COUNTY DEPARTMENT AGENDA REQUEST

Department:	Administration	Presenter(s):	County Administrator Steve Rapson
Meeting Date:	May 23, 2013	Type of Request:	New Business

Wording for the Agenda:

Approval of reduction in force for the Marshal Department, per Separation of Employment and Policy 452.01.

Background/History/Details:

The following Reduction in Force for the Marshal Department,is presented for your consideration and approval.

Name:	Title:
Lemuel Miller	Deputy Marshal - Investigator
Travis Caldwell	Deputy Marshal - Sergeant
Katherine Hobbs	Deputy Marshal
Harold Myers	Deputy Marshal
Barry Baney	Deputy Marshal
Henry Derbyshire	Deputy Marshal
Eric Semon	Deputy Marshal
James Williamson	Deputy Marshal

Separation of Employment and Policy 452.01 (Attachment)

What action are you seeking from the Board of Commissioners?

Approval of reduction in force for the Marshal Department, per Separation of Employment and Policy 452.01.

If this item requires funding, please describe:

FY2014 Budget will reflect whatever action directed by the Board of Commissioners.

Has this issue come before the Commissioners in the past?	No	If so, when?	
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	No

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	Approved by County Clerk	Yes
Administrator's Approval			

Staff Notes:

Note: Three (3) Marshal positions (Retaining Post-Certification) will be hired to secure and patrol the grounds of the Fayette County's Water System Facilities and Parks and Recreation facilities. Two (2) positions will be hired for Code Enforcement activity. All the above positions shall receive preference in rehiring for the above positions and offered a separation agreement. They shall also receive preference in rehiring for twelve (12) months for any other county-wide position that becomes available for which they meet the minimum requirements as per Separation of Employment and Policy 452.01.

Marshal Duties Reassignment

Code Enforcement (New)

Assist the Zoning Depart. with licensing, building, permit issues such as "stop work orders" enforcement
Enforce the county's "right of way" code including signs, vehicle parking, & curbside auto sales
Investigate citizen complaints from littering, & garbage to vacant homes, even bee keeping and abandoned swimming pools
Issue Noise Disturbance Permits
Inspect businesses for ordinance compliance
Proactive Patrols – Deputies required driving through subdivisions and neighborhoods looking for code enforcement violations
Administrator for the Licensing of Personal Care Homes, Coin Operated Machines and our Alcohol Licensing Ordinances
Personal Care Home Requirements: inspection reports (Fire Marshal, Building Permits & Environmental Health) floor plans, advertisements / pamphlets, state license, fee payment
Coin Operated Machine Requirements: fire marshal inspection, zoning compliance, state license
Alcohol Licensing Requirements: Same as Personal Care & Coin Operated with additional requirements of survey, menu / price list, lease or ownership documents, owner or corporation statement, fingerprinted, approval by county attorney, copy of advertisements, approval of BOC
Investigate, issue citations for County Code and State Law Violations
Serve citations for Animal Control
Investigate & Cite or Arrest for county code violations such as the Noise ordinance

Finance

Solicitor permits - $10.00 or free if non profit
Noise Disturbance Permits - $25.00
Process insurance claims, assist the county's insurance representatives and negotiate restitution claims made against the county for damages by county employees

Human Resources

Chairman of the Accident Review Committee – analyze and evaluate the county's risk exposure by investigating workmen comp claims
Investigations: Workmen compensation claims, and insurance claims filed against the county

Water System

Security of County Facilities and properties such as cell towers water towers, all recreation parks & reservoirs and enforce safety regulations on county owned property such as the landfill
Check & enforce hunting & fishing licenses and assist local land owners with proper "posting" of property to protect themselves and the citizens from illegal / unwanted hunting & fishing
Issue parking citations and parking permits at Lake Horton and other county owned property and
Voting Member of the 911 Communications Board
Provide security / money escorts
Responsible for the maintenance of the "out of county" parking machine at Lake Horton and Lake McIntosh and the collection and transfer of the collected fees to the Finance Department
Water and boat safety programs, classes and inspections, assist with fishing events at our reservoirs
Assist the Georgia Department of Natural Resources by conducting Hunter Safety classes
Administrator of the County's Substance Abuse Program

Marshal Duties Reassignment

Sheriff Department

Personal Care Home Requirements: background check on administrator
Coin Operated Machine Requirements: background check on all employees,
Investigate work comp and all accidents on county property and/or with county property, by county employees
Administer the employee training contained in the Fayette County's "Safety & Loss Control Manuel." Defensive Driving Class.
Run background checks on new employees, volunteers and obtain employee driver license histories to ensure the safe & legal operation of county vehicles and to abide with required insurance regulations
Security for all public meetings held at the Stonewall complex and check for open or unlocked doors/windows at the complex
Investigations: Bad checks given to county offices such as the Tax Commissioner or Zoning
Employment backgrounds and vehicle accidents
Serve citations Environmental Health, Tax Commissioner
Answer fire, robbery and burglary alarm calls from county offices & buildings and assist county EMS with injured / sick citizens
Special events, festivals, parades and investigations
Conduct internal investigations as requested by the County Administrator

SEVERANCE AGREEMENT AND GENERAL RELEASE

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1. This Severance Agreement and General Release ("Agreement") is entered into this ____day of _____, 2013, by and between _____ ("Employee") and The Fayette County Board of Commisioners ("FCBOC"), on its own behalf and on behalf of its parents, subsidiaries and affiliates, and their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees. This Agreement will confirm the understanding of the parties hereto with respect to the severance of Employee's employment and the release of claims by Employee in connection with his employment with FCBOC. Employee and FCBOC have reached this Agreement upon the following arrangements.

2. Employee's position is being eliminated due to funding restrictions and Employee's employment will terminate with FCBOC on _____, 2013. In exchange for the execution of this Severance Agreement and General Release, FCBOC will pay Employee the sum of _____and No Cents ($_____), bi-weekly until June 30, 2013, less all applicable taxes and required withholdings. Employee acknowledges and agrees that payment is provided only as consideration for the signing of this Agreement and is more than Employee would be entitled to receive from FCBOC in the absence of this Agreement. Employee understands that payment for any accrued vacation and/or sick pay will be paid to Employee pursuant to Fayette County policy. Payment of the amount described above will be made only after this Agreement becomes binding which takes place after the revocation period runs.

3. Waiver and Release of Claims. Employee on behalf of Employee, and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, covenants not to sue, and fully, finally and forever releases FCBOC from all complaints, charges, actions, causes of action, suits, rights, grievances, costs, losses, expenses (including attorneys' fees and costs), claim or demands of any nature whatsoever Employee may have based on his employment with FCBOC or the termination of that employment ("Claims"). By way of example, and not by way of limitation, Employee specifically releases any and all Claims against FCBOC related to or arising under the following: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Equal Pay Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, state fair employment statutes, and under other federal, state, local, statutory, common law, and the law of contract, tort and any and all claims for attorneys' fees.

4. Withdrawal of Claims. Prior to receipt of the payment specified in paragraph 2, Employee also agrees to withdraw any other claims, charges, or complaints that Employee has initiated or that others have initiated on Employee's behalf against FCBOC in any forum.

5. Non-Interference. Nothing in this Agreement shall interfere with Employee's right to file a charge, cooperate or participate in an investigation or proceeding conducted by an outside party. However, the consideration provided to Employee in this Agreement shall be the sole relief provided to Employee for the claims that are released by Employee in the Agreement and Employee will not be entitled to recover and agrees to waive any monetary benefits in

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____ Fayette County Board of Commissioners

____ Employee

connection with any such claim, charge or proceeding without regard to who brought such Complaint or Charge.

6. Payment of Applicable Taxes. Employee is and shall be solely responsible for all federal, state and local taxes that may be owed by Employee by virtue of the receipt of any portion of the monetary payment provided under this Agreement. Employee agrees to indemnify and hold FCBOC harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding Employee's share of any tax obligations that may arise from the monetary consideration made to Employee under this Agreement.

7. Assistance to FCBOC. Employee agrees to cooperate with FCBOC to provide all information that FCBOC may hereafter reasonably request with respect to matters involving Employee's present or former relationship with FCBOC, the work Employee has performed, so long as such requests do not unreasonably interfere with any other job in which Employee is engaged.

8. Confidentiality and Non-Disclosure. Employee shall not disclose the fact of this Agreement, or the settlement amount to anyone other than Employee's spouse, immediate family members, attorney and/or tax and financial advisors unless legally required to do so. Should Employee disclose information about this Agreement to Employee's spouse, immediate family members, attorney and/or tax and financial advisors, Employee shall advise such persons that they must maintain the strict confidentiality of such information and must not disclose it unless otherwise required by law. In the event that Employee is legally required to disclose the information covered by this paragraph, Employee agrees to immediately notify FCSO in writing.

9. Transfer of Claims. Employee represents and warrants that Employee has not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever, any released claim. Employee agrees to indemnify and hold FCBOC harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorney's fees), causes of action or judgments based on or arising out of any such assignment or transfer. Employee further warrants that there is nothing that would prohibit Employee from entering this Agreement.

10. Return of Property. As a condition precedent to Employee's receipt of the monetary payment provided under this Agreement, Employee shall return all FCBOC property possessed by Employee to FCBOC by close of business _____, 2013.

11. Non-Admission. This Agreement does not constitute an admission by The Fayette County Board of Commissioners of any violation of any law or statute and the parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes of evidence or an admission of liability or wrongful conduct of any kind. Employee shall not be considered a prevailing party for any purpose.

12. Non-Disparagement and Incitement of Claims. Employee agrees that Employee will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of FCBOC. In the event such a communication is made to anyone, including but not limited to the media, public interest groups and publishing companies, business partners and/or funding organizations, it will be considered a material breach of the terms of this Agreement and Employee will be required to reimburse FCBOC for any and all compensation and benefits paid under the terms of this Agreement. Employee also agrees that Employee will not encourage or incite other current or former employees of FCBOC to disparage or assert any complaint, claim or charge, or to initiate any legal proceeding, against FCBOC.

13. Employment Verification. Any request by Employee for an employment reference from FCBOC will be responded to with a positive employment reference. A letter of reference will be provided to Employee upon request.

14. Material Breach. Employee acknowledges that if Employee materially breaches or threatens to materially breach this Agreement and/or commences a suit, action, or complaint in contravention of this release and waiver of claims, FCBOC's obligations to pay the monies and/or provide the benefits referred to above shall immediately cease and FCBOC shall be entitled to all other remedies allowed in law or equity, including but not limited to the return of any payments made to Employee under this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement and understanding between Employee and FCBOC with respect to any and all disputes or claims that Employee has, or could have had, against FCBOC as of the date this Agreement is executed, and supersedes all other agreements between Employee and FCBOC with regard to such disputes or claims. This Agreement shall not be changed unless in writing and signed by both Employee and FCBOC.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general Release by Employee that is not invalid.

17. Employee's Acknowledgement. Employee acknowledges that no representation, promise or inducement has been made other than as set forth in this Agreement, and that Employee enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Employee further acknowledges and represents that Employee assumes the risk for any mistake of fact now known or unknown, and that Employee understands and acknowledges the significance and consequences of this Agreement and represents that its terms are fully understood and voluntarily accepted. Employee also acknowledges that Employee has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily based on Employee's own judgment. Employee acknowledges that Employee has been given a reasonable time to consider the terms of this Agreement and time to consult with any person Employee so chooses. Employee acknowledges that the proceeds of this Agreement shall not be cause for the recompilation of any of

Employee's benefits that may have been provided by FCBOC, including but not limited to, retirement benefits.

18. Twenty-One (21)-Day Consideration Period. Employee acknowledges that Employee has been given a period of at least twenty-one (21) days to consider the terms of this Agreement and, if Employee should execute it prior to the expiration of the twenty-one (21)-day consideration period, Employee knowingly waives his right to consider this Agreement for twenty-one (21) days.

19. Seven (7)-Day Revocation Period. Employee acknowledges that Employee may, for a period of seven (7) days following the execution of this Agreement, revoke acceptance thereof. This revocation must be done in writing and delivered to FCBOC: Mr. Steve Rapson at 140 West Stonewall Ave., Fayetteville, GA 30214 before the close of business on the seventh day. This Agreement shall not become effective until the expiration of this seven (7)-day revocation period.

20. Re-employment with Fayette County. If Employee accepts future employment with Fayette County, Georgia before June 30, 2013 ("Future Employment"), Employee and FCBOC agree that the terms and conditions of this Agreement shall be, and upon acceptance and beginning of Future Employment will be, deemed null and void. All payments Employee would have received pursuant to this Agreement subsequent to the date Employee begins Future Employment will not be owing and due by FCBOC to Employee, nor shall Employee have any expectation that such payments will be made by FCBOC.

21. Headings.The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Employee:

_____ Date: _____

Fayette County Board
Of Commissioners:

_____ Date: _____

Clerk to Fayette County
Board of Commissioners

_____ Date: _____

(SEAL)