

## BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles D. Rousseau  
Charles W. Oddo



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

March 14, 2024

5:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

### **OFFICIAL SESSION:**

Call to Order  
Invocation and Pledge of Allegiance by Commissioner Charles D. Rousseau  
Acceptance of Agenda

### **PROCLAMATION/RECOGNITION:**

### **PUBLIC HEARING:**

### **PUBLIC COMMENT:**

*Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.*

### **CONSENT AGENDA:**

1. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$1,759.50 for one intern. (pages 3-23)
2. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern. (pages 24-44)
3. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern. (pages 45-65)
4. Approval to appoint Emergency Management Director Brian Davis as the voting delegate to the Association of County Commissioners of Georgia (ACCG) for consideration of three statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council Members (RAC). (pages 66-68)
5. Approval to acquire all fee simple right-of-way and easements for the proposed roundabout of Veterans Parkway and Eastin Road (2004 SPLOST R-5i). (pages 69-71)

6. Approval to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 130 Darren Drive Culvert Replacement (19SBJ). (pages 72-74)
7. Approval to award Contract 2371-S, EagleView Aerial Pictometry, to Pictometry International Corporation dba EagleView for a total contract amount of \$155,711.70; and to transfer \$40,000 from Project 241AC, and \$16,000 from General Fund Project Contingency to Project 231AG; Flight Over Fayette County, to fund the balance of the six-year contract. (pages 75-78)
8. Approval of the February 22, 2024 Board of Commissioners Meeting Minutes. (pages 79-86)

**OLD BUSINESS:**

**NEW BUSINESS:**

9. Request to approve Change Order 1 of Contract 2337-P, MEJA, to set the Guaranteed Maximum Price (GMP) of \$5,671,105 for the construction of the Fire Training Classroom Building & Training Tower. (pages 87-90)
10. Request from the Georgia Department of Transportation (GDOT) for execution of a Memorandum of Agreement (MOA) for GDOT to replace the McDonough Road Bridge over the Flint River (GDOT PI 0016579); and creation of 2004 SPLOST Project R-10 (McDonough Road Bridge Replacement) with a budget of \$50,000, to fund right-of-way acquisition. (pages 91-99)
11. Request to approve including time for holiday pay in the calculation for overtime pay. (pages 100-105)

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$1,759.50 for one intern.

**Background/History/Details:**

The Assessor's Office has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$1,759.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The intern should have working knowledge of Excel and the ability to manipulate data. He/she should also have the ability to gather and analyze data.

In order to complete the project, the intern would need to be able to gather and analyze data. Knowledge of Excel and the ability to manipulate data within spreadsheets is necessary. Training in basic mass appraisal methodology would be provided including instruction on electronic sketching of buildings.

**What action are you seeking from the Board of Commissioners?**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$1,759.50 for one intern.

**If this item requires funding, please describe:**

Funding will be reimbursed through the ACCG grant.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

# **ACCG** Civic Affairs Foundation

## **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 the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

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

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### **II. REIMBURSEMENT TO COUNTY.**

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### **A. Use of Grant Funds.**

##### **1. Amount of Reimbursement**

# ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County 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 reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

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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 (“E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. 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 intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. 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 over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
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. **Fair Labor Standards Act**
  3. **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).

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- I. **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.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part 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 COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding 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. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

## IV. CONTRACT MODIFICATION

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

This Agreement may be terminated in the following circumstances:

- 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 of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the 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.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

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undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

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

- A. The **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 seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-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 made by the **COUNTY** pertaining to this Agreement. 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**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, 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, video, or audio, 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.

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- 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, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- 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.

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	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

# ACCG Civic Affairs Foundation

**COUNTY:**

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2024

This \_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY CLERK CERTIFICATION:**

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk

# ACCG Civic Affairs Foundation

February 6, 2024

Ms. Lee Ann Bartlett  
140 Stonewall Avenue West, Ste 108  
Fayetteville, GA 30214

Dear Ms. Bartlett,

I am pleased to inform you that Fayette County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation (“ACCG Civic Affairs Foundation”) contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the “Agreement”) that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$1,759.50** for the **Appraiser 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 Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs 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 the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn  
Denise West  
Tameca Smith  
Steve Rapson



## Georgia County Internship Program Grant Application Summer 2024

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

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III 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 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org).

**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 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour 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: Grant Category**

Select (X) the grant category for this application.

<b>General GCIP Grant</b>	X
<b>Kundell Environmental Grant</b>	
<b>Garner Health and Human Services Grant</b>	
<b>Verizon Grant</b>	

**Section II: General Grant Information**

<b>County Name:</b>	Fayette
<b>County E-Verify Number:</b>	47566
<b>Number of Interns Requested:</b>	1

**Are you submitting an application that includes a partner?**  Yes  No

**List partners:** \_\_\_\_\_

**Is your partner a nonprofit, college, or university?**  Yes  No

**List contribution level** \_\_\_\_\_ \$600 (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. )*

<b>Name of Grant Coordinator or other Primary Contact:</b>	Lee Ann Bartlett		
<b>County:</b>	Fayette		
<b>Department:</b>	Assessors Office		
<b>Position:</b>	Chief Appraiser		
<b>Address:</b>	140 Stonewall Avenue West Ste 108, Fayetteville, GA 30214		
<b>Email:</b>	<a href="mailto:lbartlett@fayettecountyga.gov">lbartlett@fayettecountyga.gov</a>	<b>Phone:</b>	770-305-5272

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$3,000 plus FICA and WC supplement)  Yes  No

What amount? \$: 1,500

**OR**



Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
Who will be the supervisor for the intern?			
<input type="checkbox"/> Same as grant coordinator or other primary county contact			
<input checked="" type="checkbox"/> Other			
Name:	Denise West		
Department:	Assessors Office		
Position:	Lead Residential Appraiser		
Address:	140 Stonewall Avenue West Suite 108, Fayetteville, GA 30214		
Email:	dwest@fayettecountyga.gov	Phone:	770-305-5269
Has this individual previously supervised interns?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If Yes, who will provide it:		
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county ever had an intern in this field?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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.)		
The intern should have working knowledge of Excel and the ability to manipulate data. He/she should also have the ability to gather and analyze data.		
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please describe:	Basic mass appraisal methodology	
Please describe how your county plans to recruit and advertise the internship position:		
The intern position will be advertised on the County website and information sent to local college and technical schools.		




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## **Section III: Project Description and Intern Position Title**

### **Project Information**

Internship position title:	Appraiser Intern
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**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.

The Fayette County Assessor's Office is in the process of converting to a new computer assisted mass appraisal system. As part of the conversion, rural land values need to be updated and old building sketches need to be reviewed and redrawn if necessary. We will also be converting many of our existing paper documents to electronic files. The intern would be asked to gather sales data of vacant land tracts and analyze the characteristics of each tract to develop a proposed update to the current land schedule. He/she would also review building sketches for accuracy and redraw as needed. Additionally, he/she would be tasked with researching requirements for management of records (i.e. documents that must be maintained as hard copy vs electronic copy). He/she would assist with converting and indexing documents once archival format has been determined.

The County will benefit in several ways from the proposed intern projects. Updates to the rural land schedule and building sketches will support fair market valuation thereby optimizing tax revenues. Conversion to electronic documents will have both monetary and non-monetary benefits. There will be less expense for printing and filing of paper documents. And electronic documents will be more easily accessible for taxpayers and office staff.

In order to complete the project, the intern would need to be able to gather and analyze data. Knowledge of Excel and the ability to manipulate data within spreadsheets is necessary. Training in basic mass appraisal methodology would be provided including instruction on electronic sketching of buildings. He/she would also need excellent organizational skills for data analysis and for indexing of



documents.

**For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404) 992-8737**

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).



## **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 along with a copy of the offer letter to 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization

## ACCG Civic Affairs Foundation

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

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: \_\_\_\_\_

Requested By: \_\_\_\_\_

#### Intern Information

Name: \_\_\_\_\_

Department Hired: \_\_\_\_\_

Number of Hours Worked: \_\_\_\_\_

Cost of Wages: \_\_\_\_\_

Cost of FICA: \_\_\_\_\_

Cost of Worker's Compensation: \_\_\_\_\_

Total Amount of Reimbursement Requested: \_\_\_\_\_

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 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 **October 11, 2024**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ACCG Civic Affairs Foundation

## 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](mailto: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?





**Georgia County Internship Program (GCIP)**

**INTERN CONSENT FORM**

I, \_\_\_\_\_, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and \_\_\_\_\_ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, 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, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

\_\_\_\_\_  
Signature of Intern

\_\_\_\_\_  
Date



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/ High School 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.***

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

**Background/History/Details:**

The State Court has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$3,259.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The interns will further develop the student's legal writing and research skills. Being able to work in a court, not as an advocate, but as a neutral person, offers law students a glimpse of the inner workings of the legal system and hands-on experience.

**What action are you seeking from the Board of Commissioners?**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

**If this item requires funding, please describe:**

Funding will be reimbursed through the ACCG grant.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Budget for revenue and expenditures need to be booked.

# ACCG Civic Affairs Foundation

## 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 the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

#### B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### A. Use of Grant Funds.

##### 1. Amount of Reimbursement

# ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County 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 reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

# ACCG Civic Affairs Foundation

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 (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. 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 intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. 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 over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
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. **Fair Labor Standards Act**
  3. **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).

# ACCG Civic Affairs Foundation

- I. **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.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part 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 COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding 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. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

## IV. CONTRACT MODIFICATION

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

This Agreement may be terminated in the following circumstances:

- 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 of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the 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.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

# ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

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

- A. The **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 seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-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 made by the **COUNTY** pertaining to this Agreement. 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**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, 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, video, or audio, 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.

# **ACCG** Civic Affairs Foundation

- 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, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- 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.

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	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

# ACCG Civic Affairs Foundation

**COUNTY:**

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2024

This \_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY CLERK CERTIFICATION:**

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk

# ACCG Civic Affairs Foundation

February 6, 2024

Ms. Tara Barfield  
One Center Drive  
Fayetteville, GA 30214

Dear Ms. Barfield,

I am pleased to inform you that Fayette County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation (“ACCG Civic Affairs Foundation”) contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the “Agreement”) that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Legal 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 Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs 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 the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn  
Kelly Espy  
Tameca Smith  
Steve Rapson



## Georgia County Internship Program Grant Application Summer 2024

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

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III 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 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org).

**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 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour 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: Grant Category

Select (X) the grant category for this application.

<b>General GCIP Grant</b>	<b>X</b>
<b>Kundell Environmental Grant</b>	
<b>Garner Health and Human Services Grant</b>	
<b>Verizon Grant</b>	

## Section II: General Grant Information

<b>County Name:</b>	<u>Fayette</u>
<b>County E-Verify Number:</b>	<u>58-6000826</u>
<b>Number of Interns Requested:</b>	<u>2</u>

<b>Are you submitting an application that includes a partner?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>List partners:</b>		
<b>Is your partner a nonprofit, college, or university?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>List contribution level</b>	_____ \$600 (25%)   _____ Other	
<i>(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. )</i>		

<b>Name of Grant Coordinator or other Primary Contact:</b>	Tara Barfield		
<b>County:</b>	Fayette		
<b>Department:</b>	State Court		
<b>Position:</b>	Judicial Administrative Coordinator		
<b>Address:</b>	One Center Drive, Fayetteville, GA 30214		
<b>Email:</b>	<a href="mailto:tbarfield@fayettecountyga.gov">tbarfield@fayettecountyga.gov</a>	<b>Phone:</b>	770-716-4264

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$3,000 plus FICA and WC supplement)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What amount?	\$:	
<b>OR</b>		



Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?		\$:	
Who will be the supervisor for the intern? Same as grant coordinator or other primary county contact			
<input checked="" type="checkbox"/> Other			
Name:	Kelly Espy		
Department:	State Court		
Position:	Staff Attorney		
Address:	One Center Drive, Fayetteville, GA 30214		
Email:	Kespy@fayettecountyga.gov	Phone:	770-716-4266
Has this individual previously supervised interns?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is adequate space available to support an intern?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If Yes, who will provide it:			
Has your county previously had an intern?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county ever had an intern in this field?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a college or university located in your county?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a technical college located in your county?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.)			
Interns must have strong reading and writing skills with the ability to think critically about legal issues and decipher the facts in a case.			
Will any special training be provided to the intern?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please describe:		This internship will further develop the students' legal writing and research skills.	
Please describe how your county plans to recruit and advertise the internship position:			
We plan to advertise the intern opportunities with the following law schools in Georgia: Atlanta's John Marshall Law School, Mercer University School of Law, Emory University School of Law, University of Georgia School of Law, and Georgia State University College of Law. We will post internship recruitment on each law school career center's webpage. We will also post it on Google/LinkedIn.			



## Section III: Project Description and Intern Position Title

### Project Information

Internship position title:	Legal 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.

**Dear Civic Affairs Foundation:**

**We are excited to bring in law students for the summer to offer them a unique experience. Being able to work in a court, not as an advocate, but as a neutral, offers law students a glimpse of the inner workings of the legal system that they can't get elsewhere. State Court hears both criminal and civil matters, ranging from traffic citations to personal injury cases, and many other issues. The interns will receive a case of their own to work from start to finish on a particular, often complex issue. They will draft and finalize an order for Judge Jason B. Thompson to review. As time allows, they may be able to do two or more orders. The law students will be reading and analyzing both sides of the argument, researching the applicable law, and putting what they learned about the specific facts of a case and the law into an order. There is frequent supervision and guidance from the Staff Attorney to assist the students. The students end up with a final written product that they worked hard on and can be proud of, as well bring a resolution to a case for the plaintiff and defendant.**

**Our interns also have the opportunity to observe court hearings and trials and be involved in the legal proceedings that isn't always available in other legal jobs. They will see real-time trial practice, listen to oral arguments in both criminal and civil matters and gain an understanding of the impact that cases have on an individual's life, as well as the lives of the parties' families and the community at large.**



**We feel that it is important for the law students to realize how meaningful the courts are to our community and why what we do matters. This is an irreplaceable experience that we are happy to share with out interns.**

**We thank you in advance for your consideration of a grant for our interns so that they can gain both legal experience and financial payment.**

**Sincerely,**

**Tara Barfield  
Fayette County State Court  
Judicial Administrative Coordinator  
770-716-4264**

**For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404) 992-8737**

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).



## **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 along with a copy of the offer letter to 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization

## ACCG Civic Affairs Foundation

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

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: \_\_\_\_\_

Requested By: \_\_\_\_\_

#### Intern Information

Name: \_\_\_\_\_

Department Hired: \_\_\_\_\_

Number of Hours Worked: \_\_\_\_\_

Cost of Wages: \_\_\_\_\_

Cost of FICA: \_\_\_\_\_

Cost of Worker's Compensation: \_\_\_\_\_

Total Amount of Reimbursement Requested: \_\_\_\_\_

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 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 **October 11, 2024**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ACCG Civic Affairs Foundation

## 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](mailto: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?



# **ACCG** Civic Affairs Foundation

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

### **INTERN CONSENT FORM**

I, \_\_\_\_\_, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and \_\_\_\_\_ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, 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, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

\_\_\_\_\_  
Signature of Intern

\_\_\_\_\_  
Date



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/ Highs School 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.***

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

**Background/History/Details:**

The Public Defender's Office has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$3,259.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The interns will be law students from Georgia law schools. They will need competence in legal research programs and Word documents. The interns will have hands on criminal defense training.

**What action are you seeking from the Board of Commissioners?**

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

**If this item requires funding, please describe:**

This grant will be administered as a pass-through grant with the interns being paid through the Fayette County payroll process in the Public Defender org code.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Budget for revenue and expenditures should be booked in the Public Defender org.

# **ACCG** Civic Affairs Foundation

## **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 the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

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

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### **II. REIMBURSEMENT TO COUNTY.**

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### **A. Use of Grant Funds.**

##### **1. Amount of Reimbursement**

# ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County 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 reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

# ACCG Civic Affairs Foundation

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 (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. 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 intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. 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 over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
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. **Fair Labor Standards Act**
  3. **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).

# ACCG Civic Affairs Foundation

- I. **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.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part 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 COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding 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. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

## IV. CONTRACT MODIFICATION

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

This Agreement may be terminated in the following circumstances:

- 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 of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the 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.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

# ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

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

- A. The **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 seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-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 made by the **COUNTY** pertaining to this Agreement. 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**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, 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, video, or audio, 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.

# **ACCG** Civic Affairs Foundation

- 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, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- 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.

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	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

# ACCG Civic Affairs Foundation

**COUNTY:**

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2024

This \_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY CLERK CERTIFICATION:**

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk

# ACCG Civic Affairs Foundation

February 6, 2024

Ms. LeeAnne Strohmann  
175 Johnson Avenue  
Fayetteville, GA 30214

Dear Ms. Strohmann,

I am pleased to inform you that Fayette County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation (“ACCG Civic Affairs Foundation”) contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the “Agreement”) that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Georgia Public Defender Legal 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 Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs 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 the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn  
Tameca Smith  
Steve Rapson



## Georgia County Internship Program Grant Application Summer 2024

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

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III 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 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org).

**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 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour 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: Grant Category

Select (X) the grant category for this application.

<b>General GCIP Grant</b>	X
<b>Kundell Environmental Grant</b>	
<b>Garner Health and Human Services Grant</b>	
<b>Verizon Grant</b>	

## Section II: General Grant Information

<b>County Name:</b>	<u>Fayette</u>
<b>County E-Verify Number:</b>	<u>EIN 586000826</u>
<b>Number of Interns Requested:</b>	<u>2</u>

<b>Are you submitting an application that includes a partner?</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>List partners:</b>			
<b>Is your partner a nonprofit, college, or university?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>List contribution level</b>	<input type="checkbox"/> \$600 (25%)	<input type="checkbox"/> Other	
<i>(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. )</i>			

<b>Name of Grant Coordinator or other Primary Contact:</b>	LeeAnne R. Strohmann		
<b>County:</b>	Fayette		
<b>Department:</b>	Griffin Judicial Circuit Public Defender		
<b>Position:</b>	Assistant Public Defender		
<b>Address:</b>	175 Johnson Avenue, Fayetteville, GA 30214		
<b>Email:</b>	<a href="mailto:lstrohmann@gapublicdefender.org">lstrohmann@gapublicdefender.org</a>	<b>Phone:</b>	770-716-4340

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$3,000 plus FICA and WC supplement)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:		
<b>OR</b>			



Is the county providing additional funding? (on top of the grant amount)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What amount?	\$:	
Who will be the supervisor for the intern?		
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact		
<input type="checkbox"/> Other		
Name:		
Department:		
Position:		
Address:		
Email:		Phone: <input type="text"/>
Has this individual previously supervised interns?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If Yes, who will provide it:		
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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.)		
The interns will be law students from Georgia law schools. They will need to be competent in legal research programs and Word documents.		
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please describe:	The interns will have hands on criminal defense training.	
Please describe how your county plans to recruit and advertise the internship position:		
Previously I have reached out to the law schools internship/externship coordinators to be on the list of opportunities for students, as well as their recommendations for students. I have also used word of mouth from prior interns. I believe that the Georgia Public Defender Council now has an internship recruitment office that helps spread the word to students.		



## **Section III: Project Description and Intern Position Title**

### **Project Information**

Internship position title:	Georgia Public Defender Legal 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.

The work of an attorney is more than just the legal process; it is the need to see the individual and the greater picture of the community at large. Law school teaches the law, but an internship teaches through personal, hands-on, face-to-face interaction with clients and their cases. An internship gives students realistic experience that will shape their career. Here at the Griffin Circuit Public Defenders Office we handle felony cases for indigent people. The law student interns will have the opportunity to not only watch the court proceedings, but also participate. Because third year law students are allowed to practice under the guidance of a licensed attorney, they will be amply prepared and given the chance write motions and to advocate on clients behalf before the court. In addition to the legal aspects of criminal defense, the law student interns will meet and speak with the clients' family and the members of this community. It is so important for lawyers to always remember why we do the job we do; that we are here to guide and advise clients, and more importantly, to listen to them with compassion and understanding to reach a just result for them. As interns here at the Public Defender Office, the students will learn aspects of criminal law, the legal process, and how to interact with clients and the court system. Not only will they be assisting this office with the caseload, but also they will be helping the community, one case at a time.



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**For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404) 992-8737**

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).



## **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 along with a copy of the offer letter to 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization

## ACCG Civic Affairs Foundation

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

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: \_\_\_\_\_

Requested By: \_\_\_\_\_

#### Intern Information

Name: \_\_\_\_\_

Department Hired: \_\_\_\_\_

Number of Hours Worked: \_\_\_\_\_

Cost of Wages: \_\_\_\_\_

Cost of FICA: \_\_\_\_\_

Cost of Worker's Compensation: \_\_\_\_\_

Total Amount of Reimbursement Requested: \_\_\_\_\_

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 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 **October 11, 2024**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ACCG Civic Affairs Foundation

## 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](mailto: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?



# **ACCG** Civic Affairs Foundation

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

### **INTERN CONSENT FORM**

I, \_\_\_\_\_, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and \_\_\_\_\_ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, 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, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

\_\_\_\_\_  
Signature of Intern

\_\_\_\_\_  
Date



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/ High School 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.***

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to appoint Emergency Management Director Brian Davis as the voting delegate to the Association of County Commissioners of Georgia (ACCG) for consideration of three statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council Members (RAC).

**Background/History/Details:**

The State of Georgia entered a Settlement Agreement with manufacturers and distributors of opioids that will bring payments of \$638 million to Georgia over 18 years. Department of Behavioral Health & Developmental Disabilities Commissioner Kevin Tanner is the Trustee of these funds. The State's share of the settlement funds is 75% (\$479 million) and will be put into a state-administered trust. Forty percent of the State's share of funds (\$191.6 million) must be spent on a regional basis. Commissioner Tanner asked the Association County Commissioners of Georgia (ACCG) to coordinate the role that Participating Local Governments will play with respect to the distribution of these regional funds.

The Memorandum of Understanding between the State of Georgia and Participating Local Governments requires the creation of the Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Councils (RACs), which will help to direct regional funding allocations. Three GOSAC members, representing local interests, and the RAC members for each region must be approved by the Participating Local Governments, which are defined as the litigating and non-litigating parties listed in the nationwide settlement agreements. Fayette County is considered a Participating Local Government, and is hereby being notified of the pending process to form the RACs. The voting delegate form is due to ACCG by March 15, 2024.

**What action are you seeking from the Board of Commissioners?**

Approval to appoint Emergency Management Director Brian Davis as the voting delegate to the Association of County Commissioners of Georgia (ACCG) for consideration of three statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council Members (RAC).

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

This is the State of Georgia's allocation of the opioid settlement.



191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

## ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

**TO:** Participating Local Governments to Georgia's Opioid Distributor Settlement, including Cities, Counties, Sheriffs, Community Service Boards, Hospitals and Hospital Authorities, Etc.

**FROM:** Dave Wills, ACCG Executive Director & Larry Hanson, GMA Executive Director

**DATE:** February 15, 2024

**SUBJECT:** Identification of Voting Delegate for Consideration of Three Statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council (RAC) Members

The Memorandum of Understanding between the State of Georgia and Participating Local Governments as part of Georgia's participation in the national Opioid Distributor and Janssen Settlements requires the creation of the Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Councils (RACs) to assess grant applications and recommend funding for the regional portion of the opioid settlement funds. As part of the settlement, Participating Local Governments are required to vote on three GOSAC representatives and the RAC members for their respective regions.

Each Participating Local Government will receive one vote as part of this process. This vote will be held at regional, in-person meetings (see the attached list), and the voting delegate must be present to cast his or her vote on behalf of the Participating Local Government. The slate will be approved if the majority of the voting delegates present vote in favor of it. Additional information on the regional meetings will be emailed to the voting delegates.

**Please complete and return this form no later than March 15, 2024 to ACCG Administration & Operations Director Beth Brown at [bbrown@accg.org](mailto:bbrown@accg.org) as a scanned email attachment or photo.** If you choose to send it as a photo, please make sure the information provided below is clear and easy to read. Your prompt attention to this matter is greatly appreciated.

---

### PARTICIPATING LOCAL GOVERNMENT VOTING DELEGATE FOR GOSAC AND RAC SLATE CONSIDERATION

---

 Name

---

 Title

---

 Participating Local Government

---

 Email

---

 Date

**For questions or additional information, please contact Beth Brown at [bbrown@accg.org](mailto:bbrown@accg.org) or 770-262-5092.**



191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

## ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

### REGIONAL MEETINGS

#### **Region 1**

**March 21 @ 10 a.m.**

Dawson County Government Center/Courthouse  
BOC Assembly Room (2<sup>nd</sup> Floor)  
25 Justice Way  
Dawsonville, GA 30534

#### **Region 2**

**March 25 @ 2 p.m.**

Greene County Administration Building  
1034 Silver Drive  
Greensboro, GA 30642

#### **Region 3**

**March 20 @ 10 a.m.**

Rockdale County CE Steele Community Center  
1040 Oakland Avenue  
Conyers, GA 30012

#### **Region 4**

**March 26 @ 2 p.m.**

Colquitt County Administration Building  
101 East Central Avenue  
Moultrie, GA 31678

#### **Region 5**

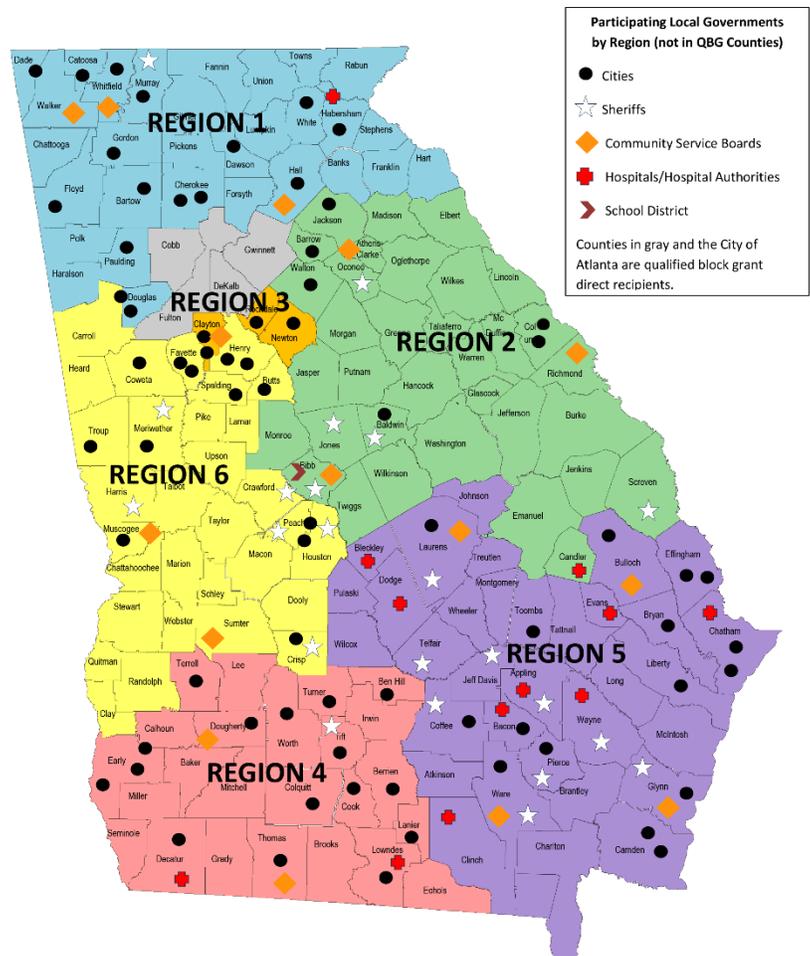
**March 26 @ 10 a.m.**

Appling County Courthouse Annex  
BOC Meeting Room (2<sup>nd</sup> Floor)  
69 Tippins Street  
Baxley, GA 31513

#### **Region 6**

**March 27 @ 10 a.m.**

Harris County Library  
7511 SR 116  
Hamilton, GA 31811



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to acquire all fee simple right-of-way and easements for the proposed roundabout of Veterans Parkway and Eastin Road (2004 SPLOST R-5i).

**Background/History/Details:**

This intersection was approved by the Board of Commissioners for an intersection improvement project on December 9, 2021. Design work is nearing completion and the right-of-way (ROW) exhibit is completed. This agenda item helps provide the appropriate basis from which the land acquisition activities can be concluded.

This agenda item seeks approval for staff to acquire the land necessary for future construction.

A copy of Pond's ROW exhibit is provided as back-up to this request.

**What action are you seeking from the Board of Commissioners?**

Approval to acquire all fee simple right-of-way and easements for the proposed roundabout of Veterans Parkway and Eastin Road (2004 SPLOST R-5i).

**If this item requires funding, please describe:**

Funding is available from the 2004 SPLOST (R-5i).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

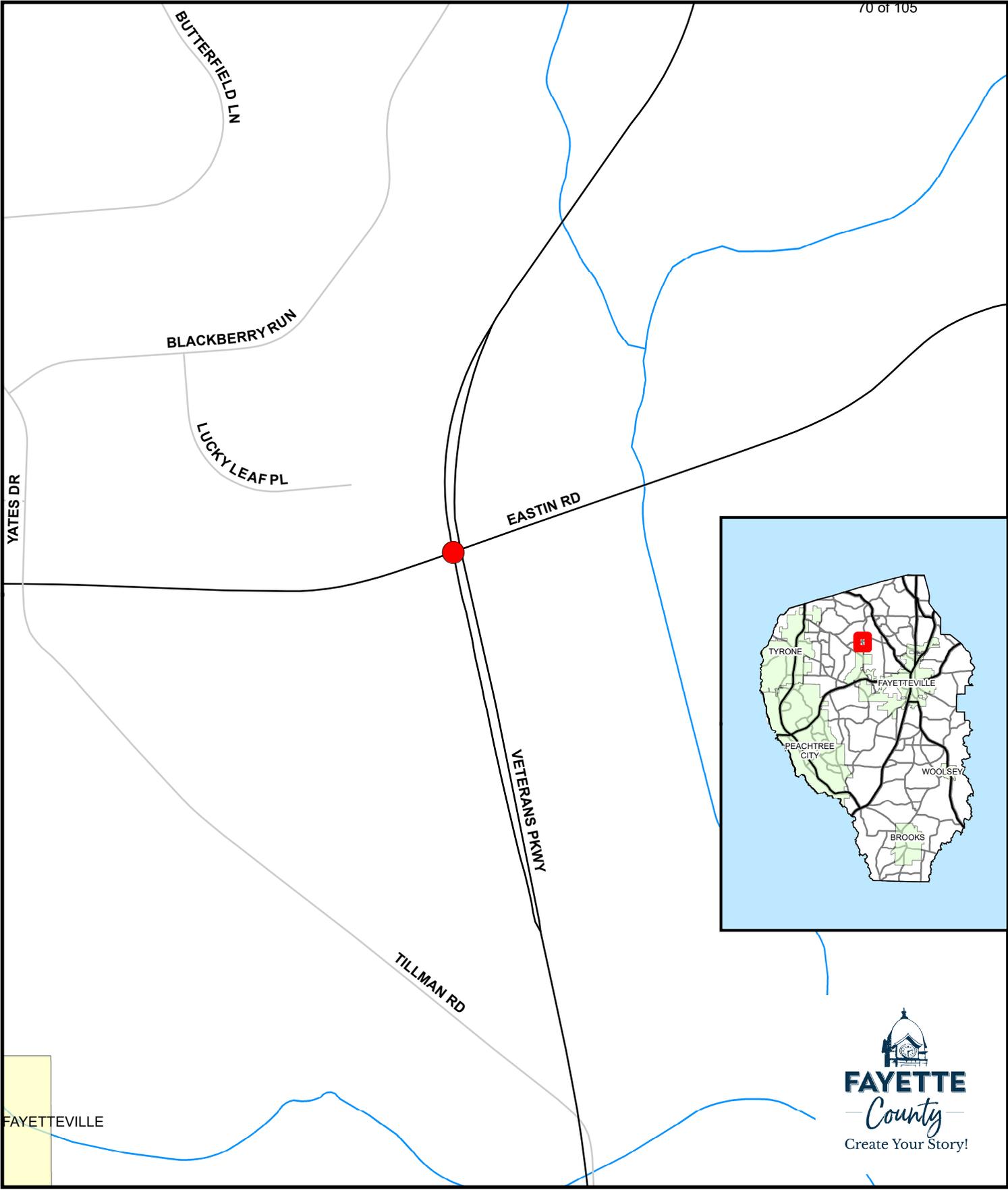
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

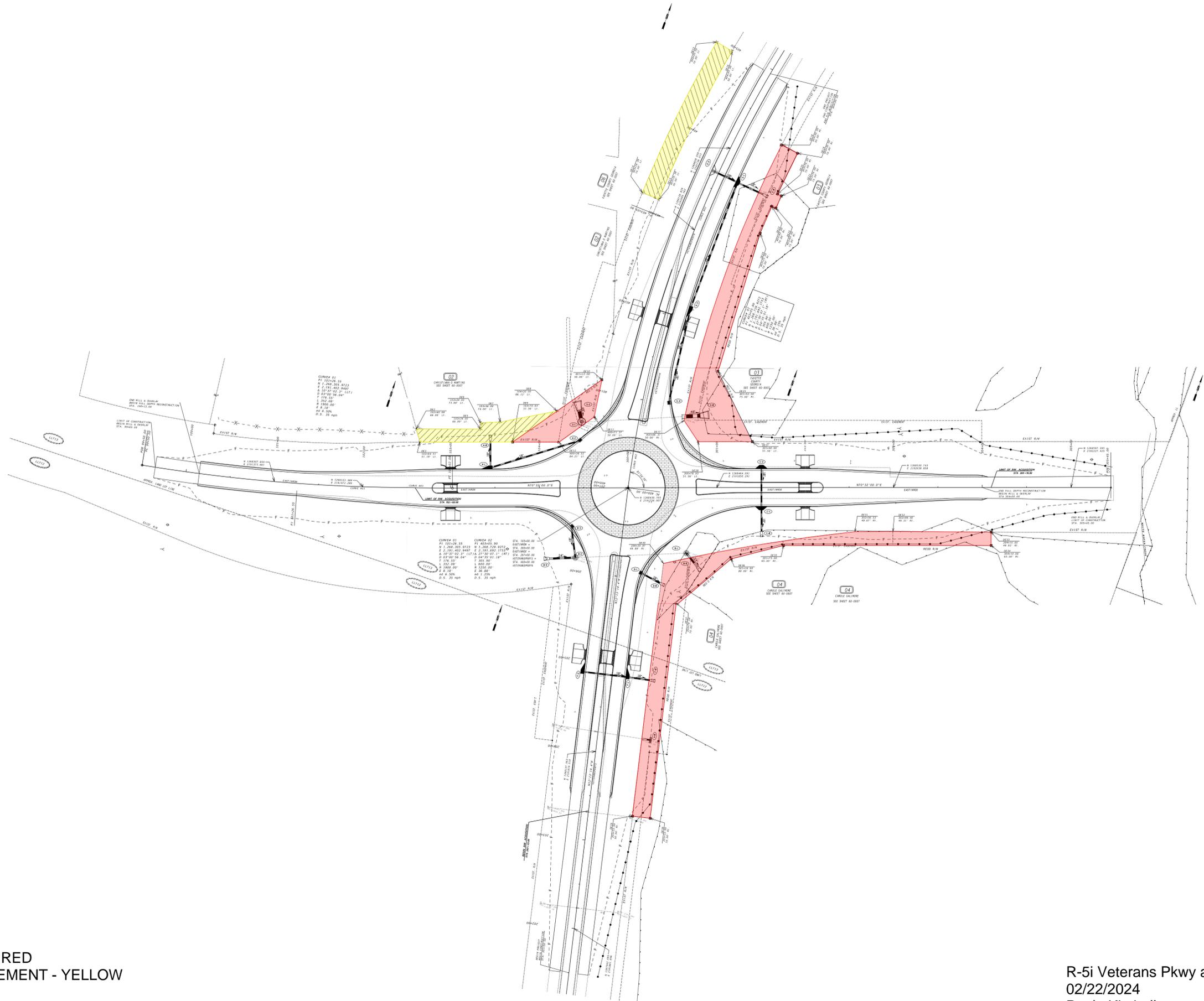
**Staff Notes:**



● Project Location

Fayette County 2004 SPLOST  
 R-5i Veteran's Pkwy and Eastin Rd  
 Inventory Map





REQUIRED ROW - RED  
PERMANENT EASEMENT - YELLOW

R-5i Veterans Pkwy and Eastin Rd  
02/22/2024  
Paola Kimbell

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 130 Darren Drive Culvert Replacement (19SBJ).

**Background/History/Details:**

The triple 96-inch Corrugated Metal Pipe (CMP) system beneath Darren Drive at the Shoal Creek crossing is damaged beyond repair and has exceeded its serviceable life. The existing system will be replaced with triple 9-ft by 9-ft and double 9-ft by 5-ft Reinforced Concrete Box Culverts.

This agenda item helps provide the appropriate basis from which the land acquisition activities can be concluded.

**What action are you seeking from the Board of Commissioners?**

Approval to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 130 Darren Drive Culvert Replacement (19SBJ).

**If this item requires funding, please describe:**

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 130 Darren Drive Culvert Replacement (19SBJ) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

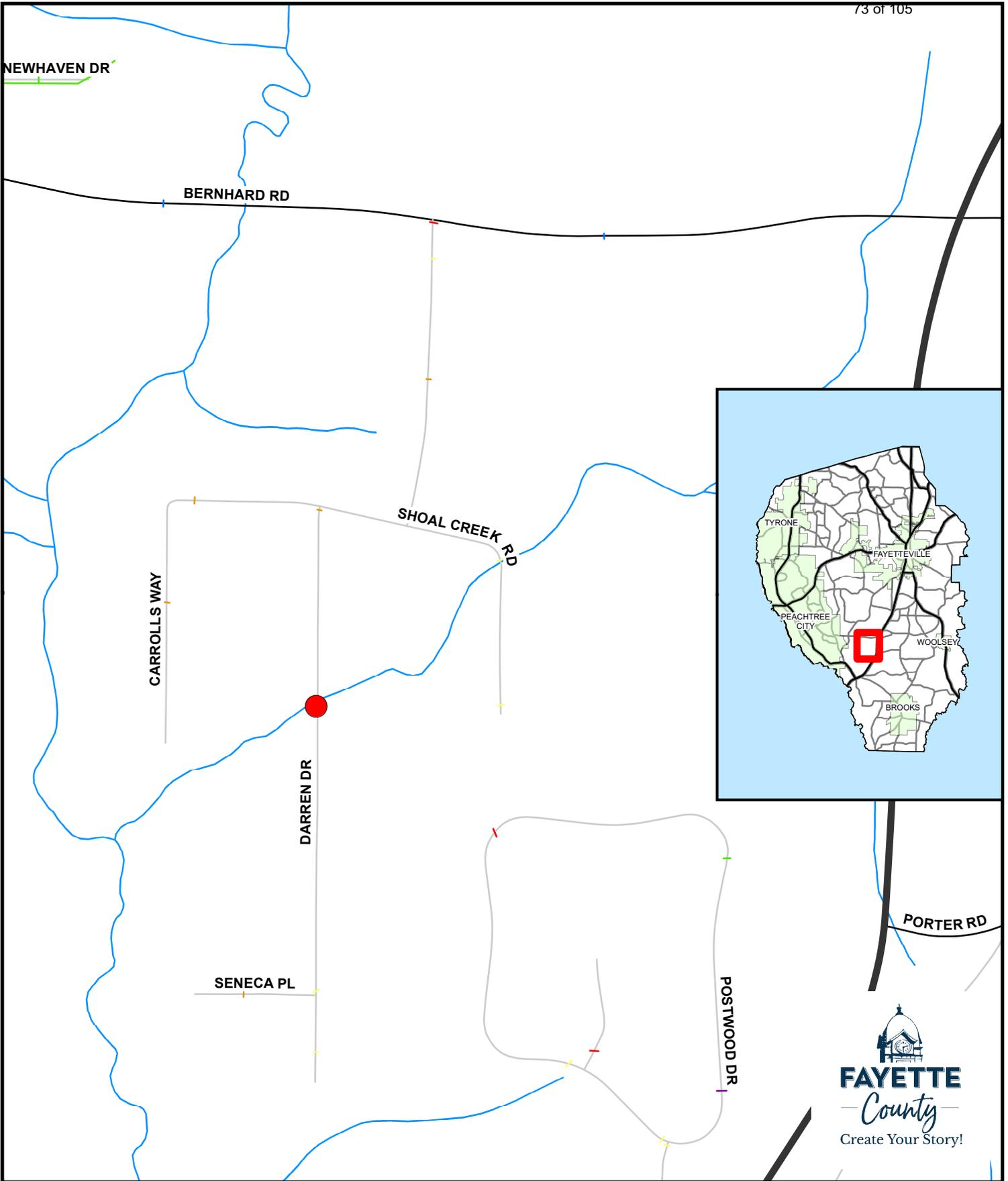
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



● Project Location

Fayette County 2017 SPLOST  
 130 Darren Drive- 19SBJ  
 Stormwater Culvert Replacement





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MARK	COUNTY COMMENTS	DATE	APPR.
1		08/22/2022	

DESIGNED BY: FAH	DATE: JANUARY 26, 2024
DWN BY: MIDW	SOLICITATION NO.:
SUBMITTED BY: FAH	CONTRACT NO.:
FILE NAME: CG-101	FILE NUMBER: CG301
SIZE: 22" x 34"	PLOT SCALE: 1/2" = 34'
	PLOT DATE:

**FAYETTE COUNTY**  
 140 STONEMALL AVE., SUITE 203,  
 FAYETTEVILLE, GA, 30214

**POND**  
 3509 Fayetteville Road, Suite 500  
 Fayetteville, GA 30215  
 Phone: (770) 338-7140  
 Fax: (770) 338-7144  
 POND PROJECT NO. 1180089

**DARREN DRIVE**  
**CULVERT REPLACEMENT**  
 FAYETTE COUNTY, GA, 30214

**EASEMENT EXHIBIT**

SHEET IDENTIFICATION  
**CG301**

**SHEET LEGEND**

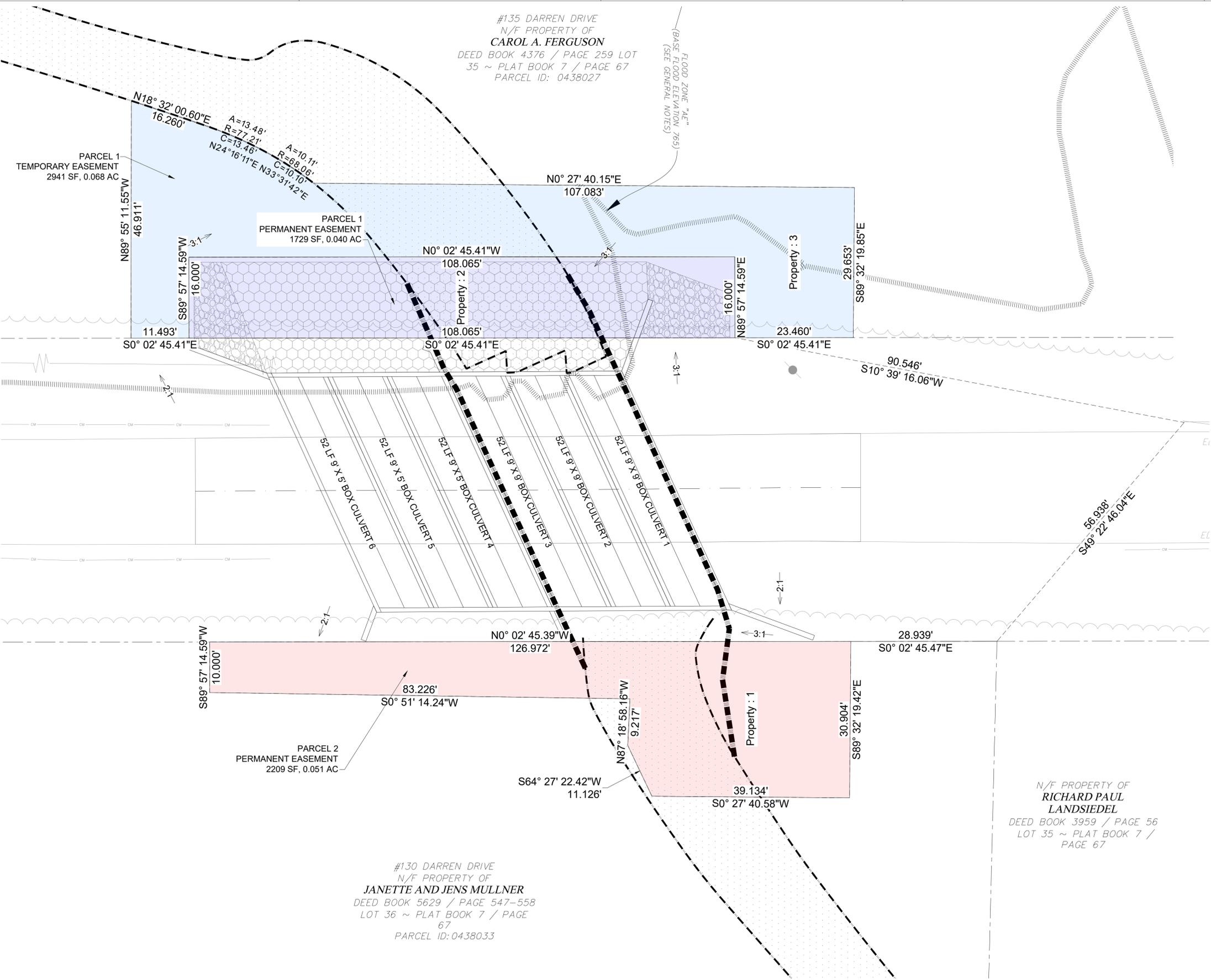
- PARCEL 1 TEMPORARY EASEMENT
- PARCEL 2 PERMANENT EASEMENT
- PARCEL 2 PERMANENT EASEMENT

#135 DARREN DRIVE  
 N/F PROPERTY OF  
**CAROL A. FERGUSON**  
 DEED BOOK 4376 / PAGE 259 LOT  
 35 ~ PLAT BOOK 7 / PAGE 67  
 PARCEL ID: 0438027

(BASE FLOOD ELEVATION: 765)  
 (SEE GENERAL NOTES)

#130 DARREN DRIVE  
 N/F PROPERTY OF  
**JANETTE AND JENS MULLNER**  
 DEED BOOK 5629 / PAGE 547-558  
 LOT 36 ~ PLAT BOOK 7 / PAGE  
 67  
 PARCEL ID: 0438033

N/F PROPERTY OF  
**RICHARD PAUL LANDSIEDEL**  
 DEED BOOK 3959 / PAGE 56  
 LOT 35 ~ PLAT BOOK 7 /  
 PAGE 67



FILE NAME: X:\FY22\1220302\04\_CAD\_BIM\04\_02\_CAD\CG-101.dwg PLOTTED: Thursday, January 25, 2024

**A1 EASEMENT EXHIBIT**  
SCALE: 1" = 10'



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to award Contract 2371-S, EagleView Aerial Pictometry, to Pictometry International Corporation dba EagleView for a total contract amount of \$155,711.70; and to transfer \$40,000 from Project 241AC, and \$16,000 from General Fund Project Contingency, to Project 231AG; Flight Over Fayette County, to fund the balance of the six-year contract.

**Background/History/Details:**

Current aerial photography is necessary for various Geographic Information System (GIS) purposes. EagleView is proposed as the sole source contractor for several reasons:

\*EagleView is the only imagery company that fully integrates with WinGap, Spillman, and qPublic, all of which are software services used by the county.

\*Historical data used on a daily basis resides on the pictometry site hosted by EagleView.

\*EagleView offers Change Finder which compares previous to current images to identify new, changed, or demolished structures. This service would be available at a later date, for an additional fee.

The proposed contract is a six-year commitment, with annual installments of \$25,951.95. It includes creation of a new set of aerial imagery in the first (flight one) and fourth years (flight two), and a hosted website with access to the on-line imagery and data.

Requested transfers are needed from Project 241AC Aerial Photography LIDAR \$40k (project will not be completed, due to cost), and an additional \$16k from General Fund Project Contingency, to fully fund the contract.

The City of Fayetteville has contributed \$17,000 and the Town of Tyrone has contributed \$6,900 toward the cost of this project, leaving \$131,811.70 to be funded by Fayette County.

**What action are you seeking from the Board of Commissioners?**

Approval to award Contract 2371-S, EagleView Aerial Pictometry, to Pictometry International Corporation dba EagleView for a total contract amount of \$155,711.70; and to transfer \$40,000 from Project 241AC, and \$16,000 from General Fund Project Contingency, to Project 231AG; Flight Over Fayette County, to fund the balance of the six-year contract.

**If this item requires funding, please describe:**

Partial funding is available in the amount of \$100,000 in Project 231AG - Flight Over Fayette County. Requesting transfer of the \$40k balance from Project 241AC and \$16k General Fund Project Contingency to fund the project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson  
 From: Ted L. Burgess *TJB*  
 Date: March 14, 2024  
 Subject: Contract #2371-S: EagleView Aerial Pictometry

The county needs to update the aerial imagery for its various GIS uses. It is proposed to contract with EagleView to provide the imagery for several reasons:

- EagleView is the only imagery company that fully integrates with WinGAP, Spillman, and qPublic, which are all software services used by the county.
- The historical data we use on a daily basis resides on the pictometry site hosted by EagleView.
- EagleView offers Change Finder, which compares previous images to new ones, and identifies new, changed, or demolished structures. This service would be available at a later date, for an additional fee.

The proposed contract is a six-year commitment, with annual amounts of \$25,951.95. It includes creation of a new set of aerial imagery in the first and fourth years, and a hosted website with access to the on-line imagery and data. The City of Fayetteville has contributed \$17,000 and the Town of Tyrone has contributed \$6,900 toward the cost of this project. These funds have been deposited into General Funds.

Project #231AG was established with \$100,000.00 for aerial pictometry. To fully fund the project for the six years, it is requested to transfer \$40,000.00 241AC (This project was funded for a LIDAR capture, which will not be done because of the cost, and \$16,000.00 from Project Contingency.

A Contractor Performance Evaluation for previous work done by EagleView is attached. Specifics of the contract are as follows:

<b>Contract Name</b>	#2371-S: EagleView Aerial Pictometry
<b>Contractor</b>	Pictometry International Corp. dba EagleView
<b>Type of Contract</b>	Sole source, six-year commitment

<b>Contract amount:</b>	
Annually	\$25,951.95
Six-Year Total	\$155,711.70

<b>Budget:</b>		
Project 231AG	\$100,000.00	Flight Over Fayette
Project 241AC	40,000.00	Requested transfer – LIDAR Capture
Contribution	<u>16,000.00</u>	Requested transfer – Project Contingency
Total	\$156,000.00	

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

**VENDOR INFORMATION****COMPLETE ALL APPLICABLE INFORMATION**

Company Name: <b>Pictometry International Corp. dba EagleView</b>	Contract Number:
Mailing Address: <b>25 Methodist Hill Drive</b>	Contract Description or Title: <b>Previous EagleView services</b>
City, St, Zip Code: <b>Rochester, NY 14623</b>	Contract Term (Dates) From: _____ To: _____
Phone Number:	Task Order Number:
Cell Number: <b>336-500-1016</b>	Other Reference:
E-Mail Address: <a href="mailto:Kevin.Lamonds@eagleview.com">Kevin.Lamonds@eagleview.com</a>	

**DEFINITIONS**

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

**EVALUATIONS (Place "X" in appropriate box for each criterion.)**

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

**EVALUATED BY**

Signature: 	Date of Evaluation: 1/16/2024
Print Name: Lee Ann Bartlett	Department/Division: Assessors Office
Title: Chief Appraiser	Telephone No: 770-305-5272



**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
 Edward Gibbons, Vice Chairman  
 Eric K. Maxwell  
 Charles D. Rousseau  
 Charles W. Oddo

Consent #8

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. Smith, County Clerk  
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

February 22, 2024

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**OFFICIAL SESSION:****Call to Order**

Chairman Lee Hearn called the February 22, 2024 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. No members were absent.

**Invocation and Pledge of Allegiance by Commissioner Lee Hearn**

Chairman Hearn offered the invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Oddo moved to accept the agenda as written. Vice Chairman Edward Gibbons seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:****1. Recognition of Arnold Martin for his seven (7) years of service on the Planning Commission.**

Planning and Zoning Director Deborah Bell, on behalf, of the Board expressed her appreciation of Arnold Martin for his seven (7) years of service on the Planning Commission.

**PUBLIC HEARING:**

*Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings for rezonings.*

**2. Consideration of Petition No.1338-24, Jerry Battle, Jr., and Melissa Battle, owners, Randy Boyd, agent, request to rezone 2.14 acres from A-R to R-72 for the purposes of creating a legal, conforming lot to build a single-family home; property located in Land Lot 252 of the 4th District and fronts on McBride Road.**

Commissioner Maxwell moved to table this item to the March 28, 2024 BOC Meeting Vice Chairman Gibbons seconded. The motion passed 5-0.

**3. Consideration of Petition No. 1339-24, Thomas Crossroads, LLC, owner, Richard Lindsey, agent, request to rezone 5.102 acres from R-70 to C-H (Highway Commercial) for the purposes of locating the septic field for the**

**adjacent development, and for other commercial uses; property located in Land Lot 253 of the 4th District and fronts on State Route 85 South.**

Ms. Bell stated that this request was to rezone 5.102 acres from R-70 to C-H (Highway Commercial) for the purposes of locating the septic field for the adjacent development, and for other commercial uses; property located in Land Lot 253 of the 4th District and fronts on State Route 85 South. The property was currently identified as Tract 2 on the Minor Subdivision Plat of U.S. Station. This property was located in the General State Route Overlay Zone. She stated that Reese Developers applied to rezone the property from A-R to O-I to construct an office park in 2005. On July 28, 2005, the Board of Commissioners approved rezoning the property to R-70. On November 27, 2023, the adjacent parcel applied for and received a variance to allow the septic drain field to encroach upon the zoning buffers. This is the same septic system noted in the application. The applicant would prefer to locate the septic field on the current subject parcel, rather than in the buffer of 1552 Hwy 85 S. Ms. Bell stated that the Planning Commission recommended conditional approval of the request, subject to staff's recommended conditions. However, staff recommended denial based on the Future Land Use Map. Ms. Bell noted that, if approved, staff recommended the following conditions: 1. Parcel 0450 090 shall be combined with parcel 0450 070 in an approved minor subdivision plat within 180 days of the approval of the rezoning request. Revised plat must include the 50' buffer separating the C-H Zoning from the residential zoning. 2. The existing asphalt driveway be removed within 180 days of the approval of the rezoning request. 3. If the septic system for 1552 S Highway 85 encroaches into this property, a revised site plan be submitted for approval within 90 days of the minor subdivision plat being approved and recorded.

Richard Lindsey, agent, stated that this request was to rezone 5.102 acres from R-70 to C-H (Highway Commercial) for the purposes of locating the septic field for the adjacent development, and for other commercial uses. He noted that this was part of the old US station built in the 60's or 70's being used commercially for the past 50+ years and was never residential. Mr. Lindsey stated that this property was next to property that was currently being redeveloped and historically been a convenience store/service station location. To the north was vacant property and to the south was Whitewater Middle School and a large church. Mr. Lindsey expressed that in his opinion, the current zoning and land use plan was out of touch with reality. He stated that this property had been a long-standing commercial property for decades and leaving it residential was a total taking of the value of the property. If rezoned the desire of the applicant was to redesign the septic system drain field on the southeastern portion of this property. Also, if rezoned the transportation overlay would apply and protect the quality of the development that could go there, protecting the architecture, landscaping, and lighting of that property and area. He noted that this rezoning would increase the buffer between the residential zoned properties and this property. The type of development the applicant was anticipating putting there was a small retail space/center because of the unique shape of the property it would be a small commercial center with services and product aimed for the local community. Mr. Lindsey outlined six rezoning factors that the counties and cities should review when considering rezonings as highlighted at the Planning Commission Meeting via ACCG.

The following citizens made comments in favor of the rezoning:

Mr. Ed White reiterated comments of Mr. Lindsey stating that this property should not have been zoned residential in 2005 and undermined the credibility of the Land Use Plan. This property had been a long-standing commercial property for decades. He stated that the residential zoning was inappropriate, unreasonable, and undefeatable and a total taking of the property deeming it ultimately valueless.

The following citizens made comments in opposition to the rezoning:

Tim Toms. Comments included concerns regarding traffic, a diminished quality of life and tranquility to the community. He stated that there is a property for everybody and if left residential it could potentially be purchased in the future, there are other uses available other than a commercial zoning.

Mr. Lindsey stated that this rezoning could eliminate one of the four driveways on the property and would create an increased buffer that currently did not exist. He noted that nothing had happened with the property since the rezoning in 2005 and nothing would happen in the future in this current residential zoning.

Commissioner Eric Maxwell asked if they knew what the plans for the property was.

Mr. Lindsey stated that there were no current plans for the property. He stated that whatever was put there would have to fit within the ordinances of the county and they wanted it to look nice to ensure they protect their investment.

Commissioner Maxwell asked where the new septic system would be located.

Mr. Lindsey stated it would be toward the south end of the property.

Commissioner Maxwell asked how they would close the north driveway.

Mr. Lindsey stated that they would saw cut the asphalt and remove all that was in the right-of-way. During the development the current asphalt lot would be used to park vehicles temporarily and once complete removed.

Vice Chairman asked why the request is to rezone the property commercial just to relocate the septic system.

Mr. Lindsey stated that the septic system relocation was not the driving force of this request. He reiterated that there was no use for the property in the residential zoning and requesting the commercial zoning would allow for better opportunity to use the property.

Vice Chairman Gibbons stated that he felt the request was disingenuous and once rezoned commercial it would be used for commercial use.

Mr. Lindsey expressed his apologies because he thought he had outlined for the Board the applicants desired to but a small retail /center on the property. It would be a commercial use there. If rezoned this would increase the buffers for the residential area.

Commissioner Maxwell moved to approve Petition No. 1339-24, Thomas Crossroads, LLC, owner, Richard Lindsey, agent, request to rezone 5.102 acres from R-70 to C-H (Highway Commercial) for the purposes of locating the septic field for the adjacent development, and for other commercial uses; property located in Land Lot 253 of the 4th District and fronts on State Route 85 South, with the 3 outlined conditions. Motion failed due to lack of second.

Commissioner Oddo stated that the requests are logical, but it was his goal to maintain lower density of the southern portion of the county. When making a change to how the area will look, he wanted to garner public input and going from residential to commercial was different. Commissioner Oddo stated that he understood the arguments for both sides with no right or wrong. He stated that the goal of the Board was to remain consistent in their decisions. He also stated that this may be an item that could be reviewed when updating the Future Land Use Plan in the next few years.

Vice Chairman Gibbons moved to deny Petition No. 1339-24, Thomas Crossroads, LLC, owner, Richard Lindsey, agent, request to rezone 5.102 acres from R-70 to C-H (Highway Commercial) for the purposes of locating the septic field for the adjacent development, and for other commercial uses; property located in Land Lot 253 of the 4th District and fronts on State Route 85 South. Motion failed due to lack of second. Commissioner Rousseau seconded. The motion passed 4-1, with Commissioner Maxwell voting in opposition.

- 4. Consideration of Petition No.1340-24, Tommy O. Davis, owner, Darrell Baker, agent, request to rezone 4.03 acres from A-R to C-C (Community Commercial) for the purposes of developing a convenience store with fuel sales and retail space; property located in Land Lot 5 of the 5th District and fronts on SR 85 South, Harp Road and Old Senoia Road.**

Ms. Bell stated that this request was an undeveloped property that has no prior rezonings. It was a legal, nonconforming lot and was zoned A-R (Agricultural-Residential). The applicant was requesting to rezone to C-C (Community Commercial) to develop a convenience store with fuel pumps and additional retail space, which is a conditional use in the C-C zoning district. She stated that both staff and the Planning Commission recommended denial because Rural Residential - 2 (1 unit/2 acres), was the designated use so the request for C-C zoning is not appropriate. If approved, staff recommends the following conditions:

1. Harp Road is a minor arterial. The developer shall dedicate right of way, as needed, to provide 50 feet as measured from the existing centerline of Harp Road. The corner at the intersection of Harp Road and Old Senoia Road shall be chamfered 20 feet along tangent legs. 2. Submittal of the warranty deed and legal descriptions shall be provided to the County within 60 days of the approval of the rezoning request, or prior to the submittal of a development site plan, whichever comes first. Ms. Bell proved an overview of the property location within the county included surrounding property zoning.

Darrell Baker, applicant agent, provided an overview of the property to the Board for consideration. Mr. Baker highlighted concerns related to land rights, the taking of property based on road improvements, previous zonings, and the change in nature of the current community. Mr. Baker stated that he was a long-time resident of Fayette County and had watched the area develop around him. He stated that the current owner purchased the property 41 years ago and it had been for sale for 31 years with no sale. He stated that the property was not a suitable commercial or residential property. This was the only feasible use of this property. Because of the layout and non-conforming character of the property, he noted other properties near signalized intersections like this property had similar uses. Concerns expressed were related to the convenience/fuel station hours of operation, lighting transfer, ingress/egress issues, and traffic. Mr. Baker stated that this was the best use for this property.

The following citizens made comments in opposition to the rezoning:

Harris Sweetman, David Deloach, Paulette Roberts, Dan Lorton, Russell Blythe, Kathleen Moyer Ware, Doris Davis. Comments included concerns related to traffic, diminished quality of life, light transfer, increased crime, not the appropriate place for this type of facility, and that this was not the only available use for the property.

Commissioner Maxwell moved to deny Petition No.1340-24, Tommy O. Davis, owner, Darrell Baker, agent, request to rezone 4.03 acres from A-R to C-C (Community Commercial) for the purposes of developing a convenience store with fuel sales and retail space; property located in Land Lot 5 of the 5th District and fronts on SR 85 South, Harp Road and Old Senoia Road. Commissioner Rousseau seconded. The motion passed 5-0.

**5. Consideration of Petition No. 1341-24, Veterans Parkway and Lees Mill North, LLC, owner, and Jeff Collins, agent, request to rezone 10.95 acres, which is a portion of parcel 0707011, from A-R to R-70, for the purpose of combining it with an existing single-family residential property; property located in Land Lots 14 and 19 of the 7th District.**

Ms. Bell stated that this request was to rezone 10.95 acres, which is a portion of parcel 0707011, from A-R to R-70, for the purpose of combining it with an existing single-family residential property; property located in Land Lots 14 and 19 of the 7th District. She stated that the purpose was to combine this tract with Parcels 0708067 and 0708057, with all three tracts being combined into a single parcel. This property was part of the recently rezoned land designated for the National Soccer Training Facility. The request was consistent with the Future Land Use Plan. Ms. Bell stated that both staff and the Planning Commission recommended conditional approval with one (1) condition: 1. Parcels 0708 067 and 0708 057 and this rezoned portion shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the approval of any additional building permits, whichever comes first. Ms. Bell provided a brief visual overview of the property location within the county.

Jeff Collins property owner agent stated that the intent of this request was to subdivide this property out of the soccer facility site and convey it to the adjacent property owners. This would be combined with their current property creating a larger buffer from the soccer facility site.

No one spoke in favor or opposition.

Mr. Davenport noted that there was one recommended condition and asked the petitioner if they agreed to the condition.

Mr. Collins stated that they did agree to the condition as outlined.

Commissioner Maxwell moved to approve Petition No. 1341-24, Veterans Parkway and Lees Mill North, LLC, owner, and Jeff Collins, agent, request to rezone 10.95 acres, which is a portion of parcel 0707011, from A-R to R-70, for the purpose of combining it with an existing single-family residential property; property located in Land Lots 14 and 19 of the 7th District, with outlined conditions. Vice Chairman Gibbons seconded. The motion passed 5-0.

**6. Consideration of Resolution 2024-03 to Transmit the Fayette County 2023 Annual Report on Fire Services Impact Fees (FY2023), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2024-FY2028) to Atlanta Regional Commission (ARC) for review by Department of Community Affairs (DCA).**

Mr. Rapson stated as a point of clarification that this was sperate from the discussion of item #10 but was related to Fire Services Impact Fees currently in place.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve Resolution 2024-03 to Transmit the Fayette County 2023 Annual Report on Fire Services Impact Fees (FY2023), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2024-FY2028) to Atlanta Regional Commission (ARC) for review by Department of Community Affairs (DCA). Commissioner Oddo seconded. The motion passed 5-0.

**PUBLIC COMMENT:**

Velma Kelly of Fayetteville expressed her concerns related to the upcoming Car and Bike Show being advertised at the Rick Ross' property. She noted that based on her understanding, this event brought in a lot of money for the county but still was concerned about crowd control, traffic, and noise and asked about law enforcement presence at the event and how they were hired and/or paid.

**CONSENT AGENDA:**

Commissioner Oddo moved to approve the Consent Agenda. Vice Chairman Gibbons seconded. The motion passed 5-0.

- 7. Approval of staff's recommended Mid-Year Budget Adjustments to the fiscal year 2024 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.**
- 8. Approval to acquire all fee simple right-of-way for the proposed intersection improvement signalized intersection of SR 54 and Tyrone Road (2017 SPLOST 21TAA).**
- 9. Approval of the February 8, 2024 Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**

- 10. Request to review the Impact Fee Ordinance update process and discuss possible amendments to Impact Fees and the Capital Improvement Element (CIE). This item was tabled at the January 25, 2024 Board of Commissioners meeting.**

Ms. Bell stated that this request was to review the Impact Fee Ordinance update process and discuss possible amendments to Impact Fees and the Capital Improvement Element (CIE). She stated that the current Impact Fee was \$600.57 for a new single-family home. This money would go to fund very specific state pre-identified and pre-approved fire elements. Ms. Bell stated that in the process of reviewing the Impact Fee Ordinance and possible amendments, she had identified four options. Ms. Bell provided a brief overview of Impact Fee Options for the Board as outlined below:

Option A (Status Quo) - included: no changes to Capital Improvement Element (CIE) – Project List, no changes to the service areas, and no changes to fees.

Option B – included amending the Capital Improvement Element (CIE) – new project list for Fire Services and no changes to fees.

Option C- included amending the Capital Improvement Element (CIE) - fire services only, amend Impact Fee Ordinance, and considering Amending fee schedule.

Option D- included amending the fire Capital Improvement Element (CIE), consider adding Parks & EMS, and consider amending fee schedule.

Ms. Bell stated that regardless of whether the Board elected to amend the 2001 service areas/programs or fees, the recommendation was to proceed with updating the text of the Impact Fee Ordinance. This was already part of the consultant's contract and would ensure compliance with current State Law. This activity can be incorporated into any of the outlined options.

Ms. Bell in response to the Board's inquires, provided a wide-lens overview of the Summary Maximum Impact Fee Schedule table, which presented the maximum fees based on studies of growth, population projections, etc. She stated that the maximum fee to be charged for Fire Services was \$1,566.24. Ms. Bell outlined the various charges for other element categories, if added, and any additional intergovernmental agreements and/or public hearings needed to include these services. Once completed the fee schedule would be amended. She noted that the impact fees in any given category could be anything up to that maximum as outlined in the table which would then be approved by the Board. Ms. Bell stated that the table also noted fees for nonresidential categories and were typically calculated on a per square foot basis, with exception to hotel/motel type uses.

Mr. Rapson directed the Board to the Impact Fee Options page of the presentation. He stated that this was where staff needed direction on how to proceed.

Commissioner Charles Rousseau asked if an affirmative vote would approve an evaluation of whichever selected option to be brought to the Board with recommendations.

Mr. Rapson stated that this was the evaluation, and the analysis was already completed. What was needed from the Board was to select an option to determine the amounts, levels, and which categories would be added and/or amended.

Vice Chairman Gibbons stated as an example that the Board could select to keep the Fire Services Impact fee only raising the amount to \$900 or select to expand the fees to other areas and provide a dollar figure within the outlined fee schedule amounts.

Mr. Rapson stated that was correct. He also wanted the Board to keep in mind what effect changes to the impact fees would mean to the development community. Currently the fee was \$600 and had historically been \$600, if raised would regardless of which category would be viewed holistically.

Vice Chairman Gibbons moved to proceed with option A as outlined in the Impact Fees and the Capital Improvement Element (CIE) presentation. Commissioner Maxwell seconded.

Mr. Rapson noted that Option B would probably be the minimum option if the Board wanted to maintain the Fire Impact Fee and update the new project list for Fire Services with no changes to fees.

Commissioner Charles Oddo stated that he was not inclined impact fee. He noted that it was a different type of tax, but a tax, nonetheless. He felt the motion was good how it was stated.

Vice Chairman Gibbons amended his motion and moved to proceed with option B as outlined in the Impact Fees and the Capital Improvement Element (CIE) presentation. Commissioner Maxwell amended his second. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

**NEW BUSINESS:**

**11. Request for approval to apply for a Georgia Governor's Office of Highway Safety grant in the amount of \$288,153.74.**

Mr. Rapson stated that this was a request from State Court for a Georgia Governor's Office of Highway Safety grant. This grant was specifically carved out for Accountability Court to address DUI's. Administrative Judges and DUI Court Programs, designed to remove repeated DUI offenders from Georgia's roadways through innovative prosecutorial/adjudication programs. This grant will provide funding for individual therapy, group therapy sessions, and drug testing lab services. Additionally, this grant, if approved, would fund the salary/benefits for the program coordinator and case manager.

Vice Chairman Gibbons moved to approve to apply for a Georgia Governor's Office of Highway Safety grant in the amount of \$288,153.74. Commissioner Oddo seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

**12. Request to approve Task Order 4 for a Not to Exceed (NTE) amount of \$625,822.51, to Practical Design Partners (PDP) to develop Preliminary Roadway and Right of Way Plans and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD).**

Transportation Engineer, Paola Kimball, stated that this request was to approve Task Order 4 for a Not to Exceed (NTE) amount of \$625,822.51, to Practical Design Partners (PDP) for the federal aid project on State Route 279 to develop Preliminary Roadway and Right of Way Plans.

Commissioner Oddo asked for a brief overview of the project.

Ms. Kimball stated that initially the project was for a realignment, but the decision was made to do an intersection improvement at State Route 279 and Highway 85 and Highway 85 and Corinth Road, which would correct the geometric deficiencies on Corinth Road adding paths and sidewalks to these intersections and a dual left turn lane from Highway 85 onto State Route 279.

Vice Chairman Gibbons moved to approve Task Order 4 for a Not to Exceed (NTE) amount of \$625,822.51, to Practical Design Partners (PDP) to develop Preliminary Roadway and Right of Way Plans and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD). Commissioner Oddo seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

**Hot Projects**

Mr. Rapson stated that the Hot Projects report was forwarded to the Board and included updates on the Parks and Recreation multi-use facility, Redwine Road multi-use path, Redwine Road/Bernhard Road/Peachtree Parkway roundabout, Coastline Bridge improvements, and the Animal Shelter facility.

In response to public comment Mr. Rapson advised that the County does not receive any funds from the Rick Ross event, aside from the \$30 application fee. He also stated that Fulton County Sheriff, Fulton County Police, Fayette County Sheriff's Office, South Fulton Police with Fayette County all assist in crowd control and security for this event. These officers are paid by Rick Ross directly and done with off duty officers. Fayette County Sheriff Office takes the lead in security for this event to ensure safety and that the transportation plan is proper implemented and enforced. This proposed event will be coordinated similarly to how it was done last year using the new special use permitting process. He noted that he will keep the Board updated as the process moved forward.

He noted that there were current projects planned for State Route 279 as well as a future corridor study.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there were two items for Executive Session. One item involving threatened litigation and the review of the February 8, 2024 Executive Session Minutes.

**COMMISSIONERS' REPORTS:**

**Commissioner Rousseau**

Commissioner Rousseau expressed his congratulations to the Fayette County Library for their recent Black History event. Kudos to Library Director Michelle Bennett-Copeland and her staff for a job well done in celebrating the diversity within this county.

**EXECUTIVE SESSION:**

**One item involving threatened litigation and the review of the February 8, 2024 Executive Session Minutes.**

Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:41 p.m. and returned to Official Session at 7:49 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

**Approval of the February 8, 2024 Executive Session Minutes:** Commissioner Oddo moved to approve February 8, 2024 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the February 22, 2024 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The February 22, 2024 Board of Commissioners meeting adjourned at 7:49 p.m.

\_\_\_\_\_  
 Marlana M. Edwards, Chief Deputy County Clerk

\_\_\_\_\_  
 Edwards Gibbons, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 14<sup>th</sup> day of March 2024. Attachments are available upon request at the County Clerk's Office.

\_\_\_\_\_  
 Marlana Edwards, Chief Deputy County Clerk

# COUNTY AGENDA REQUEST

87 of 105

Department:

Presenter(s):

Meeting Date:

Type of Request:

### Wording for the Agenda:

Request to approve Change Order 1 of Contract 2337-P, MEJA, to set the Guaranteed Maximum Price (GMP) of \$5,671,105 for the construction of the Fire Training Classroom Building & Training Tower.

### Background/History/Details:

The Fayette County Fire & EMS Classroom Building and Training Tower is the final phase of the development of a Public Safety Training Facility located at 340 Hewell Road, Jonesboro, on the same site as the Fayette County Sheriff's Office Training Center. The project delivery for the new Fire & EMS Classroom Building and Training Tower is through the appointment of a Construction Manager at Risk (CMAR). The CMAR provides professional services and acts as a consultant to the owner in the construction phases of the classroom and training tower construction. Mr. Tim Symonds of Morgan Mill Consulting is the Project Manager.

Since being appointed, MEJA has reviewed the design and developed a GMP through pricing received from their sub-contractors. MEJA is now presenting their GMP for approval. This has been checked and reviewed by the Project Manager. The GMP falls within the available funds budgeted for the work.

The proposed schedule is to start on site at the beginning of May 2024 with all construction work being completed by March 31, 2025.

MEJA's initial contract amount of \$475,000 for General Conditions and General Requirements plus the Construction Manager fee, will be increased by \$5,196,105 (Change Order 1), for a total Guaranteed Maximum Price of \$5,671,105.

### What action are you seeking from the Board of Commissioners?

Approval of Change Order 1 of Contract 2337-P, MEJA, to set the Guaranteed Maximum Price (GMP) of \$5,671,105 for the construction of the Fire Training Classroom Building & Training Tower.

### If this item requires funding, please describe:

Project Funding is available from the following:  
21AR4, 21AR5, 193AH, P23AA

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

### Staff Notes:

Funding breakdown is on page 2 of the attached memo.



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: March 14, 2024

**Subject: Contract 2337-P: Fayette County Fire & EMS Classroom Building and Training Tower Construction Manager at Risk Change Order 1: Guaranteed Maximum Price**

The Fayette County Fire & EMS Classroom Building and Training Tower is the final phase of the development of a Public Safety Training Facility located at 340 Hewell Road, Jonesboro, on the same site as the Fayette County Sheriff's Office Training Center. The project delivery for the new Fire & EMS Classroom Building and Training Tower was through the appointment of a Construction Manager at Risk (CMAR).

MEJA Construction, Inc. was awarded Contract 2337-P by the Board of Commissioners on January 25, 2024, to provide CMAR services and act as a consultant to the owner in the construction phases of the classroom and training tower construction. MEJA's initial contract of \$475,000 included their Construction Management (CM) fee of 3%, pre-construction costs, and anticipated General Conditions and General Requirements (GC/GR) Costs. These were calculated based on an estimated construction cost of \$5,500,000.

The CMAR has worked closely with the Project Manager, Morgan Mill Consulting, to calculate a Guaranteed Maximum Price (GMP).

The GMP includes the following:

Fire Training Classroom Bldg. Construction Cost	\$3,738,737
Fire Training Tower, inc. foundations	1,282,190
GC/GR Cost	310,000
Contingency & Allowances	175,000
CM Fee (3%)	<u>165,178</u>
GMP	\$5,671,105 (Attachment 1)

Specifics of the proposed contract are as follows:

**Contract Name** 2337-P: Fayette County Fire & EMS Classroom Building and Training Tower Construction Manager at Risk  
**Change Order 1** **Guaranteed Maximum Price**  
**Contractor** MEJA Construction, Inc.  
**Original Contract Amount** \$ 475,000  
**Change Order 1** **\$5,196,105**  
**Guaranteed Maximum Price** \$5,671,105

**Budget:**

	<b>CIP</b>	<b>CIP</b>	<b>CIP</b>	<b>2023 SPLOST</b>	<b>Total</b>
Fund	<b>375</b>	<b>375</b>	<b>375</b>	<b>327</b>	
Org Code	37530550	37530550	37530550	32730550	Fire
Object	541210	541210	541210	541210	Other Imp.
Project	21AR4	21AR5	193AH	P23AA	
CO 1 Amount	\$1,175,000	\$1,372,840	\$718,904.55	\$1,929,360.45	\$5,196,105
Available	\$1,175,000	\$1,372,840	\$718,904.55	\$2,000,000.00	\$5,266,744.55

# Fayette County Fire Department - Fire Training Classroom Building & Training Tower

Mar-24

## Total Cost Report - Executive Summary

<b>Budget Funds Summary</b>			
Fire	Total Project Budget	Expended / Enc	Available Budget
193AH Links Training Design / Develop	\$3,808,674	\$3,089,769	\$718,904.55
21AR4 Fire Training Building / Tower	\$1,650,000	\$475,000	\$1,175,000
21AR5 Fire Classrooms & Training Facility	\$1,500,000	\$127,160	\$1,372,840
21AR6 Pumper / Aerial Driver Training	\$665,000	\$665,000	\$0
P23AA Fire / EMS Training SPLOST funds	\$2,000,000	\$0	\$2,000,000
	<u>\$9,623,674</u>	<u>\$4,356,929</u>	<u>\$5,266,744.55</u>

<b>Summary of Budget vs GMP</b>		
	Initial Estimated Cost	Proposed GMP*
Fire Training Classroom Building	\$4,350,000	\$3,738,737
Fire Training Tower incl foundations	\$1,255,000	\$1,282,190
Contingency & Allowances	incl. above	\$175,000
General Conditions & GR's	incl. above	\$310,000
CM Fee (3%)	incl. above	\$165,178
	<u>\$5,605,000</u>	<u>\$5,671,105</u>

### Schedule dates:

- Start on Site	5/6/2024
- Completion	3/31/2025

\*Proposed GMP includes the original contract amount of \$475,000 which includes the General Conditions & GR's, pre-construction costs, and the Construction Manager (CM) Fee and has already been encumbered. The total contract increase is \$5,196,105 which is within the available budget of \$5,266,744.55.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request from the Georgia Department of Transportation (GDOT) for execution of a Memorandum of Agreement (MOA) for GDOT to replace the McDonough Road Bridge over the Flint River (GDOT PI 0016579); and creation of 2004 SPLOST Project R-10 (McDonough Road Bridge Replacement) with a budget of \$50,000, to fund right-of-way acquisition.

**Background/History/Details:**

In October of 2018, the Board of Commissioners agreed to participate in GDOT's Local Bridge Replacement Program (LOCBR) for the replacement of the McDonough Road bridge over the Flint River.

The GDOT MOA outlines Fayette County's costs as \$50,000.00 to help pay for right-of-way acquisition costs. As with other LOCBR projects, GDOT will cover the costs of engineering and construction which are estimated to be \$6 million.

Staff recommends creating a new project from the 2004 SPLOST to fund this project (R-10).

**What action are you seeking from the Board of Commissioners?**

Approval to execute a Memorandum of Agreement (MOA) for GDOT to replace the McDonough Road Bridge over the Flint River (GDOT PI 0016579); and creation of 2004 SPLOST Project R-10 (McDonough Road Bridge Replacement) with a budget of \$50,000, to fund right-of-way acquisition.

**If this item requires funding, please describe:**

Funding for this project requires the creation of, 2004 SPLOST project (R-10), with a budget of \$50,000.00.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Staff has received positive response from Clayton County staff on splitting the costs with Fayette County. An intergovernmental agreement is being reviewed by legal.

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
FAYETTE COUNTY  
FOR  
RIGHT OF WAY**

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **FAYETTE COUNTY**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

**WHEREAS**, PI No. **0016579 – CR 191/CR 363/MCDONOUGH ROAD AT FLINT RIVER** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

**WHEREAS**, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

**WHEREAS**, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

**WHEREAS**, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

**WHEREAS**, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

**NOW THEREFORE**, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
  - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **fifty thousand dollars (\$50,000.00)** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
  - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

### **3. COMPLIANCE WITH APPLICABLE LAWS.**

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

**4. MISCELLANEOUS**

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

<p><b>GEORGIA DEPARTMENT OF TRANSPORTATION</b>                  Attn: Neoma Walker                  Title: Bridge Program Manager                  Address: 600 West Peachtree NW,                  Atlanta, GA 30308                  Phone: 404-985-1545                  Email: nwalker@dot.ga.gov</p>	<p><b>FAYETTE COUNTY</b>                  Attn:                  Title:                  Address:                  Phone:                  Email:</p>
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- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**[SIGNATURES TO FOLLOW]**

**IN WITNESS WHEREOF**, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

FAYETTE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Russell McMurry

Name: \_\_\_\_\_

Title: Commissioner

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

This Agreement approved by Local Government,  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FEIN: \_\_\_\_\_

**APPENDIX A  
CERTIFICATION OF LOCAL GOVERNMENT  
DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_  
whose address is \_\_\_\_\_ and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ certifies to the LOCAL  
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees  
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official  
Code of Georgia Annotated Section 50 24 3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX B  
CERTIFICATION OF COMPLIANCES  
WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix C**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	FAYETTE COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	0016579 – CR 191/ CR 363/MCDONOUGH ROAD AT FLINT RIVER

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My commission expires: \_\_\_\_\_

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve including time for holiday pay in the calculation for overtime pay.

**Background/History/Details:**

Overtime pay is currently based on hours actually worked when they exceed the Fair Labor Standards Act (FLSA) threshold. For the majority of employees the threshold is 40 hours in a work week so any hours worked over 40 are paid at time and a half. Situations can occur where employees may be required to work hours that are longer than their normal workday during a week with County observed holidays. In these instances, because holiday time is not factored into the calculation for overtime, the employee does not receive overtime pay at the premium time and a half rate. Staff feels that although it is in keeping with FLSA standards, the employee is not being compensated for their extra work fairly. Holiday are established and approved by the Board of Commissioners. Staff feels that a change is warranted to include Holiday hours in the calculation for overtime pay.

Edits will be needed in two policies, 404.05 Status of Employment and 432.01 Time and Attendance. Red lined versions of both policies are included in the backup materials.

**What action are you seeking from the Board of Commissioners?**

Approval of including time for holiday pay in the calculation for overtime pay.

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**FAYETTE COUNTY  
POLICIES AND PROCEDURES****HR - CONDITIONS OF EMPLOYMENT  
Status of Employment  
404.05****PURPOSE**

To provide guidelines when establishing the employment status of an employee.

**POLICY**

There shall be a consistent and uniform process for the establishment of a Fayette County employee status based on the requirements of the position.

**PROCEDURE**Full-Time Non-Exempt Employees

Those employees who are hired for an indefinite period of time without a stated limitation as to length of service and who are employed to work a minimum of forty (40) hours per week or its equivalency. Employees in this status are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and are eligible for County benefits.

~~Overtime is calculated solely upon hours actually worked.~~ In addition to hours actually worked, time for Holiday pay will be included in the calculation for overtime pay. Time off for sick leave, vacation, bereavement pay, compensatory time or leave without pay will not be considered hours worked for purposes of performing overtime calculations, with the exclusion of call back pay and firefighter “Kelly Days” in accordance with FLSA.

Part-Time and Seasonal Employees

Those part-time employees who are hired for less than one year with a stated length of service, season or project, and who are employed to work fewer hours than a regular full-time employee in a comparable position. This category includes employees who are employed to work less than twenty-five (25) hours per week and seasonal employees whose average annual work hours meet the tests for seasonal employees as determined by the U. S. Department of Labor. An employee in this status is ineligible for County benefits.

Full-Time Exempt Employees

Those employees who are hired for an indefinite period of time without a stated limitation as to length of service and who are exempted from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). An employee in this status is eligible for County benefits.

Revised: 4.25.2013

**FAYETTE COUNTY  
POLICIES AND PROCEDURES****HR - ATTENDANCE  
Time and Attendance Policy  
432.01****PURPOSE**

The purpose of this policy is to set standards for time and attendance issues in regards to non-exempt employees and to also outline disciplinary actions that will be used to enforce these standards.

**POLICY**

There shall be a consistent process for non-exempt employees to clock in and clock out for their scheduled work period.

**PROCEDURE**

Accurately reporting time is the responsibility of every employee. Fayette County must keep an accurate record of time worked in order to calculate employee pay and benefits. All employees will be required to clock in at the beginning and clock out at the end of their scheduled work period. Each employee must clock himself/herself in or out. Fayette County requires that all hourly or non-exempt employees, except poll workers and bailiffs, clock in and out at a time reporting device.

The normal working hours for employees shall be as scheduled by the various Agency/Department Directors, with such schedules to be established so that the needs of the department to deliver services to the citizens are met. Such schedules shall be approved by the County Administrator. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule. The meal periods should be scheduled to allow for continuous staffing of offices with at least one person, except where more personnel are required to be on duty.

**Recording Time**

All payroll administrators are to adhere to the payroll policies and procedures to maintain accurate records for reporting and auditing of time. Payroll administrators are responsible for editing and reviewing missed punches, employee sick leave, vacation and other paid absences on a daily basis. Employees without access to the time and attendance system can review their time upon request with their payroll administrator. All payroll documentation must be approved and forwarded to human resources for processing.

1. Not Clocking In - Employees that do not clock in or out must sign in at the designated area for their department at their required start and end time. Failure to properly record time may result in lost wages and disciplinary action up to and including discharge.
2. Miss Rule - Employees are expected to personally clock in and out each workday at their designated time and place using proper procedures. If an employee fails to clock in and/or out, the employee will be subject to disciplinary action.
3. Wrongful Clocking In/Out - Fayette County will consider the action of one employee

## **FAYETTE COUNTY POLICIES AND PROCEDURES**

### **HR - ATTENDANCE Time and Attendance Policy 432.01**

clocking in or out for another employee as an act of fraud. Improper actions include but are not limited to: clocking in or out for another employee, impersonation of one's identity for any purpose and/or any action that is defined by law as illegal.

#### Payroll Calculations

The automated time and attendance system is programmed to calculate the hours on timecards in accordance with the Fayette County Policies and Procedures and the Fair Labor Standards Act (FLSA), Section 406, Examples of Non-compensable Time.

1. Clock-ins - The time system rounds the employee's punch in time to the start time of the scheduled work period if the employee punches in within seven minutes prior to their scheduled start time. Example: If an employee clocks in between 7:53-8:00, they will be paid as arriving at 8:00.
2. Clock-outs - The time system rounds the employee's punch out time to the end time of the scheduled work period if the employee punches out within seven minutes after the end of their scheduled shift. Example: If an employee clocks out between 4:53-5:07, they will be paid as leaving at 5:00.

Time waiting to clock in or out is considered non-compensable time.

3. Late Arrivals – Time recorded after the scheduled start time will be considered late and the employee will be subject to disciplinary action.

#### Request for Leave Time

The earliest possible notice of intent to take leave shall be given by the employee. All requests for leave shall be submitted to the employee's immediate supervisor at least two weeks in advance. Department heads may grant leave with a shorter notice if the work load of the department permits. A copy of the leave request form must be attached to the department's payroll for the appropriate time period. Failure to submit forms for approved leave within the appropriate pay period will result in loss of wages.

#### Tardiness and Absences

Vacation and compensatory time can not be used to compensate the employee for wages lost due to late arrivals, early departures and unauthorized absences.

#### **Type**

#### **Description**

Late Arrival	<ul style="list-style-type: none"> <li>• Reporting to work station after the start time of the scheduled work period;</li> <li>• Returning to work station late from lunch.</li> </ul>
Early Departure	<ul style="list-style-type: none"> <li>• Leaving work station and/or clocking out before normal scheduled work period or assigned lunch period</li> </ul>
No call/no show	<ul style="list-style-type: none"> <li>• Not reporting to work at beginning of normal scheduled work</li> </ul>

**FAYETTE COUNTY  
POLICIES AND PROCEDURES**

**HR - ATTENDANCE  
Time and Attendance Policy  
432.01**

	<ul style="list-style-type: none"> <li>period;</li> <li>• Failure to notify supervisor of absence no later than 1 hour prior to reporting time;</li> <li>• Failure to report to work for three (3) consecutive work days.</li> </ul>
Authorized Absence	<ul style="list-style-type: none"> <li>• Personal illness – a doctor’s statement may be required;</li> <li>• Death in family – if covered by Funeral Leave;</li> <li>• Jury Duty and other court appearances required by law;</li> <li>• Military leave;</li> <li>• Event covered under the Family And Medical Leave Act;</li> <li>• County paid vacations and holidays;</li> <li>• Compensatory time;</li> <li>• Other absences approved by supervisor.</li> </ul>
Unauthorized Absence	<ul style="list-style-type: none"> <li>• Absence from the job during a scheduled work period without approval of the employee’s supervisor or department head.</li> </ul>

Unauthorized Time Off Corrective Process

Unauthorized time away from work, either tardy or absent, shall be subject to corrective actions. In order to be excluded from corrective action, employees with qualifying events must fulfill their reporting and status update requirements as outlined in the County’s FMLA Policy.

Overtime/Compensatory Time

All overtime/compensatory time must have supervisor’s approval prior to commencing the work. Overtime/compensatory time must have the approval of the County Administrator. No overtime/compensatory time shall be paid to employees and other parties exempt from, or not covered by, FLSA.

Overtime is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. ~~Overtime pay is based on actual hours worked.~~ In addition to hours actually worked, time for Holiday pay will be included in the calculation for overtime pay.

Time off for sick leave, vacation, bereavement pay, compensatory time or leave without pay will not be considered hours worked for purposes of performing overtime calculations, with the exclusion of call back pay and firefighter “Kelly Days” in accordance with FLSA.

Attendance at Training Classes or Meetings

Employees scheduled to attend a training class or meeting at the start or end of their normal scheduled work period, at an onsite location other than their normal work area, should clock in at the designated time clock for that area. If the training or meeting is offsite, time will be manually entered for that day by the payroll administrator. These exceptions should be approved in advance by the employee’s supervisor.

Lunch Period

The County designates a specific lunch period for each employee. Employees who take extended lunch periods will be subject to disciplinary action and will not be compensated for time not worked unless prior approval has been granted.

**FAYETTE COUNTY  
POLICIES AND PROCEDURES****HR - ATTENDANCE  
Time and Attendance Policy  
432.01**Holiday Pay

In order to receive Holiday Pay, employees must work their scheduled hours before and after the holiday, or be on approved paid leave the day immediately before and after the holiday.

The definition of Approved Paid Leave as it pertains to eligibility for Holiday Pay:

- Using Annual Leave or Accrued Comp Time that was scheduled and approved in advance of the Holiday
- Bereavement Leave
- On Jury Duty
- Using Sick Leave that was scheduled and approved in advance of the Holiday (e.g. scheduled surgery or medical procedure)

Violations

Clocking in or out for another employee will result in termination for all employees involved. All County employees are expected to abide by this policy and record their work hours. Failure to do so will result in disciplinary action up to and including discharge.

Editing timecards in order to falsify an employee's time will result in termination for all employees involved.

Revised: 6.18.2013