COUNTY AGENDA REQUEST

Department:	Sheriff's Office	Presenter(s):	Major Michelle Walker, if needed
Meeting Date:	Thursday, August 15, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of the Sheriff's request to authorize the Chairman to sign the Statewide Electronic Secondary Metals Recycler Database Agreement as required by the Georgia Sheriff's Association.

Background/History/Details:

Under O.C.G.A. 10-1-359.1, Secondary Metal Recyclers are required to register with the Fayette County Sheriff's Office in order to legally purchase regulated metal property.

The Sheriff can collect a $200.00 fee from the secondary recyclers for the registration purpose.

O.C.G.A. 10-1-359.1 also requires the Secretary of State to coordinate a statewide electronic database of secondary metal recyclers that can be searchable by all law enforcement agencies. The Georgia Sheriffs Association has assumed the task of creating and maintaining this database and, in return will be paid $100.00 of the registration fee collected.

What action are you seeking from the Board of Commissioners?

Approval of the Sheriff's request to authorize the Chairman to sign the Statewide Electronic Secondary Metals Recycler Database Agreement as required by the Georgia Sheriff's Association.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	N/A	If so, when?	
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

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

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

STATEWIDE ELECTRONIC SECONDARY METALS RECYCLER DATABASE AGREEMENT

This agreement is made and entered into by and between Fayette County, Georgia, a political subdivision of the State of Georgia (herein referred to as "the County"), the Fayette County Sheriff (hereinafter referred to as "Sheriff"), and the Georgia Sheriffs Association, P.O. Box 1000, Stockbridge, Georgia 30281 (herein referred to as "the GSA").

1. Defined Terms.

For purposes of this agreement, the following terms shall apply:

1. "Regulated metal property" means any item composed primarily of any ferrous metals or nonferrous metals and includes aluminum property, copper property, and catalytic converters but shall not include batteries, aluminum beverage containers, used beverage containers, or similar beverage containers or as otherwise defined by O.C.G.A. § 10-1-350(12).

2. "Secondary metals recycler" means any person who is engaged, from a fixed location or otherwise, in the business in this state of paying compensation for regulated metal property that has served its original economic purpose, whether or not engaged in the business of performing the manufacturing process by which regulated metal property is converted into raw material products consisting of prepared grades and having an existing or potential economic value containers or as otherwise defined by O.C.G.A. § 10-1-350(13).

2. Term of Agreement.

This agreement begins on the date executed by the parties and continues for one year. This agreement may be renewed annually on July 1 by mutual assent. Contract may be terminated by written notice 45 days before contract expiration date.

3. Purpose of Agreement.

Secondary metal recyclers are required to register with the Sheriff's Office of their respective county by O.C.G.A. § 10-1-359.1 in order to legally purchase regulated metal property. The Sheriff may impose a $200.00 (two hundred dollar) registration fee from secondary metal recyclers for this purpose. State law further requires the Secretary of State coordinate a statewide electronic database of secondary metal recyclers that can be searchable by all law enforcement agencies. The GSA has assumed the duty of creating and maintaining this database.

4. Fee Allocation.

In consideration of creation and maintenance of the aforementioned statewide database, the County or the Sheriff shall pay to the GSA $100.00 (one hundred dollars) of each $200.00 (two hundred dollars) registration fee received. Fees shall be submitted no more than 45 days from date

of receipt. The fees from registrations submitted between July 1, 2012 and the effective date of this agreement shall be submitted within 45 days of the effective date of this agreement.

The amount of fee paid by the County to the GSA in subsequent years shall be determined on a pro rata basis based on the actual cost to maintain the database, and subject to the sheriff's decision to collect a registration fee.

5. Sheriff's Responsibilities and Duties.

The Sheriff shall establish and collect an annual registration fee for Secondary Metal Recyclers of $200.00.

The Sheriff's Office (or Sheriff's designee) shall collect the required information from the Secondary Metal Recycler on the form prescribed by the Secretary of State as required by O.C.G.A. § 10-1-359.1(a). The information shall be entered into the registry database in a timely manner of the sheriff's office receiving completed registration information.

Any registration information collected between July 1, 2012 and the date of this agreement shall be entered into the registry database within a timely manner of this agreement, if said information has not previously been entered.

6. GSA Responsibilities.

The GSA has established an electronic database of Secondary Metal Recyclers in coordination with the Secretary of State and in compliance with O.C.G.A. § 10-1-350 *et seq*. The database is maintained by the GSA and shall be accessible through the home page of the GSA website. All law enforcement agencies in this state shall have access to search the database.

7. Notice.

All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail. Notices shall be addressed to Mary Parrott at 140 Stonewall Avenue Fayetteville, Georgia 30214 for the County, to Major Tommy Pope at 155 Johnson Avenue Fayetteville, Georgia 30214 for the Sheriff's Office, and to_____ (name of contact) at _____ (address) for the GSA, but each party may change the address by written notice in accordance with this paragraph.

8. State Law.

This agreement shall be subject to the laws of the State of Georgia.

9. Entire Agreement.

This agreement represents the entire agreement between the County, the Sheriff and the GSA. The provisions of this agreement may not be altered, amended or waived except by written agreement signed by all parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

COUNTY:

_____ _____

Chair Date

_____County Board of Commissioners

SHERIFF:

_____ 7-29-2013

Sheriff Date

GEORGIA SHERIFFS' ASSOCIATION (GSA):

_____ _____

J. Terry Norris, Executive Director Date
Georgia Sheriffs' Association

_____

Witness

Notary Public, State of Georgia
My Commission Expires: _____