW BUSINESS

1. Consideration of FY 2019 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties
2. Consideration of FY 2019 State Public Defender Contract
3. Consideration of 2019 Charity Boot Drives
4. Consideration of Special Event Business License Application - *Motorcycle Event*
5. Consideration of Request to Accept Geographic Information System Summer Intern Grant
6. Consideration of New Proposed Recycling Agreement with Advanced Disposal
7. Consideration of Request for Highway 53 / Lumpkin Campground Road Intersection Improvement Project Budget
8. Consideration of a Resolution Approving Legal Services Agreement to Retain Blasingame, Burch, Garrard & Ashley, P.C. as Special Legal Counsel in Opioid Litigation
9. Consideration of Reducing Impact Fees on Commercial Businesses
10. Consideration of Settlement Agreement with Hodges-Mace LLC to Resolve Contract Claim
11. Consideration of Resolution of Censure

J. PUBLIC COMMENT

K. ADJOURNMENT

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.

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – FEBRUARY 7, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM

ROLL CALL: Those present were Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County. Chairman Thurmond was not present.

INVOCATION: Vice Chairman Satterfield

PLEDGE OF ALLEGIANCE: Vice Chairman Satterfield

ANNOUNCEMENTS:
Commissioner Nix announced that the Georgia Department of Transportation is surveying at Dawson Forest Road and Highway 9 South for a double roundabout.

Commissioner Gaines announced that the Leap for Literacy event will be held at War Hill Park on February 23, 2019.

APPROVAL OF MINUTES:
Motion passed unanimously to approve the Minutes of the Voting Session held on January 17, 2019. Nix/Gaines

Motion passed unanimously to approve the Minutes of the Work Session held on January 24, 2019. Fausett/Gaines

APPROVAL OF AGENDA:
Motion passed unanimously to approve the agenda with the following change:

- Addition of Item No. 1 under Unfinished Business:
  - Notice of Possible Intention to Rescind the November 1, 2018, Denial of the Alcohol License Application from Blackrock Food Service LLC d/b/a Crave Hot Dogs & BBQ

Nix/Fausett

PUBLIC COMMENT:
None

ALCOHOL LICENSE:
New Alcohol License (Retail Package Sale of Beer and Wine) - SHLOK Business LLC d/b/a War Hill Food Mart
Motion passed unanimously to approve the New Alcohol License (Retail Package Sale of Beer and Wine) - SHLOK Business LLC d/b/a War Hill Food Mart. Gaines/Nix

PUBLIC HEARING:

Capital Improvements Element Annual Update (1st of 1 hearing)

Planning & Development Director Jameson Kinley said the Department of Community Affairs requires a public hearing on the Capital Improvements Element Annual Update. He said the work program portion of the document was approved by the Board of Commissioners in July 2018 and that "this is just a review of the finances from 2017, which we actually did not collect any impact fees, so it's just a lot of zeros."

Vice Chairman Satterfield opened the hearing by asking if there was anyone present who wished to be heard on the Capital Improvements Element Annual Update and, hearing none, closed the hearing.

Motion passed unanimously to approve the Capital Improvements Element Annual Update. Nix/Gaines

UNFINISHED BUSINESS:

Notice of Possible Intention to Rescind the November 1, 2018, Denial of the Alcohol License Application from Blackrock Food Service LLC d/b/a Crave Hot Dogs & BBQ

County Attorney Davis presented this item, which will move forward to the February 14, 2019, Voting Session Agenda for consideration.

Appointment of County Clerk (tabled from the January 17, 2019, Voting Session)

Motion passed unanimously to reappoint Kristen Cloud as County Clerk. Gaines/Fausett

NEW BUSINESS:

Consideration of FY 2019 Legacy Link Nutrition Program Services Addendum No. 2

Motion passed unanimously to approve the FY 2019 Legacy Link Nutrition Program Services Addendum No. 2. Nix/Gaines

Consideration of Community Development Block Grant Language Access Plan Update

Motion passed unanimously to approve the Community Development Block Grant Language Access Plan Update. Fausett/Nix

Consideration of Professional Exemption Request for Interim County Attorney / Legal Services

Motion passed unanimously to approve the Professional Exemption Request for Interim County Attorney / Legal Services (Jarrard & Davis, LLP) and to reallocate $106,385 from the budget line items that were associated with salary and benefits of the county's previous in-house counsel to the Professional Services-Attorney line item in the 2019 budget. Gaines/Nix

Consideration of Board Appointments:

- ***Joint Development Authority***
    - *Christie Haynes Moore- reappointment (Term: February 2019 through December 2022)*
    - *John Drew- reappointment (Term: February 2019 through December 2022)*
    - *Betsy McGriff- replacing Dan Tennant (Term: February 2019 through December 2022)*

Motion passed unanimously to reappoint Christie Haynes Moore and John Drew to the Joint Development Authority with terms of February 2019 through December 2022 and to appoint Betsy McGriff to the Joint Development Authority with a term of February 2019 through December 2022. Gaines/Nix

Consideration of Grant Application Procedures
Motion passed unanimously to approve the Grant Application Procedures, with this approval set forth in a resolution executed by the Board of Commissioners. Fausett/Nix

PUBLIC COMMENT:
None

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Backup material for agenda item:

Minutes of the Work Session held on February 14, 2019

DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – FEBRUARY 14, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM

Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County.

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

Motion passed unanimously to approve the Rescission of November 1, 2018, Denial of the Alcohol License Application from Blackrock Food Service LLC d/b/a/ Crave Hot Dogs & BBQ.
Gaines/Satterfield

Motion passed unanimously to approve the Issuance of Alcohol License (Retail Consumption on Premises of Beer and Wine) - Blackrock Food Service LLC d/b/a Crave Hot Dogs & BBQ, with the following stipulations:

1. There will be constructed a physical barrier of at least 3 feet in width to separate the public from any dispenser of alcohol.
2. Guests are prohibited from self-service of alcohol.
3. All requirements for licensed pourers will be strictly followed.
4. All requirements related to obtaining permits for construction of the barrier shall be strictly followed.

Gaines/Satterfield

NEW BUSINESS

1. Presentation of FY 2019 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties- Public Defender Brad Morris
   This item, presented by Evi Turk of the Public Defender's Office, will be placed on the February 21, 2019, Voting Session Agenda.

2. Presentation of FY 2019 State Public Defender Contract- Public Defender Brad Morris
   This item, presented by Evi Turk of the Public Defender's Office, will be placed on the February 21, 2019, Voting Session Agenda.

3. Presentation of 2019 Charity Boot Drives- Emergency Services Director Danny Thompson
   This item will be placed on the February 21, 2019, Voting Session Agenda.

4. Presentation of Special Event Business License Application - *Motorcycle Event* - Planning & Development Director Jameson Kinley
   This item will be placed on the February 21, 2019, Voting Session Agenda.

5. Presentation of Request to Accept Geographic Information System Summer Intern Grant- Planning & Development Director Jameson Kinley
   This item will be placed on the February 21, 2019, Voting Session Agenda.

6. Presentation of Staff Response to Citizen's Reported Concerns- Public Works Director David McKee
   This item was for information only.

7. Presentation of New Proposed Recycling Agreement with Advanced Disposal- Public Works Director David McKee
   This item will be placed on the February 21, 2019, Voting Session Agenda.

8. Presentation of Request for Additional Funds for Highway 53 / Lumpkin Campground Road Intersection Improvement Project- Public Works Director David McKee
   This item will be placed on the February 21, 2019, Voting Session Agenda.

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
   This item will be placed on the February 21, 2019, Voting Session Agenda.

10. Discussion of Parks & Recreation Programs- Parks & Recreation Director Matt Payne
    This item was for information only.

11. Discussion of Impact Fees on Commercial Businesses- Chairman Thurmond
    Chairman Thurmond asked Dawson County Chamber of Commerce President Christie Moore to address the Board of Commissioners. Moore asked the board to consider reducing the percentage of maximum allowed impact fees in the roads and public safety categories from 100 percent to 25 percent, as those are the only two categories that apply to commercial entities.
    This item will be placed on the February 21, 2019, Voting Session Agenda.

12. County Manager Report
    This item was for information only.

13. County Attorney Report
    This item was for information only.

EXECUTIVE SESSION

Motion passed unanimously to enter into Executive Session to discuss personnel and litigation. Gaines/Satterfield

Motion passed unanimously to come out of Executive Session. Gaines/Fausett

APPROVE: ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Backup material for agenda item:

1. Presentation and Consideration of a Resolution Extending Agreement with Interim County Attorneys- County Manager David Headley *(Discussed at the January 24, 2019, Work Session)*

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: County Manager

Work Session: 01/24/2019

Prepared By: Melissa Hawk

Voting Session: 02/21/2019

Presenter: David Headley

Public Hearing: Yes x No _____

Agenda Item Title: Resolution for Interim Legal Services for Dawson County

Background Information:

The County Manager and the BOC retained Jarrard & Davis, LLP to serve as interim Dawson County Attorneys for a period of 60 days, at the rates of $250.00 for partner per hour; $200.00 for associate per hour; and $75.00 for paralegal per hour.

Current Information:

The BOC expressed its wish to extend the services of Jarrard & Davis, LLP through December 31, 2019, as the County Interim Attorneys. An agreement was entered into by the County Manager and Jarrard & Davis, LLP for said services for the desired timeframe at the following rates: $200.00 for all attorneys per hour and $100.00 for paralegal per hour.

Budget Information: Applicable: x Not Applicable: _____ Budgeted: Yes ___ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1530	521201				

Recommendation/Motion: To approve and adopt a resolution for Jarrad & Davis, LLP to serve as Interim Dawson County Attorneys.

Department Head Authorization: David Headley

Date: 02/12/2019

Finance Dept. Authorization: ___Vickie Neikirk_____

Date: __2/14/19___

County Manager Authorization: ___DH_____

Date: 2/14/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Resolution

RESOLUTION APPOINTING COUNTY ATTORNEYS

NOW, THEREFORE, BE IT ORDAINED BY THE DAWSON COUNTY BOARD OF COMMISSIONERS that this Resolution reflects the agreement of the Board that Jarrard & Davis, LLP ("J&D") are hereby appointed to serve as County Attorneys. This appointment shall in no event give rise to a multi-year agreement for services; and this appointment may be terminated at any time by the Board of Commissioners with or without cause.

1. Designated Areas of Responsibility

J&D shall be responsible for the general legal representation of Dawson County and all of its agencies, employees, constitutional officers, elected officials, and departments irrespective of the nature or type of legal matter involved, and specifically including but not limited to matters of litigation, property acquisition, zoning, contract review and negotiation, and general counsel and advice as may be assigned by the Client. (The "Representation").

2. Rate of Fees

The Representation as defined above shall be provided at a billable rate of $200.00 per hour for attorneys, and $100.00 per hour for paralegal services.

3. Bond Counsel

This Resolution shall entitle J&D to select lead bond counsel and serve as local counsel for any bond issues the County, or any other entity for whom the Board of Commissioners has authority to appoint counsel, pursues. The transactional fee incurred as local bond counsel shall be set at a commercially reasonable rate in conjunction with bond counsel. J&D shall not bill, an hourly rate for local counsel bond work, unless the bond does not close.

4. Conflict Counsel

In the event that J&D is presented with a legal conflict on a certain matter for which J&D has responsibility, the Board upon becoming apprised of such conflict by J&D, shall appoint different counsel to handle the matter in resolution of the conflict. J&D is authorized to provide a recommendation regarding selection of conflict counsel and, absent unusual circumstances, conflict counsel shall charge a rate that is the same or less as that set forth in paragraph 2.

5. Expenses and Billing

The J&D billing policies are attached hereto and correspondingly approved. Expenses incurred such as computerized research, postage, copying, transcripts, court reporters, expert witness fees, and other out-of-pocket expenses shall be billed directly to the County.

6. Termination

This appointment may be terminated at any time, with or without cause, upon vote of the Dawson County Board of Commissioners to so terminate.

SO APPOINTED, this ____ day of _____, 2019.

DAWSON COUNTY BOARD OF COMMISSIONERS

_____

Billy Thurmond, Chairman

Agreed to and Accepted by:

JARRARD & DAVIS, LLP

_____

Ken E. Jarrard, Partner

_____

Angela E. Davis, Partner

STATEMENT OF CLIENT POLICIES

Our Firm's standard policies provide for billing for our legal services on a monthly basis. Our invoices include a description of the services performed by attorneys or paralegals on a legal project. Also, we include a list of out-of-pockets expenses, which may include copying, online research, postage, filing fees, and other costs. Jarrard & Davis, LLP bills in 1/10 of an hour increments. Thus, 0-6 minutes of attorney or paralegal time is billed as a .1, 6:01 — 12 minutes is billed as a .2 and so forth.

Payment of an invoice is due within thirty (30) days from receipt by a client. We reserve the right to impose an interest charge at a rate of one and one-half percent (1'/2 %) per month on the outstanding balance of an account. We encourage our clients to contact us if they have any questions regarding an invoice or the performance of our legal services.

Our fees for legal services are based on the amount of time expended by an attorney or paralegal on a project, to include travel time. Where possible, we attempt to have a matter addressed by an attorney or paralegal at the lowest possible billing rate, keeping in mind the risk level and complexity of an assignment.

In the case of a new client or a special project (which may include such matters as large corporate transactions, litigation. or arbitration, or projects which require immediate attention), we may request an advance or special retainer. Also, in these cases, we may arrange with our client an alternate arrangement for payment, such as at the closing of a transaction.

We look forward to working with your company and encourage you to contact us if you have any questions regarding these policies,

JARRARD & DAVIS ELECTRONIC RESEARCH BILLING POLICY

Jarrard & Davis, LLP currently uses Westlaw/WestlawNext as its electronic research provider. Westlaw/WestlawNext is a subscription based service that requires payment of a fixed monthly rate that is based upon the number of users and the scope of services used. Our monthly cost for the subscription to this service is allocated to each Client/matter based on the number of transactions and the source database used for the research. Additional costs for research performed outside of our monthly subscription plan are charged to the related Client/matter. Jarrard & Davis, LLP tries to limit "out of plan" research outside whenever possible, and resorts to "out of plan" research only if such research is determined to be in the best interest of the client. No additional charges are added to the allocated research fee. Jarrard & Davis, LLP only bills the cost of our monthly electronic research fee, based on the method described above, less any "firm" or "in-house" research. Any research for in-house or "firm" related matters are not allocated to our clients.

Backup material for agenda item:

1. Consideration of FY 2019 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 2/14/19

Prepared By: EVI TURK

Voting Session: 2/21/19

Presenter: BRAD MORRIS

Public Hearing: Yes X No _____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2018 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005 to share the cost of two employees equally. The employees are Hall County employees, and pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA

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 2019 IGA with Hall County.

Department Head Authorization: Bradford Morris Jr. Date: 1/31/19

Finance Dept. Authorization: Vicki Neikirk Date: 2/1/19

County Manager Authorization: DH Date: 2/1/19

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

2019 IGA

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 2/14/19

Prepared By: EVI TURK

Voting Session: 2/21/19

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes X No ____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2019 STATE PUBLIC DEFENDER CONTRACT

Background Information:

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:

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 ____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	$187,311.00	$187,311.00	$187,311.00	0

Recommendation/Motion: Move to approve the 2019 Contract with the GPDC.

Department Head Authorization: _____ Date: 1/31/19

Finance Dept. Authorization: Vickie Neikirk Date: 2/1/19

County Manager Authorization: DM Date: 2/2/19

County Attorney Authorization: ____ Date: ____

Comments/Attachments:

Attachment - INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY (CY 2019)

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 1st 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.

This _____day of_____, 2019.

DAWSON COUNTY, GEORGIA

BY:_____
Billy Thurmond, Chairman
Dawson County Board of Commissioners

ATTEST:

_____
Kristen Cloud, County Clerk

HALL COUNTY, GEORGIA

BY:_____
Richard Higgins, Chairman
Hall County Board of Commissioners

ATTEST:

_____
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

Backup material for agenda item:

2. Consideration of FY 2019 State Public Defender Contract

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 2/14/19

Prepared By: EVI TURK

Voting Session: 2/21/19

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes X No _____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2019 STATE PUBLIC DEFENDER CONTRACT

Background Information:

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:

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 _____

Fund	Dept	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	$187,311.00	$187,311.00	$187,311.00	0

Recommendation/Motion: Move to approve the 2019 Contract with the GPDC.

Department Head Authorization: _____ Date: 1/31/19

Finance Dept. Authorization: Vickie Neikirk Date: 2/1/19

County Manager Authorization: DA Date: 2/2/19

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

Attachment - INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY (CY 2019)

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, 2nd 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.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by 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 5th 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 15th 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 33.214%	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. Consideration of 2019 Charity Boot Drives

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: **Emergency Services** Work Session: **02.14.19**

Prepared By: **Danny Thompson** Voting Session: **02.21.19**

Presenter: **Danny Thompson** Public Hearing: Yes _____ No **X**

Agenda Item Title: **Request to consider Charity Boot Drives for 2019**

Background Information:

Dawson County Emergency Services requests the BOC approve to partner with the Georgia Firefighters Burn Foundation, Muscular Dystrophy Association and KARE for Kids for boot drives.

Current Information:

With approval, we request the following dates for boot drives to be held at various locations throughout Dawson County:

- Burn Foundation- May 23, 24 and 25 from 9-11 am and 4-6 pm
- Muscular Dystrophy Association- August 29, 30 and 31 from 9-11 am and 4-6 pm
- KARE for Kids- November 29 and 30 from 9-11 am and 3-5 pm

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: FDT Date: 01/24/19

Finance Dept. Authorization: Vickie Neikirk Date: 2/4/19

County Manager Authorization: DH Date: 2/8/19

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

Backup material for agenda item:

4. Consideration of Special Event Business License Application - *Motorcycle Event*

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: P&D

Work Session: 02.14.19

Prepared By: hg

Voting Session: 02.21.19

Presenter: J. Kinley

Public Hearing: Yes _____ No x

Agenda Item Title: Presentation of Special Event Business License for Joe Anderson

Background Information:

This is an application for a Special Event Business License for Joe Anderson. Mr. Anderson will be hosting a motor cross event on his property on April 13-14, 2019.

Current Information:

Budget Information: Applicable: _____ Not Applicable: x Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: ____

Date:

Finance Dept. Authorization: Vickie Neikirk

Date: 2/12/19

County Manager Authorization: DH

Date: 2/12/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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 pre-application 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

TMP 117 001 001 Acreage of the request 200ac plus 20ac for spectators

ZONING OF THE PROPERTY RA

911 Street address of property: 1654 Auraria Rd.

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 Joe Anderson

Address 1654 Auraria Rd.
Dawsonville Ga. 30534

Phone 706-974-8232

Email Address joeFbw@gmail.com

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 Same as applicant

Address

Phone

Special Event Business License Application

LL 407 LO 13-N

TMP 117 001 001 Acreage of the request 200ac plus 20ac for spectators

ZONING OF THE PROPERTY RA

911 Street address of property: 1654 Acuaria Rd.

Submittal Date _____ Time _____ am pm Rec'd. By _____
Staff initials

Board of Commissioners Work Session Date: 2-14-19
(if applicable)

Board of Commissioners Meeting Date: 2-21-19
(if applicable)

Applicant Information
(Authorized Representative)

Printed Name Joe Anderson

Address 1654 Acuaria Rd.
Dawsonville Ga. 30534

Phone 706-974-8232

Email Address joeftbw@gmail.com

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 Same as applicant

Address

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) Joe Anderson, DO SOLEMNLY 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

I HEREBY CERTIFY THAT JOE ANDERSON 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.

THIS 23RD DAY OF January 2019.

MARGARET A. HONN
Notary Public, Georgia
Dawson County
My Commission Expires
August 12, 2020

Notary Public

FOR OFFICE USE ONLY:	APPROVALS:	DATE:
Chairman, Commissioners	Board of	
Sheriff		
Emergency	Services	
Environmental	Portable toilet(s) permit attached Health	2/7/19
County Marshal		
Planning	Director	
County Manager		

Requested Action & Details of Proposed Use
(Continued)

Is there any potentially dangerous or hazardous activity? ☐ Yes ☐ No
If yes, please describe _____

_____

_____

Will any national or local celebrity be participating in the event? ☐ Yes ☐ No
If yes, provide name and describe type of participation _____

_____

_____

Will there be any media coverage? ☐ Yes ☐ No
If yes, provide name(s) of media and describe type of coverage _____

_____

_____

Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County Marshal, or other county personnel? ☐ Yes ☐ No
If yes, describe _____

_____

_____

Note that as a condition on the issuance of a temporary special event business license, the license holder shall indemnify and hold Dawson County harmless from claims, demand, or cause of action that may arise from activities associated with the special event.

Property Information

911 Street Address of Property 1654 Auraria Rd.

Directions to Property 400 north to Hwy 136, turn left, go 100 yds & take first right on Auraria Rd, go 2 mls to 1654 on right.

Tax Map & Parcel # (TMP) 117-001, 117-001-001 & 117-001-002

Land Lot(s) 407, 450, 451, 452 District 01 Section

Commission District # 3 ~~Jimmy Hamby~~ TIM SATTERFIELD

Subdivision Name N/A Lot #

Current Zoning RA Current Use of Property Residence, farm, timber & recreation
(Example: residence, farm, commercial)

SURROUNDING ZONING:

North RA South RA

East RA West RA

PROPOSED ACCESS:

Access to the development will be provided from:

Road Name Auraria Rd.

Type of Road Surface Paved asphalt to gravel once off Auraria

SITE PLAN: Attach detailed site plan.

Site plan notes: People will enter my pasture off Auraria Rd. to park & view the event then back onto Auraria Rd.

Requested Action & Details of Proposed Use

Special Event Business License for Motorcycle event where participants compete on a trail thru my property and spectators can watch them.

DATE (S) OF THE EVENT April 13-14, 2019

Anticipated Attendance 400-500 people

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 Ga & Northside Quick Care

Distance to Clinic: 6 mls

Total # of Toilet Fixtures Provided: 8

Total # of Public Water Fountains: 3

Proposed Hours of Operation: (See page 5 for times not permitted to operate.)

M-F

Sat 9am - 5pm

Sun 8am - 5pm

Is there a charge for admission, a ticket, or a tour? [✓] Yes [ ] No

Is there a temporary tent structure? [ ] Yes [✓] No
If yes, what is the square footage? _____

Are food vendors participating in the event? | Yes | [✓] No
If yes, are they licensed by the Environmental Health Department? Yes No
(Provide copy of licenses)
If yes, how many vendors will participate? _____

Will alcohol be served or sold during the event? | Yes [✓] No
If yes, what type? [ ] Beer [ ] Wine Liquor

Requested Action & Details of Proposed Use

Special Event Business License for Motorcycle event where participants compete on a trail thru my property and spectators can watch them.

DATE (S) OF THE EVENT April 13-14, 2019

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Proposed Hours of Operation: (See page 5 for times not permitted to operate.)

M-F

Sat 9am-5pm

Sun 8am-5pm

Is there a charge for admission, a ticket, or a tour? [✓] Yes [ ] No

Is there a temporary tent structure? [ ] Yes [✓] No
If yes, what is the square footage? _____

Are food vendors participating in the event? | Yes | [✓] No
If yes, are they licensed by the Environmental Health Department? Yes No
(Provide copy of licenses)
If yes, how many vendors will participate? _____

Will alcohol be served or sold during the event? | Yes [✓] No
If yes, what type? [ ] Beer [ ] Wine Liquor

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) Joe Anderson, DO SOLEMNLY 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

I HEREBY CERTIFY THAT JOE ANDERSON 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.

THIS 23RD DAY OF January 2019.

MARGARET A. HONN
Notary Public, Georgia
Dawson County
My Commission Expires
August 12, 2020

Notary Public

FOR OFFICE USE ONLY:	APPROVALS:	DATE:
Chairman, Commissioners	Board of	
Sheriff		See attached
Emergency	Services	
Environmental	Health	
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 oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

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THIS 23RD DAY OF January 2019.

MARGARET A. HONN
Notary Public, Georgia
Dawson County
My Commission Expires
August 12, 2020

Notary Public

FOR OFFICE USE ONLY:	APPROVALS:	DATE:
Chairman, Board of Commissioners		
Sheriff		1-23-2019
Emergency Services		
Environmental Health		
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 oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

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MARGARET A. HONN
Notary Public, Georgia
Dawson County
My Commission Expires
August 12, 2020

Notary Public

FOR OFFICE USE ONLY:	APPROVALS:	DATE:
Chairman, Commissioners	Board of	
Sheriff		
Emergency	Services	01/24/2019
Environmental	Health	
County Marshal		
Planning	Director	
County Manager		

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 dangerous or hazardous activity? ☐ Yes ☐ No
If yes, please describe _____

Will any national or local celebrity be participating in the event? ☐ Yes ☐ No
If yes, provide name and describe type of participation _____

Will there be any media coverage? ☐ Yes ☐ No
If yes, provide name(s) of media and describe type of coverage _____

Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County Marshal, or other county personnel? ☐ Yes ☐ No
If yes, describe _____

Note that as a condition on the issuance of a temporary special event business license, the license holder shall indemnify and hold Dawson County harmless from claims, demand, or cause of action that may arise from activities associated with the special event.

PROPERTY OWNER AUTHORIZATION

I / we Joe Anderson hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

Address: 1654 Auraria Rd. Dawsonville Ga. 30534

TMP: 117-001, 117-001-001, 117-001-002

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 Joe Anderson

Signature of applicant or agent _____ Date 1-23-19

Mailing address 1654 Auraria Rd.

City, State, Zip Dawsonville, Ga. 30534

Telephone Number 706-974-8232

Printed Name of Owner(s) JOE ANDERSON

Signature of Owner(s) _____ Date 1-23-19

Notary Public Margaret A. Honn Date 1-23-19

MARGARET A. HONN
Notary Public, Georgia
Dawson County
My Commission Expires
August 12, 2020

Notary Seal

(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.)

LOCATION: Special event
TENDER: 20.00
CR

DAWSON COUNTY SHERIFF'S OFFICE

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

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: 1-23- **Authorization good for:** ☐ 7 ☐ 30 ■ 60 ☐ 90 ☐ 180 days

Agency requesting criminal history (name and phone #): PLANNING & DEVELOPMENT DEPT

Full name: Joe Andrew Anderson **Phone #:** 7069748232

Address: 1654 Auraria Rd. Dawsonville Ga. 30534

SSN: _____ *Providing your SSN is voluntary. SSN helps confirm your identity and history*

DOB: 1-25-73 **Sex:** M **Race:** White **State of birth:** Ga.

Height: 5'11" **Weight:** 185 **Hair:** Brown **Eyes:** Blue

Individual(s) authorized to receive criminal history: D. CALLAHAN, N. McCALL, M. HONN, G. SMITH, B. GRINDLE H. Gee

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 ☐ E ☐ F ☐ J ☐ M ☐ N ☐ P ☐ U ☐ W ☐ Z

Case number or criminal history number used: _____

Date of inquiry: _____ Time of inquiry: _____ Operator's initials: _____

SIGNATURE OF APPLICANT

Margaret A Honn
NOTARY SIGNATURE
NOTARY STAMP

SIGNATURE OF RECEIVING PERSON

STATE OF GEORGIA NOTARY PUBLIC MARGARET A. HONN Notary Public, Georgia Dawson County My Commission Expires August 12, 2020

STATE OF GEORGIA NOTARY PUBLIC MARGARET A Notary Public, Dawson Co My Commiss August 1

Dawson County Marshal's Office

25 Justice Way, Suite 2322

Dawsonville, GA 30534

Phone: 706-344-3232

Permit #: 201924781

Employee Permit

Issue Date: 01/23/2019

Expires: 01/23/2020

Name: Joe A Anderson

Company: Special Event - Motorcycle Enduro Race

Address:

, GA

Phone: (706)974-8232

61

Fees / Payments:

Fee: Background Check

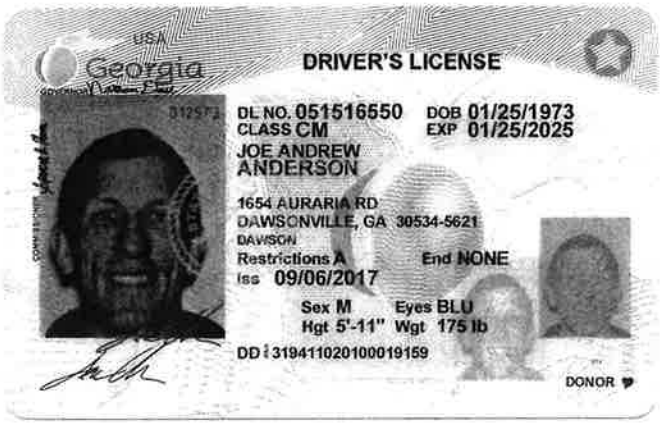
1/23/19	Check	$20.00

The permit required by this ordinance shall be issued for a period of one calandar year from the date of the original application. Employee permits are issued for work for specific licensed establishment as indicated on the employee permit application and 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 inspection by members of the Sheriff's Office, the Marshal's Office or the County Commission's staff.

This permit approved by:

Grayson Smith

Date: 1-31-19


USA
Georgia
DRIVER'S LICENSE
DL NO. 051516550
DOB 01/25/1973
CLASS CM
EXP 01/25/2025
JOE ANDREW
ANDERSON
1654 AURARIA RD
DAWSONVILLE, GA 30534-5621
DAWSON
Restrictions A
End NONE
Iss 09/06/2017
Sex M
Eyes BLU
Hgt 5'-11"
Wgt 175 lb
DD 319411020100019159
DONOR

Dawson County Environmental Health

Temporary Toilet Permit

2/6/2019
DATE ISSUED

2/6/2020
DATE EXPIRED

042-TT-2019-05024
PERMIT NUMBER

Temporary Toilet Permit

JOE ANDERSON
(Applicant)
to maintain an approved Temporary Toilet Facility

Located at 1654 AURARIA ROAD

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
FEB 06 2019
DAWSON CO. ENVIRONMENTAL HEALTH DEPT.

TO BE DISPLAYED on ALL SERVICED SITES

Margaret Honn

From: joefbw <joefbw@gmail.com>
Sent: Wednesday, February 06, 2019 5:41 PM
To: Margaret Honn
Subject: Fwd: temp toilet
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

Fee Type	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

25 Justice Way Suite 1222
Dawsonville, GA 30534

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

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

Paid By :
SOUTHERN LAWN LLC

ANDERSON JOE
1654 AURARIA ROAD
DAWSONVILLE, GA 30534

71

Check No 447
Charge Acct

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

Printed: 1/23/2019 09:50:59
Register: 11 Clerk: SG

Official Tax Receipt
Nicole Stewart
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
Dawsonville, GA 30534

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

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

Paid By :
ANDERSON JOE

ANDERSON JOE
1654 AURARIA ROAD
DAWSONVILLE, GA 30534

Cash Amt:	0.00
Check Amt:	352.95
Charge Amt:	0.00
Change Amt:	0.00
Refund Amt:	0.00
Overpay Amt:	0.00

Check No 440
Charge Acct

Printed: 1/23/2019 09:55:14
Register: 11 Clerk: SG

Official Tax Receipt
Nicole Stewart
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
Dawsonville, GA 30534

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

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

Paid By :

SOUTHERN LAWN LLC
1654 AURARIA RD
DAWSONVILLE, GA 30534

ANDERSON JOE
1654 AURARIA ROAD
DAWSONVILLE, GA 30534

Cash Amt:	0.00
Check Amt:	271.25
Charge Amt:	0.00
Change Amt:	0.00
Refund Amt:	0.00
Overpay Amt:	0.00

Check No 453
Charge Acct


Site Plan
6.10ml loop
Camping & parking area
Start area
Entrance
GoogleEarth Placemark
Woody Farm Rd
Reeves Rd
John D Reeves Rd
Heath Rd
Aurania Rd
136
19

CERTIFICATE OF LIABILITY

DATE (MM/DD/YYYY)
10/06/2017

PRODUCER
National Motorsports
1539 N. 33rd Place, Suite A
Sheboygan, WI 53081

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Lloyd's London	15792
INSURER C:	
INSURER D:	
USDA National ID Number	

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE X OCCUR X $100,00 Errors & Omissions X INC ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY X PROJECT ☐ LOC	17LB1870	10/06/2017	10/06/2018	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
					MED EXP (Any One Person)	$NIL
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$3,000,000
					PRODUCTS – COMP/OP AGG	$3,000,000
					PARTICIAPNT LEGAL LIABILITY	$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GENERAL LIABILITY ☐ ANY AUTO ☐				AUTO ONLY – EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACCT	$
					OTHER THAN AUTO ONLY: AGG	$
	EXCESS/UMBRELLA LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	
					AGGREGATE	$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATUTORY LIMITS ☐ OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE – EACH EMPLOYEE	$
					EL DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Event: Hare Scramble
Date(s): 10/15/17
Location: The Homeplace

Additional Insured(s):
Joe Anderson and Family

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Randy Harden

Mr. Anderson will purchase another policy just like this shortly before the event. (Will provide us with a copy)

Additional Insured Per Policy:

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.

StateFarm State Farm Fire and Casualty Company

11350 Johns Creek Parkway
Duluth, GA 30098-0001

AT1 A-27- 1638-FC1B L F
000407 0001
ANDERSON, JOE
1654 AURARIA RD
DAWSONVILLE GA 30534-5621

ST-
0102 0000

RENEWAL CERTIFICATE

POLICY NUMBER 81-B0-N007-2
Personal Liability Umbrella Policy
APR 19 2018 to APR 19 2019

BILLED THROUGH SFPP

COVERAGES AND LIMITS

L	Personal Liability	$1,000,000
	Self-Insured Retention	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)	2
Automobile Operator(s)	1

OTHER LIABILITY EXPOSURES
Personal Residential

SFPP No:1215312527

Forms and Endorsements

Personal Liability Umbrella	FP-7950.2
Fuel Oil Exclusion	FE-5837
Amendatory Endorsement	FE-3207.1

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 information is not correct.**

Required Underlying Insurance on reverse side

138-3076 L8 10-11-2010 (o1f3088b)

Thanks for letting us serve you...

N 31864 L9 4011 1
008

Agent ROGER SLATON
Telephone (706) 216-8700

REP

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 Limits (Bodily Injury and Property Damage)		or 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. Consideration of Request to Accept Geographic Information System Summer Intern Grant

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: P&D

Work Session: 02.14.19

Prepared By: hg

Voting Session: 02.21.19

Presenter: J. Kinley

Public Hearing: Yes _____ No x

Agenda Item Title: Presentation of GIS Summer Intern

Background Information:

The application for the GIS Summer Intern through ACCG was submitted in December and we were approved in January. This is a no match grant.

Current Information:

The GIS Intern would start in May and the internship would be completed in August.

Budget Information: Applicable: _____ Not Applicable: x Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: ____ Date:

Finance Dept. Authorization: Vickie Neikirk Date: 2/12/19

County Manager Authorization: DH Date: 2/12/19

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

Civic Affairs Foundation

an ACCG initiative

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 mnesmith@accg.org 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

Michele NeSmith
ACCG Civic Affairs Foundation

cc: Billy Thurmond
David Headley
Kristen Cloud

Civic Affairs Foundation
an ACCG initiative

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 and 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

an ACCG initiative

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 **Intern Information Form** to the Foundation **at the beginning of the internship** (must be signed by intern and intern supervisor)
- ☐ Intern to complete and sign **Intern Consent Form** and submit to the Foundation **at the beginning of the internship**
- ☐ 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 **September 23, 2019**
- ☐ Submit proof of payment to the Foundation by **September 23, 2019**

Civic Affairs Foundation

an ACCG initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF 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:

A. Use of Grant Funds. 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

COUNTY:

_____
Chair

_____
Name

This ___ day of _____, 201__

FOUNDATION:

_____
Dave Wills, Foundation Secretary-Treasurer

Dave Wills
Name

This 28 day of Jan, 2019

Exhibit A

Civic Affairs Foundation
an ACCG initiative

Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I,_____, authorize the ACCG Civic Affairs Foundation, Inc. and_____ County to use my name, college or university, year in school, major, terms of employment, image, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional and data collection and analysis purposes, which may include, but is not limited to social networking sites, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

_____

Signature of Intern

_____

Date

Exhibit B

Civic Affairs Foundation

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

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

Exhibit C

Civic Affairs Foundation
an ACCG initiative

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 www.civicaffairs.org 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.

Exhibit D

Civic Affairs Foundation

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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 $10.00 per hour for a maximum reimbursement rate of $2000 for a 200 hour internship. Worker's Compensation is calculated at $1 per $100 salary for a maximum reimbursement rate of $20. F.I.C.A. is calculated at a rate of .0765% multiplied by salary for a maximum reimbursement rate of $153. The county should receive the maximum reimbursement amount of $2173 for an intern working the maximum number of hours with no county wage supplements. All interns are required to be covered under the county's Workers Compensation Plan. The funds provided for Workers Compensation and for F.I.C.A. must be used for those purposes. Any wages paid at a rate higher than $10 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.)

I,_____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by September 23, 2019.

_____ _____

Signature Date

Exhibit E

Civic Affairs Foundation
an ACCG initiative

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 should not 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.

I,_____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2019.

_____
County Position

_____ _____
Signature Date

_____
E-Verify Number

_____
Date of E-Verify Authorization

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 mnesmith@accg.org.

Name: _____

County: _____

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

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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.

Table of Contents

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 outstanding students the opportunity to receive a "hands on" understanding of the inner workings of county government.

The position that you are being offered begins _____ and ends _____. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _____ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the _____ County team, it will be important to note and adhere to _____ County's standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to _____ County.

Sincerely,

_____

_____ County Internship Supervisor

Sample Internship Rejection Letter

Dear _____,

I enjoyed meeting with you on _____ in regards to the _____ internship position with _____ County. I was very impressed with your resume and qualifications, and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

_____

_____ County Internship 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.

☐ **Prepare an Intern Manual**

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.)

☐ **Develop a timeline of assignments and projects, including tentative due dates (**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**

☐ **Send email to the intern regarding the 1st day of work (**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:

_____

Final Project Review Date:

_____

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 <u>to the ACCG Civic Affairs Foundation</u> 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 mnesmith@accg.org Thank you for your feedback and suggestions.

Name: _____

County of internship: _____

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?

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

an ACCG initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF 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:

A. Use of Grant Funds. 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

COUNTY:

_____
Chair

_____
Name

This ___ day of _____, 201__

FOUNDATION:

_____
Dave Wills, Foundation Secretary-Treasurer

Dave Wills
Name

This 28 day of Jan, 2019

Civic Affairs Foundation
an ACCG initiative

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 mnesmith@accg.org 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 currently enrolled 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 your department:	1

County Name:	Dawson County
Provide County E-Verify Number:	121884

Are you submitting an application that includes a partner?	☐ Yes X No
List partners:	
Is your partner a nonprofit, college or university?	☐Yes ☐ No
List contribution level	____$500 (25%) _____Other

(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:	Jameson Kinley		
County:	Dawson County		
Department:	Planning and Development		
Position:	Director		
Address:	25 Justice Way Suite 2322		
Email:	jkinley@dawsoncounty.org	Phone:	770-344-3501

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is $2000 plus FICA and WC supplement)	☐ Yes X No
What amount?	$:
OR	
Is the county providing additional funding? (on top of the grant amount)	☐ Yes ☐ No
What amount?	$:

Who will be the supervisor for the intern?

X Same as grant coordinator or other primary county contact

☐ Other

Name:			
Department:			
Position:			
Address:			
Email:		Phone:	

Has this individual previously supervised interns?	X Yes ☐ No

Is adequate space available to support an intern?	X Yes ☐ No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	X Yes ☐ No
Will outside technical assistance be required for the intern to complate the project?	☐ Yes X No
If Yes, who will provide it:	
Has your county previously had an intern?	X Yes ☐ No
Has your county ever had an intern in this field?	X Yes ☐ No

Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	X Yes	☐ No
Is there a college or university located in your county?	X Yes	☐ No
Is there a technical college located in your county?	X Yes	☐ No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this 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 and programs used for the position.	

Section II

Project Information

Internship position title:	GIS Intern

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

For questions, email mnesmith@accg.org 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 www.civicaffairs.org.

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.

Backup material for agenda item:

6. Consideration of New Proposed Recycling Agreement with Advanced Disposal

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Public Works | Work Session: 02/14/19

Prepared By: Alexa Bruce | Voting Session: 02/21/19

Presenter: David McKee | Public Hearing: Yes _____ No x

Agenda Item Title: Advanced Disposal Recycling-New Agreement Proposal

Background Information:

On March 25, 2013, Advanced Disposal signed an agreement with Dawson County for recycling. The contract price was $0 for all pickups, hauling and recycling. There was a $12.00/ton fee if contaminated. Advanced Disposal has proposed a new agreement.

Current Information:

Advanced Disposal has proposed a new agreement. The new agreement is proposing a $25/ton fee, a $100/load haul fee, and a $45/ton if contaminated.

Budget Information: Applicable: x Not Applicable: _____ Budgeted: Yes x No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	Public Works					

Recommendation/Motion:

Department Head Authorization: David McKee | Date: 2/5/2019

Finance Dept. Authorization: Vickie Neikirk | Date: 2/8/19

County Manager Authorization: DH____ | Date: 2/8/19

County Attorney Authorization: _____ | Date: _____

Comments/Attachments:

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 single-stream 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

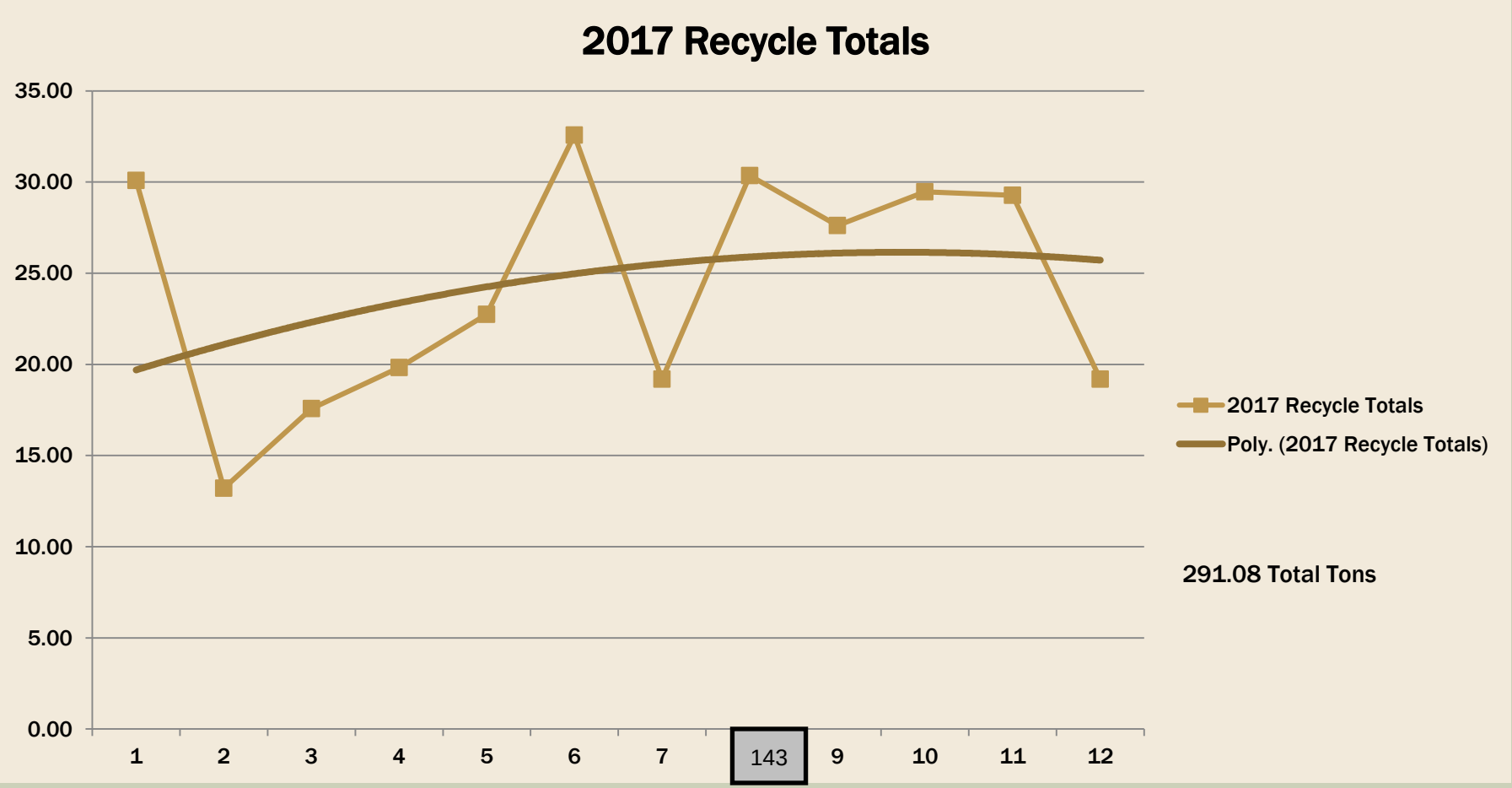
DAWSON COUNTY AND KDCB VISIT TO THE RECYCLING MRF

CONTAMINATED RECYCLING

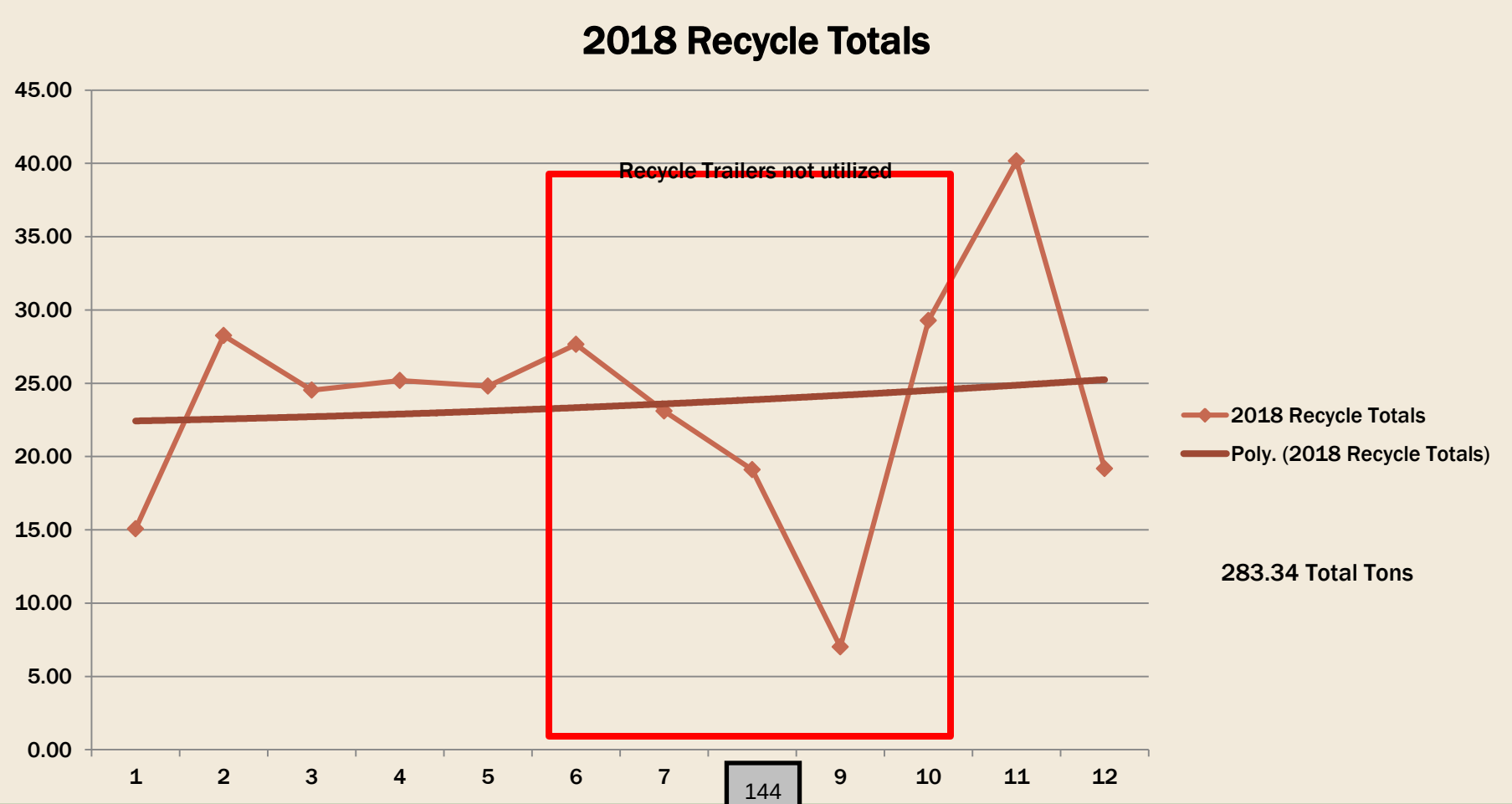
- Trash Bags
- Pizza Boxes
- Plastic bottles not washed out
- Plastic Shampoo/soap bottles not washed out
- Milk cartons
- Styrofoam

Higher cost to the county to dispose of contaminated material.

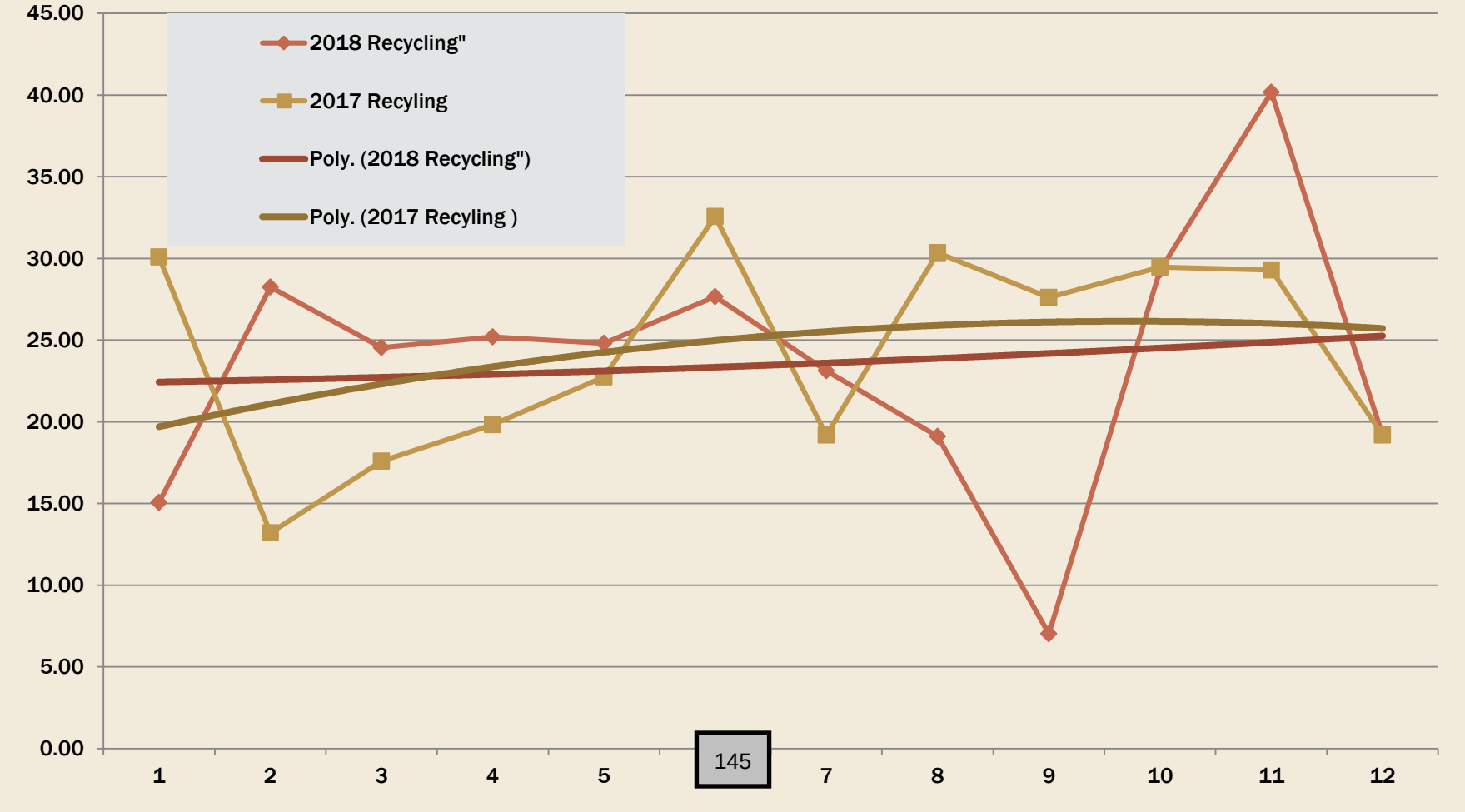
2017 RECYCLE TOTALS (TONS)



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:

7. Consideration of Request for Highway 53 / Lumpkin Campground Road Intersection Improvement Project Budget

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Public Works

Work Session: 02/14/19

Prepared By: Alexa Bruce

Voting Session: 02/21/19

Presenter: David McKee

Public Hearing: Yes _____ No x

Agenda Item Title: HWY 53/Lumpkin Campground Rd

Background Information:

Dawson County Public Works and GDOT have partnered to complete the intersection improvements. To date the BOC has approved Vertical Earth to complete the concrete curb work. The work has been completed. Additional cost will be incurred throughout the project. The total projected cost of HWY 53/Lumpkin Campground intersection improvements is not to exceed $100,000.

Current Information:

The BOC approved $56,000 for Vertical Earth. Staff requests up to, but not exceeding $100,000, which is an additional $44,000. This money will be used for additional road work expenses, such as striping, GAB, Erosion Control, hauling, milling, drainage pipe, etc.

Budget Information: Applicable: x Not Applicable: _____ Budgeted: Yes x No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
SPLOST VI	Public Works		$44,000		$44,000	

Recommendation/Motion: Approve agenda item.

Department Head Authorization: David McKee

Date: 2/4/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 2/5/19

County Manager Authorization: DH____

Date: 2/8/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

8. Consideration of a Resolution Approving Legal Services Agreement to Retain Blasingame, Burch, Garrard & Ashley, P.C. as Special Legal Counsel in Opioid Litigation

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Legal | Work Session: 02.14.19

Prepared By: Sam VanVolkenburgh (Jarrard & Davis) | Voting Session: 02.21.19

Presenter: Interim County Attorney | Public Hearing: Yes _____ No _X___

Agenda Item Title: Presentation of a Resolution Approving Legal Services Agreement to Retain Blasingame, Burch, Garrard & Ashley, P.C. as Special Legal Counsel in Opioid Litigation

Background Information:

At its July 19, 2018, voting session, the Board of Commissioners unanimously approved retention of Blasingame, Burch, Garrard & Ashley to represent the County as a plaintiff in multi-district opioid litigation. However, that firm was never formally retained and no contract for legal services was ever approved by the BOC. The multi-state litigation currently involves claims from hundreds of states, counties, and cities nationwide, all consolidated in a federal court in Ohio.

Current Information:

The proposed resolution approves a contract for legal services with the BBGA law firm. This contract was prepared by Jarrard & Davis on the County's behalf. It calls for BBGA to receive 30% of any recovery, plus reimbursement of costs (fairly standard terms). There should be no cost to the county from this litigation - if there is no recovery, or if the recovery is valuable but not monetary in nature, the County will not be required to pay BBGA any money. In addition, BBGA will indemnify and hold harmless the County against any award of fees or costs to the defendants in the case.

Budget Information: Applicable: _____ Not Applicable: X Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve the resolution and sign the attached contract.

Department Head Authorization: ____ | Date:

Finance Dept. Authorization: Vickie Neikirk | Date: 2/4/19

County Manager Authorization: DH_____ | Date: 2/8/19

County Attorney Authorization: Angela Davis/Sam VanVolkenburgh | Date: 2/1/2019

Comments/Attachments:

Resolution with attached proposed 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, seconded and adopted at a duly convened meeting of the Dawson County Board of Commissioners, held on _____, 2019.

_____
Billy Thurmond, Chairman, Board of Commissioners

ATTEST:

_____
Kristen Cloud, County Clerk

_____
Jarrard & Davis, LLP, County Attorney

CERTIFICATE

I, the undersigned Clerk of Dawson County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by the County in a meeting duly called and assembled on _____, 2019, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Legal Services Agreement have been recorded in the minute book of the County which is in my custody and control in accordance with O.C.G.A. § 36-10-1.

IN TESTIMONY WHEREOF, witness my signature this _____, 2019.

_____
Kristen Cloud, County 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. FEE SHARING WITH CO-COUNSEL: 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. COMMUNICATIONS WITH CLIENT; CONTROL OF LITIGATION: 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. LIMITED SCOPE OF REPRESENTATION: 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. COUNTERCLAIMS: 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. IMMUNITIES: 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. TITLE VI: 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. E-VERIFY: 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 sub-subsection (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 30601

By _____. Date 1/14/19

EXHIBIT "A"

STATE OF _____
COUNTY 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:

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

Dawson County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-23, 2019 in Georgia (state), Athens (city).

Signature of Authorized Officer or Agent

Andrew J. Hill III
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23rd DAY OF January, 2019.

SHANNON HILL
NOTARY PUBLIC

NOTARY PUBLIC BANKS COUNTY, GEORGIA EXP. AUG 28 2022

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with Blasingame, Burch, Garrard & Ashley, P.C. on behalf of 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

Synthetic Opiate Litigation
Name of Project

Dawson County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

Backup material for agenda item:

9. Consideration of Reducing Impact Fees on Commercial Businesses

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:

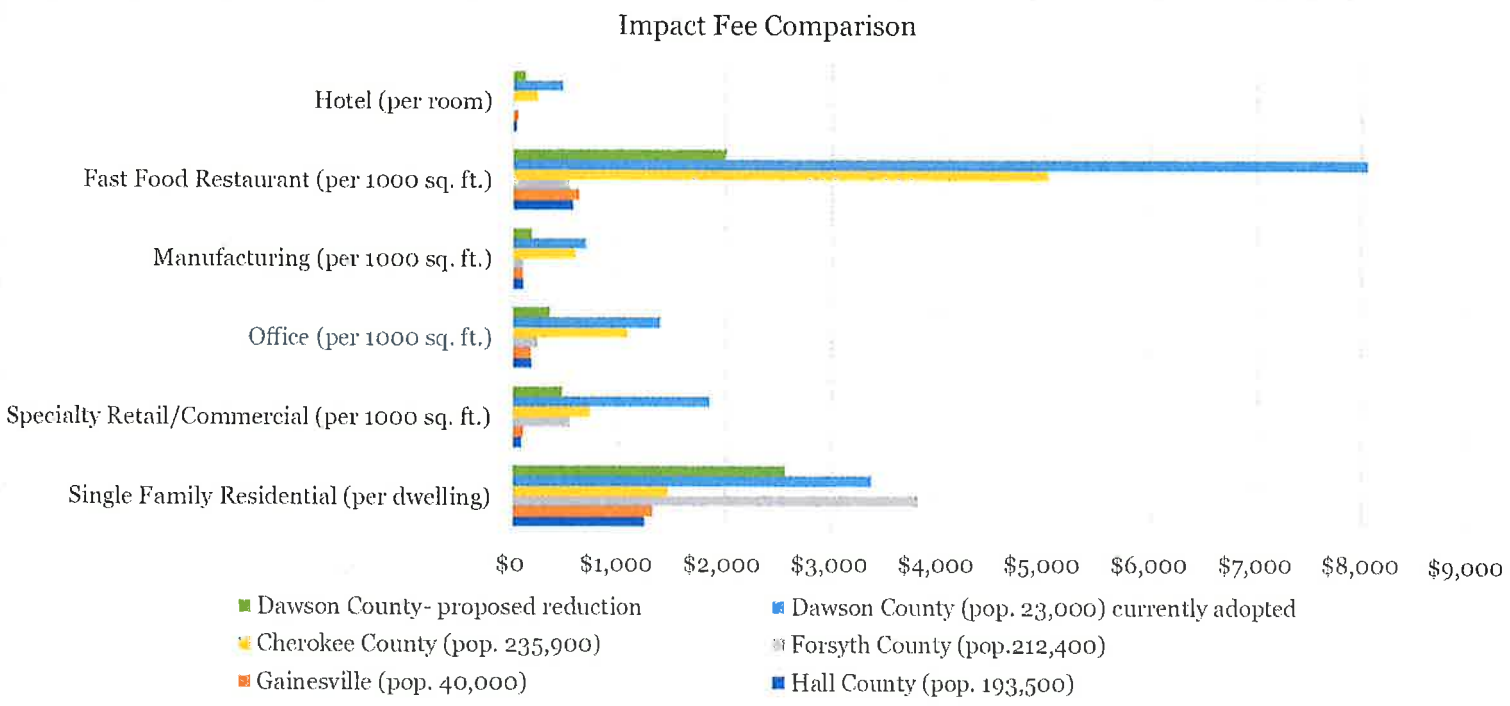


Chart 2:

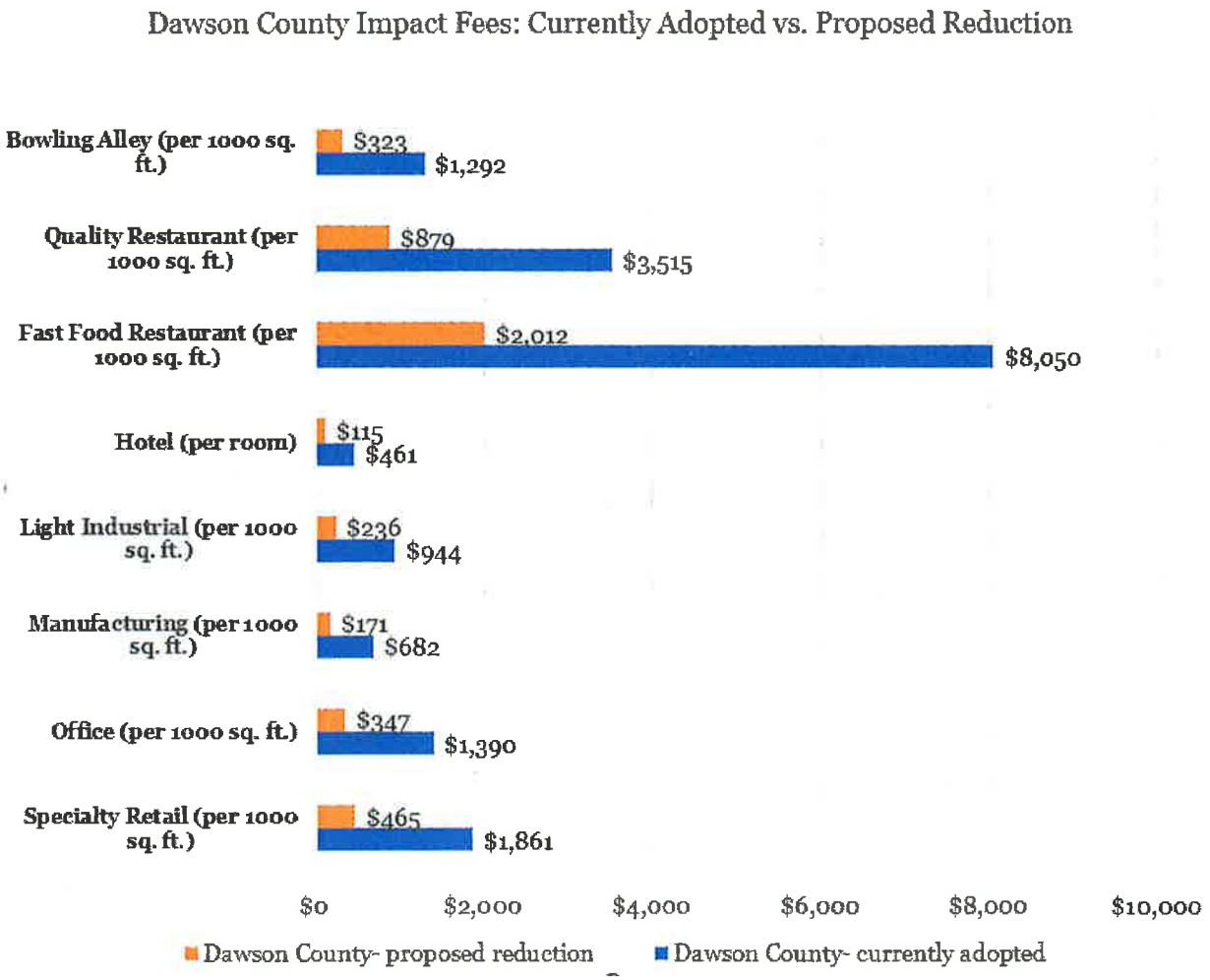
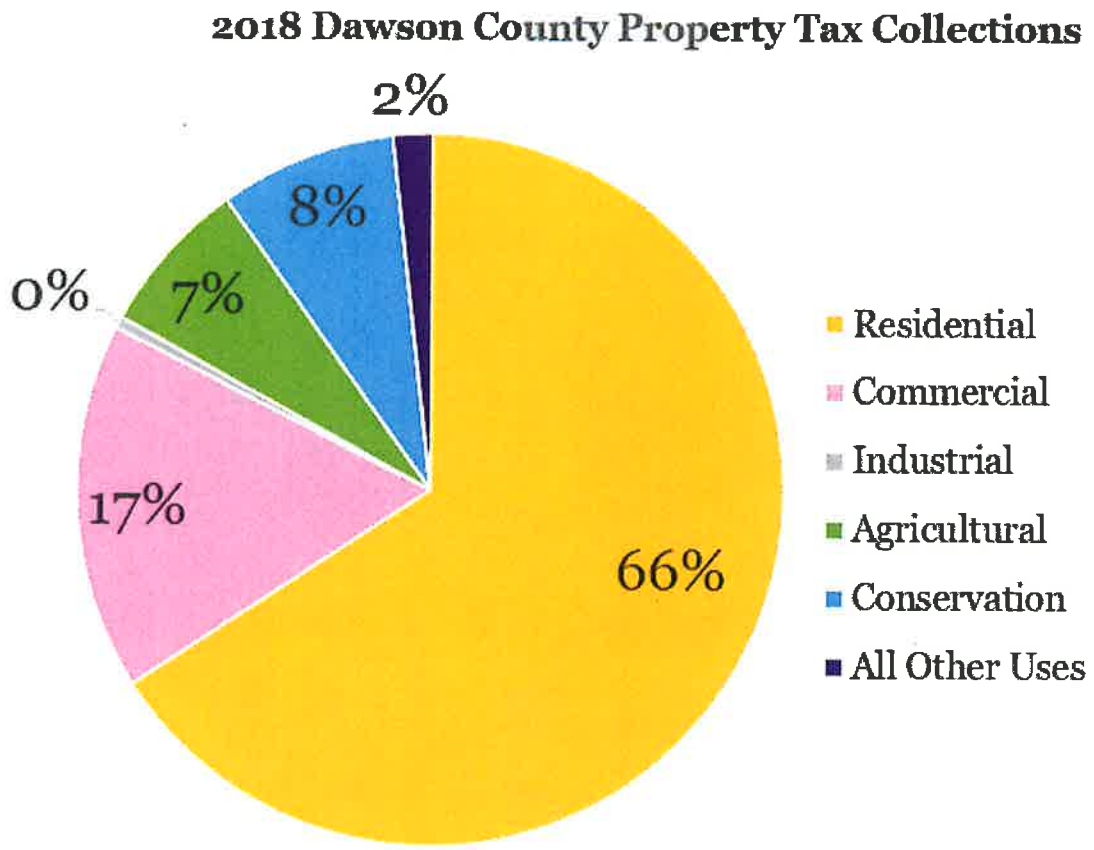

Dawson County Impact Fees: Currently Adopted vs. Proposed Reduction
Bowling Alley (per 1000 sq. ft.)
$323
$1,292
Quality Restaurant (per 1000 sq. ft.)
$879
$3,515
Fast Food Restaurant (per 1000 sq. ft.)
$2,012
$8,050
Hotel (per room)
$115
$461
Light Industrial (per 1000 sq. ft.)
$236
$944
Manufacturing (per 1000 sq. ft.)
$171
$682
Office (per 1000 sq. ft.)
$347
$1,390
Specialty Retail (per 1000 sq. ft.)
$465
$1,861
$0
$2,000
$4,000
$6,000
$8,000
$10,000
Dawson County- proposed reduction
Dawson County- currently adopted

Chart 3:



Source: Georgia Department of Revenue 2018 Tax Digest Consolidated Summary

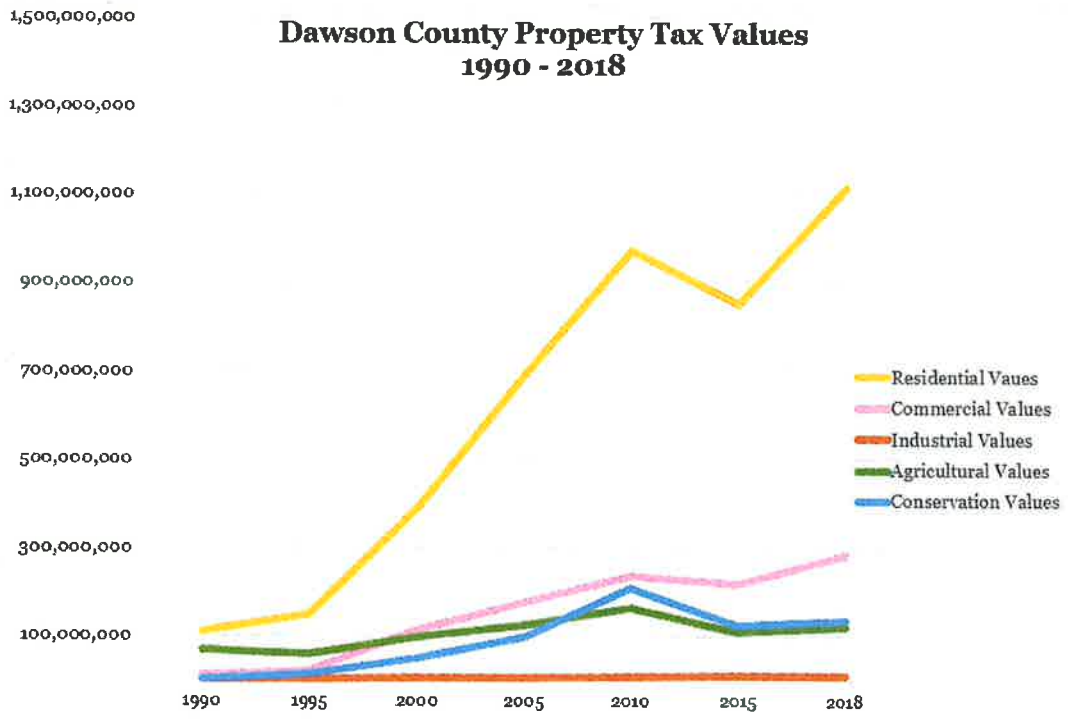
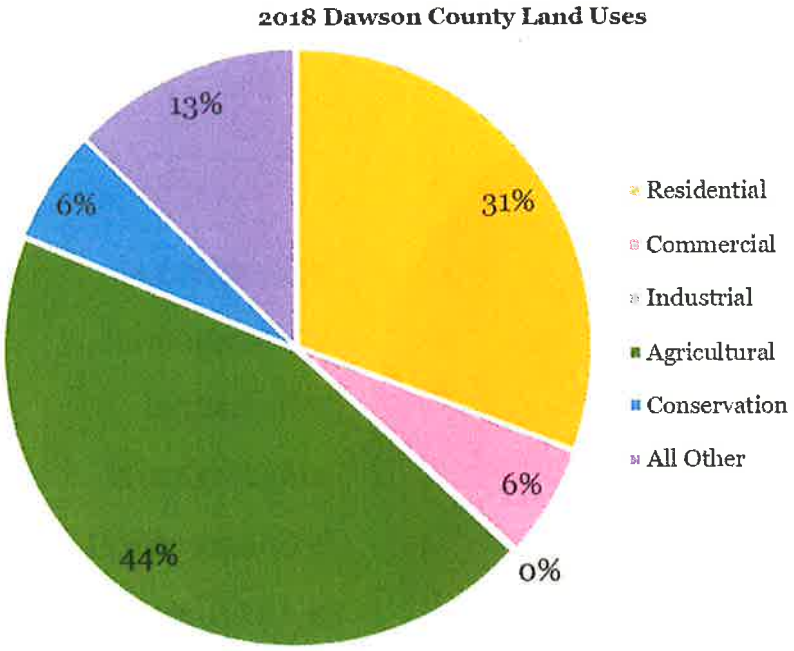
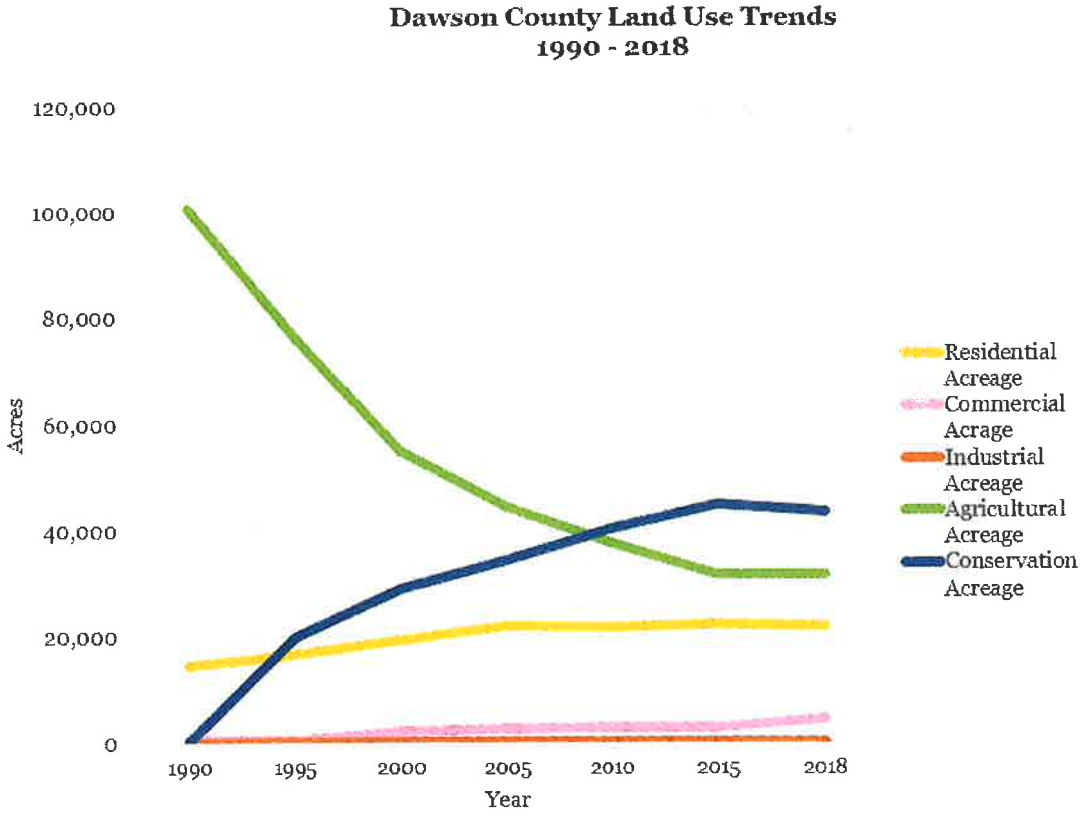


Chart 4:



Source: Georgia Department of Revenue 2018 Tax Digest Consolidated Summary



Backup material for agenda item:

10. Consideration of Settlement Agreement with Hodges-Mace LLC to Resolve Contract Claim

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as "Agreement") is made and entered into this ___ day of February, 2019, by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia ("County"), and **HODGES-MACE, LLC**, a Delaware limited liability company, dba SmartBen, LLC, formerly SmartBen, Inc. ("Vendor"). County and Vendor may be collectively referred to as the "Parties" to the Settlement Agreement.

WITNESSETH:

WHEREAS, on or about May 17, 2012, the County entered into a contract with SmartBen, Inc., a Delaware corporation, such contract being titled the "SmartBen Services Subscription Agreement" (the "Agreement"), a copy of which is attached hereto marked "Exhibit A" and by this reference incorporated herein; and

WHEREAS, on or about October 9, 2014, Hodges-Mace, LLC, a Delaware limited liability company, completed its acquisition of SmartBen, Inc., and since such acquisition has continued to operate certain aspects of its business under the "SmartBen" moniker; and

WHEREAS, on or about August 27, 2015, SmartBen, Inc., filed an application with the Georgia Secretary of State, Corporations Division, for an Amended Certificate of Authority of a Foreign Entity to change its name to "SmartBen, LLC"; and

WHEREAS, on September 16, 2015, the Georgia Secretary of State issued an Amended Certificate of Authority (Name Change) to SmartBen, LLC, a Delaware limited liability company; and

WHEREAS, on or about April 11, 2018, the County sent a contract termination notice to Vendor to terminate the Agreement, a copy of which is attached hereto marked "Exhibit B" and by this reference incorporated herein; and

WHEREAS, the Vendor claims that the County owes for unpaid services provided through December 31, 2018; and

WHEREAS, the Parties hereto desire to settle any and all claims between them related, in any way, to the Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Vendor accepts the County's notice of contract termination dated April 11, 2018, as a valid and effective termination of the Agreement as of December 31, 2018, and as timely, valid and effective termination of any automatic renewal provisions contained therein.
2. County shall pay Eighteen Thousand, Seven Hundred Seventy-Five Dollars and Seventy Cents ($18,775.70) to Vendor on or before March 15, 2019, as full and complete satisfaction of any and all unpaid services provided by Vendor to County through December 31, 2018; provided, however, that if County delivers payment to Vendor on or before March 1, 2019, County shall be obligated to pay only Sixteen Thousand Dollars ($16,000.00) as full and complete satisfaction of all unpaid services provided by Vendor to County through December 31, 2018.
3. Vendor shall, before March 31, 2019, deliver an electronic data interchange file (in comma separated value format, *e.g., .CVS*) to County with the County's current employee data exported from the SmartBen platform.
4. It is understood and agreed that this settlement constitutes a full, final, and comprehensive settlement and release by and between County and Vendor regarding any and all claims under the Agreement; that any prior discussions and negotiations between the Parties,

whether written or oral, have no binding or legal effect; and that the terms of this Settlement Agreement may not be amended orally. The Parties agree that they will not hereafter commence any civil action or make any claim whether known, unknown, discovered, or undiscovered existing between them as of the effective date of this Settlement Agreement and arising out of or related, in any way, to the Agreement. Notwithstanding the foregoing, the Parties agree that they shall retain any and all claims related to the enforcement of this Settlement Agreement.

5. The terms and conditions of this Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and assigns. By signing below, each Party to this Settlement Agreement so executing specifically acknowledges and warrants that he/she has full authority to bind the Party to the terms herein.
6. This Settlement Agreement may be executed in one or more counterparts, provided that each Party to this Settlement Agreement shall sign at least one counterpart, and all such counterparts, together, shall constitute one agreement binding on each of the Parties to the Settlement Agreement, notwithstanding that all Parties are not signatories to the same counterpart.
7. If any Paragraph or part of this Settlement Agreement is found void or unenforceable, the remainder of the Settlement Agreement shall not be affected by such a finding.
8. This Settlement Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Settlement Agreement has been prepared with the combined efforts of all of the Parties to the Settlement Agreement and, as such, no construction of this Settlement Agreement will prejudice one Party over the other.

10. The undersigned have read this Settlement Agreement and acknowledge that they have had the advice of counsel and that no promise or representation of any kind, other than as contained herein, has been made by the Parties or anyone acting for them. The Parties to the Settlement Agreement have relied fully and completely on their own judgment and the advice of their attorneys in executing this Settlement Agreement.

WE HAVE READ THIS SETTLEMENT AGREEMENT EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

COUNTY:

DAWCON COUNTY, GEORGIA, by and through the Dawson County Board of Commissioners

By: _____
Billy Thurmond, Chairman

ATTEST:

By: _____
Kristen Cloud, County Clerk

[County Seal]

VENDOR:

HODGES-MACE, LLC, a Delaware limited liability company, dba SmartBen, LLC, formerly SmartBen, Inc.

By: _____
William M. Winter,
SVP and General Counsel

ATTEST:

By: _____

Print Name: Ronald Shah

Title: CFO & COO

[Corporate Seal]

Backup material for agenda item:

11. Consideration of Resolution of Censure

A RESOLUTION
OF THE
DAWSON COUNTY BOARD OF COMMISSIONERS
TO CENSURE COMMISSIONER JULIE NIX

WHEREAS, the Rules of Procedure for the Dawson County Board of Commissioners, Section 5.0, Parliamentary Authority, provides that the latest edition of Robert's Rules of Order shall govern the Board of Commissioners where not inconsistent with the Internal Operating Rules; and,

WHEREAS, the latest edition of Robert's Rules of Order provides in Section 72, "A deliberative assembly has the inherent right to make and enforce its own laws and punish an offender . . . ."; and,

WHEREAS, the Rules of Procedure for the Dawson County Board of Commissioners Section 2.08.01, specifically references censure as an appropriate form of reprimand for a Commissioner acting out of order;

WHEREAS, while a full-scale investigation of Commissioner Nix's conduct has not been undertaken to date, the Board of Commissioners finds that Commissioner Julie Nix has acted out of order in violation of the executive session privilege and in violation of the attorney-client privilege in her disclosures of information and email communications to an employee on repeated occasions;

WHEREAS, Commissioner Nix forwarded email communications that were protected by the attorney-client privilege between former County Attorney, Lynn Frey, and the Board of Commissioners, without approval of the Board of Commissioners, to an employee who had no right or authority to receive those email communications. Such communications were specifically marked as "confidential", but were forwarded by Commissioner Nix in violation of the attorney-client privilege;

WHEREAS, Commissioner Nix also forwarded email communications that were protected by the attorney-client privilege between County Manager, Dave Headley, County Attorney, Angela Davis, and the Board of Commissioners, without approval of the Board of Commissioners, to an employee who was the subject of the email communications and who had no right or authority to receive those email communications. Such communications specifically contained this statement: "Please note that I am sending this to our legal counsel so this should be considered attorney-client privileged and not subject to distribution." Despite this specific admonition, such communications were forwarded by Commissioner Nix in violation of the attorney-client privilege when such communications were concerning personnel issues about the very employee to whom she forwarded the communications, this employee was represented by an attorney, and this employee was taking positions adverse to Dawson County's interests;

WHEREAS, the attorney-client privilege is recognized as "the oldest of the privileges for confidential communications known to the common law" (Upjohn Co. v. U.S., 449 US 383 (1981); Fire Ass'n of Philadelphia. Fleming, 78 Ga. 733 (1887)), is codified in state law at

O.C.G.A. § 24-5-501(a)(2), and is specifically recognized as protecting communications of local government entities in both the Georgia Open Records Act (O.C.G.A. § 50-18-71(a)(41)) and the Georgia Open Meetings Act (O.C.G.A. § 50-14-2(1));

WHEREAS, Commissioner Nix further forwarded email communications concerning privileged and confidential communications that occurred in an executive session of the Board of Commissioners concerning a potential property acquisition to an employee who had no right or authority to receive those communications;

WHEREAS, the Georgia Open Meetings Act authorizes local governing authorities to conduct certain discussions in private executive session meetings, including discussions concerning potential property acquisition (O.C.G.A. § 50-14-3(b)(1));

WHEREAS, the confidentiality of such discussions is necessary for various public policy reasons, including but not limited to the protection of the County purse and to ensure that the County can effectively negotiate potential property acquisitions in the best interests of its citizens;

WHEREAS, it is important that information discussed during such private executive session meetings remain confidential until such time as public dissemination is agreed upon by the Board of Commissioners as a whole or is otherwise required by the Open Meetings Act;

WHEREAS, the disclosure of executive session information by Commissioner Nix to an employee was without the approval of the Board of Commissioners and was in violation of the executive session privilege. Not only does this disclosure have the potential to imperil the County's ability to effectively negotiate and position itself for purposes of a potential property acquisition, but importantly, Commissioner Nix's violation of the executive session privilege has significantly chilled the ability of the Board of Commissioners to have candid executive session discussions for fear of such discussions impermissibly being shared with individuals outside of the executive session;

WHEREAS, the above-described actions by Commissioner Nix are believed to be in violation of the Code of Ethics for government servants as set forth in O.C.G.A. § 45-10-1, Canon I, which requires a public employee to "put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department" and Canon X, which requires a public employee to "uphold these principles, ever conscious that public office is a public trust";

WHEREAS, the above-described actions of Commissioner Nix in divulging confidential and privileged communications to an employee who has no right or authority to receive such communications undermine the chain of command and the County Manager form of government and impede the effective operations of Dawson County;

WHEREAS, the Board of Commissioners believes that all of the above-described activities require condemnation of this governing body.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Dawson County does hereby censure Commissioner Julie Nix for repeatedly divulging confidential information in violation of the attorney-client privilege and the executive session privilege; and,

BE IT FURTHER RESOLVED, that should this practice of breaching the attorney-client privilege and the executive session privilege continue, the Board of Commissioners will be left with no choice but to take legal action against Commissioner Nix to ensure that its ability to have candid and forthright attorney-client privileged communications and executive session discussions is protected for the benefit of the citizens of Dawson County and in support of the County's interests.

Duly adopted this _____ day of February, 2019.

DAWSON COUNTY BOARD
OF COMMISSIONERS

_____
Billy Thurmond, Chairman

_____
Sharon Fausett, Member

_____
Chris Gaines, Member

_____
Tim Satterfield, Member

_____
Julie Hughes Nix, Member

Attest:

_____

Clerk to the Board