

## REGULAR MONTHLY MEETING

The Spalding County Board of Commissioners held their Regular Monthly Meeting in Room 108 in the Courthouse Annex, Monday, September 8, 2008 beginning at 6:00 o'clock p.m. with Commission Vice-Chair Gwen Flowers-Taylor presiding and Commissioners Johnie McDaniel and David Phillips present. Absent were Chairman Edward Goss, Jr. and Commissioner Eddie Freeman. Also present were County Manager William P. Wilson, Jr., County Attorney James R. Fortune, Jr., and Executive Secretary Teresa Watson.

- I. OPENING (CALL TO ORDER) – Vice-Chair Gwen Flowers-Taylor**
- II. INVOCATION – Commissioner Johnie McDaniel**
- III. PLEDGE TO FLAG – Led by Commissioner Phillips**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Consider Proclamation declaring September 8, 2008 as International Literacy Day.

### **Proclamation**

#### **“Honoring International Literacy Day”**

**WHEREAS:** International Literacy Day will be observed on September 8, 2008, and the observance of International Literacy Day reminds the international community of the status of literacy and adult learning globally; and

**WHEREAS:** Despite many and varied efforts, literacy remains an elusive target whereby approximately seven hundred seventy-four million adults lack minimum literacy skills world wide. One in five adults is not literate, with two-thirds of the illiterate being women; and

**WHEREAS:** With approximately seventy-two million children not in school, millions do not attend class regularly and eventually drop out, resulting in a staggering 1.3 million plus adults in Georgia who do not have a high school diploma or GED; and

**WHEREAS:** Children of uneducated or undereducated parents have a higher chance of becoming high school dropouts, thus creating a cycle of illiteracy for their future and future generations; and

**WHEREAS:** Illiteracy can be eliminated by increased public awareness and intensive citizen support of community resources that address literacy needs such as the Adult Education Programs, The Certified Literate Community Programs, and GED Testing; and

**WHEREAS:** The Adult Literacy Program of Griffin Technical College, the Certified Literate Community Program of Griffin Spalding County, and GED Testing in Griffin Spalding County have proven, through their literacy efforts, to be effective tools that can reduce the illiteracy rate in our community to an historical low. The outstanding programs serve thousands of adults, improving their academics and graduating 500-600 adult students per year, creating a more productive future for each adult graduate and for our community.

**THEREFORE:** The Board of Commissioners of Spalding County joins the celebration and encourages all citizens to support the Adult Literacy Programs, Certified Literate Community Programs, and GED Testing in their literacy efforts to become a “Fully Literate Community, State, and Nation,” and do hereby proclaim September 8, 2008 *International Literacy Day*.

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*Motion to approve Proclamation declaring September 8, 2008 as International Literacy Day by Commissioner McDaniel, seconded by Commissioner Phillips, carried 3-0.*

2. Consider Proclamation declaring the week of September 21-27, 2008 as Character Education Week.

### **Proclamation**

#### **“Honoring Orrs Elementary School’s Character Education Program”**

**WHEREAS,** Orrs Elementary School takes great pride in its Character Education Program, encouraging a foundation of sound moral principles that includes such positive character traits as honesty, duty, trustworthiness, respect for self and others, courage, integrity, selflessness, responsibility, generosity, fairness, caring and citizenship; and

**WHEREAS,** We as a society acknowledge that while character development is first and foremost a parental responsibility, that responsibility also extends to others, and we further find that character education must be augmented and reinforced by public schools, community and business leaders, and government to cultivate a climate that supports these efforts by families to instill sound character principles in their children, fostering the credo that “Learners Today Make Leaders Tomorrow through Opportunities, Responsibilities, Respect, and Success”; and

**WHEREAS,** Just as our personal characters define how we respond in the face of adversity, so do our national and community characters guide us as we strive to triumph in difficult times, whether they be financial, domestic, or international, which underscores even more the importance of ensuring that our future leaders develop these desirable character traits.

#### **NOW THEREFORE**

**BE IT RESOLVED** To that end, we the Board of Commissioners of Spalding County, do hereby declare that a copy of this proclamation be spread upon the minutes of the proceedings of this Board, reflecting that I have hereunto caused the seal of Spalding County, Georgia to be affixed, affirming our wholehearted support of this worthwhile endeavor of Orrs Elementary School and proclaiming the week of September 21 through 27, 2008 as **Character Education Week** in all of Spalding County, and we hereby encourage all our citizens to show their support for the expressive “**Character Counts ... Don’t Leave Home Without It**” Program.

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*Motion to approve Proclamation declaring the week of September 21-27, 2008 as Character Education Week by Commissioner Phillips, seconded by Commissioner McDaniel, carried by a vote of 3-0.*

3. Presentation by M/A-COM personnel: James Potter, David Gerhard, David Plezbert

Mr. Gerhardt felt the goal of having sites readied by the end of September is attainable, and the project looks to be on track. He provided an overview of the process to date. The system, as usual, will be fully staged and tested in factory and will be ready to plug in on installation. He did not anticipate any problems with installation and testing will be done shortly after the first of the year.

Mr. Wilson said the only outstanding issue was whether or not they desired Mr. Macke to go back to Virginia and see another staged testing since the data component has now been made a part of the system that was missing during the initial staging. Mr. Van Haute did not accompany Mr. Macke on his initial visit since this testing was technical in nature. The Board agreed to have Mr. Macke attend this additional testing at no cost to the County.

David Plezbert addressed the Board regarding the negative press about the New York system recently, concluding that M/A-COM was surprised over the New York stance but they stand by their contractual obligations.

**V. PRESENTATION OF FINANCIAL STATEMENTS – N/A**

**VI. CITIZENS COMMENTS**

**VII. PUBLIC COMMENT**

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board’s jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Kathy Noble, 876 Musgrove Road, Griffin, Georgia

She wished citizens had been made aware that M/A-COM would be in attendance to answer questions at this meeting. She was concerned that Mr. Macke, who does not have a technical background, would be the only one present for the technical staging. She felt someone with greater expertise should be present with such an expensive safety issue at stake.

Bill Mauldin, 412 Park Place Drive, Jackson, Georgia

He is a candidate for District 126 State House of Representatives and felt he would represent Spalding County and the entire area better and be more responsive than the current elected official. He will present full contact information at a future meeting.

**VIII. MINUTES**

1. Consider approval of Minutes of the following: August 18, 2008 Extraordinary Session, August 28, 2008 Special Called Meeting (5:45 p.m.), August 28, 2008 Zoning Public hearing, and the August 28, 2008 Special Called Meeting (9:32 p.m.).

*Motion to approve August 18, 2008 Extraordinary Session, August 28, 2008 Special Called Meeting (5:45 p.m.), August 28, 2008 Zoning Public hearing, and the August 28, 2008 Special Called Meeting (9:32 p.m.) by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.*

**VIII. CONSENT AGENDA – N/A**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

1. Consider request of Victim Services Unit at 881 Memorial Drive for a ceremony commemorating the National Day of Remembrance for Murdered Victims to be held in the parking lot area at 10 am on September 25.

*Motion to approve request of Victim Services Unit at 881 Memorial Drive for a ceremony commemorating the National Day of Remembrance for Murdered Victims to be held in the parking lot area at 10 am on September 25 by Commissioner Phillips, seconded by Commissioner McDaniel, carried by a vote of 3-0.*

2. Consider, on first reading, Ordinance amending the FY 2009 Budget Ordinance to provide for end-of-year open purchase orders.

*Motion to approve, on first reading, Ordinance amending the FY 2009 Budget Ordinance to provide for end-of-year open purchase orders by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.*

3. Consider request of Parks and Recreation Advisory Commission to approve revised Association Agreement and increase in “out of county” surcharge.

The out-of-county surcharge fees have not been adjusted since 1992 when the County assumed Parks and Recreation. Most counties charge double, or even greater amounts, for out-of-county participation, but this recommendation is for a flat fee of \$20.00. Mr. Fortune has reviewed and approved the changes recommended for the Association Agreement. The Parks and Recreation Advisory Commission recommends approval, as well.

**SPALDING COUNTY  
YOUTH ASSOCIATION AGREEMENT**

This agreement, made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Spalding County, a political subdivision of the State of Georgia, (hereinafter called (“County”)) and \_\_\_\_\_, a nonprofit organization (hereinafter called “Association”).

In consideration of the mutual agreements contained herein, County and Association agree as follows:

The County agrees to provide recreation facilities to the Association for the purpose of providing a youth sports program for the citizens of the County in accordance with Spalding County policies and procedures.

1. The County agrees to authorize Association to use the facilities as denoted on Facilities Drawing as attached and incorporated herein by reference, for a period of time beginning on \_\_\_\_\_, and continuing through \_\_\_\_\_. A new agreement must be signed annually. This agreement may be terminated by either party provided written notice is given thirty (30) days in advance without cause.
2. The County designates the Director of the Spalding County Parks and Recreation Department (hereinafter called "Director") as its point of contact, coordinator and liaison person with the Association in the execution of the terms of this agreement.
3. Association agrees that the Board of Commissioners has vested ownership in all financial assets, equipment, and property of the Association. This includes equipment rented or loaned to participants by the Association. A county employee must be named on all Association accounts for inquiry purposes only.
4. Failure of County to insist upon a strict performance of any term or condition of this agreement shall not be deemed a waiver of any right or remedy the County may have, and shall not be deemed necessary by the County.
5. If Association defaults on any obligation under this agreement or violates any term hereof, County may terminate the agreement immediately.
6. It is expressly agreed and understood that Association releases County, its agents and employees, from any and all damage or injury to persons or property arising out of the performance of this agreement and that Association shall indemnify and hold harmless the County against all damages, liabilities, expenses, and losses incurred by County as a result of Association's performance of this agreement. The Association shall provide comprehensive liability insurance coverage with the following minimum limits of coverage: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each occurrence. A Certificate of Insurance will be issued showing Spalding County Board of Commissioners as an additional insured. No Association will be allowed to start season until proof of insurance has been submitted.
7. Additionally, the Association agrees to furnish the County with the following:
  - (1) Proof of 501(C)3 non profit status. (IRS Tax Status Determination Letter)
  - (2) Proof of annual filing/renewal of Articles of Incorporation with The Georgia Secretary of State.
  - (3) Copy of pre season budget post season financial statements.
  - (4) Proof that all those who sign checks for the Association are bonded.
  - (5) Copy of Association's meeting minutes and treasurers report to be received no less than 10 days after business meeting.
  - (6) Copy of By-Laws.
  - (7) List of current board members with addresses and telephone numbers.
  - (8) Pre and post season inventory of all equipment.
  - (9) A list of all coaches' names, addresses, and telephone numbers. (10) A completed and signed application from each coach, league official, umpire and referee which allows for a background check to be conducted by the local law enforcement, and which must be completed before the draft.
  - (11) Two months notice of each season schedule. Full season schedule two weeks in advance of start of season. Two months notice of tournaments and clinics, etc.
8. The Association agrees to complete the "Team Roster" as shown as Appendix C, returning to the Director by the start of the regular season.
9. In addition to the Team Roster, the names of all out of County participants must be documented with a check attached which amounts to the \$20.00 per participant surcharge.

10. Each Association will provide own procedures for registering players who cannot afford to pay, and will provide written copy of procedure to be approved by the Advisory Commission. In return, the Association will not be required to participate in the scholarship fund. Parks and Recreation will keep fund for the football program.

Each Association will have to demonstrate that its procedure is fair and equitable and no one is denied an opportunity to play.

11. Parks and Recreation Advisory Commission meets the 2<sup>nd</sup> Thursday of each month. It is recommended that Association Presidents/ representative attend. Any requested agenda items must be received by Parks and Recreation no less than 10 days prior to the scheduled meeting.
12. Concessions equipped with a Quick and Crispy Greaseless Fryer are available at all sports complexes. This oven is the sole property of Spalding County and cannot be moved or used for individual personal use. It is the responsibility for the Association to operate and maintain the equipment to its optimal level and it must be cleaned per manufacturer instructions. If the equipment is in need of repair it is the responsibility of the Association to contact Parks and Recreation during normal business hours. The Association is responsible for keeping the concession area clean and orderly and must meet county health code. No raw foods are to be cooked on county property. Concession stands are subject to unannounced inspections by Parks and Recreation Staff.
13. Youth Associations are required to follow the beverage agreement as established annually by Spalding County Parks and Recreation.
14. The Youth Association agrees to abide by travel/tournament rules as specified below:

- a. All Travel Ball programs (programs whereby teams are invited to play outside of the regular recreation program season) will be managed and accounted for by the respective association. The association participating in Travel Ball will be responsible for managing the event and reporting funds according to the required financial statement provided by the Spalding County Parks and Recreation Department (SCPRD).
- b. There will be a limit of 10 Travel Ball tournaments per calendar year per sport. Those offered at multiple facilities will be counted as one. Calendar year is defined as January 1<sup>st</sup> to December 31<sup>st</sup>.
- c. It is the policy of SCPRD that individuals who utilize Spalding County property must pay Spalding County 30% of gross revenues for facility usage, therefore, the association is responsible for paying 30% of each tournament's set entry fee times the number of teams playing (regardless of team's origination).

In the case of no entry fee for local teams, the association is still responsible for 30% of the customary entry fee.

- d. Example: \$300.00 (entry fee) x 12 teams (even if from Spalding County) = \$3,600. Amount due to Spalding County is 30% x \$3,600 = \$1,080. All fees due to Spalding County must be paid no later than 10 days after the date that the tournament is completed. Checks should be made payable to: Spalding County Parks and Recreation Department.
- e. All Travel Ball programs must be coordinated by the association through the Athletic Supervisor of SCPRD for field scheduling and preparations. Travel Ball tournament schedules must be given to the Athletic Supervisor 30 days prior to the date of the first tournament game.
- f. The association is responsible for paying security officer(s) at all travel ball tournaments and must submit the request to the Parks and Recreation Athletic Supervisor. The department's Security Coordinator will be contacted to secure a certified police officer. Uniformed police officers must remain on site for the entire tournament. At least one security officer is required at all tournaments.

- g. When the association has scheduled an indoor tournament at a Parks and Recreation facility, they will be responsible for the cost of staff working past normal business hours of the facility.
  - h. All tournaments will be played on the field dimensions as established and used during the regular recreation program season.
  - i. The association is responsible for all clean-up to include emptying all trashcans, cleaning parking lot, and taking properly bagged trash to the dumpster.
15. This agreement may be modified only by an agreement in writing between the County and the Association.
  16. It is the intent of the County and the Association that nothing contained herein shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association and not a department of Spalding County.
  17. Nothing contained herein shall be construed to be a waiver of governmental immunity by the County, its officers and employees.
  18. For the purpose of this agreement, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:  
 Association: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - County: Spalding County Parks and Recreation  
 P.O. Box 1087  
 Griffin, GA 30224
  19. It is agreed between the County and the Association that this agreement shall be executed in an original (held by Spalding County) and one (1) copy, which may be used for any purpose for which the original may be used.
  20. Association shall have the right to assign the interest it holds in this agreement only with the prior written approval of the County.
  21. The parties agree that the laws of the State of Georgia shall govern this agreement.
  22. The Association agrees to submit to the Director no later than two (2) weeks prior to season opener a written schedule of all games. Any changes in the submitted schedule must be made in writing at least forty-eight (48) hours in advance of any game(s); weekends not included.
  23. The facilities shall not be used for any purpose except for those herein designated, without the written consent of the County.
  24. The Association agrees to abide by the Key Procedure Agreement (Appendix D).
  25. Association agrees that all coaches and officials must be National Youth Sports Coaches Association (N.Y.S.C.A.) certified, and further agrees that a mandatory background check by the local law enforcement officials will be conducted.
  26. Association agrees the facilities will be used in a safe manner and in compliance with all applicable federal and state laws and County ordinances, rules and regulations.
  27. Association agrees that it is unlawful to possess or consume illegal drugs or alcoholic beverages on park property, and in the event of a violation, the authorities must be called.
  28. Association shall not cause or permit damage or injury to the facilities. Association shall make no alteration, addition, or improvement to the facilities without County's prior written consent and any such alterations, additions, or improvements shall become and remain County property.
  29. The County agrees to be responsible for field preparation for games; however, Associations with games on Saturdays, Sundays, and holidays will be responsible for

preparing fields for play, including checking fields for safety hazards. Further, the County agrees to prepare fields for sub-district, district, and state tournaments with proper notification from Association and as overtime budget allows.

30. The County reserves the right based on inclement weather conditions to call games for the safety and well-being of the participants and spectators. If an Association uses the facilities after such an advisory by County, the Association will be in breach of this contract and hereby agrees to reimburse the County for additional cost to repair the field(s). The Association is responsible for communicating to its participants about the play of games during periods of inclement weather.
31. At the direction of the Director of Parks and Recreation, the County may enter the facilities at any time during the period of this agreement for such inspection or supervision as deemed necessary.
32. The Director may issue a special permit upon request by the Association to close one field in each park during the calendar year. Otherwise, all fields are open for public use except when the Association has scheduled games or practices or maintenance work is being performed.
33. Association agrees that all work requests for general maintenance or special needs regarding existing facilities are to be made to the Parks and Recreation Department utilizing the work order request form and only when initiated by the President or his/her designated representative with the exception of emergencies. Urgent maintenance requests during evening and weekend hours should be handled by contacting Athletic Supervisor first. All other emergencies related to medical, fire, or police call 911 first and then Athletic personnel.
34. Association agrees that admission fees are prohibited for normal Youth Sports Association play. Admission fees may be collected by Youth Sports Associations for tournament play upon written approval of the Director.
35. Association agrees that the erection of any signs must be approved by the Director. This includes banners/signs attached to fences, buildings, and sponsor boards in the park. All signage in the parks must meet the requirements of the County sign ordinance. Further, all maintenance to the signs is the responsibility of the Association.
36. Association agrees that the Association is responsible for operating its programs in as safe an environment as possible. All sports equipment must meet national safety standards, and regular inspections as to the condition of the equipment should be performed. All fields should be inspected before each use to insure a safe atmosphere. The Association is responsible for immediately notifying the County of any damage or hazardous conditions. The Association understands that anyone it sub-contracts with is bound by obligations of the Youth Association Agreement.
37. The Association agrees, subject to appropriate classification for purposes of insuring the safety, health and welfare of participants that all persons shall be offered the opportunity to participate regardless of race, color, national origin, religion, sex, age and handicap, unless such participation would create a risk to the participant.
38. Association will be responsible for taking all precautions to prevent litter, noise, traffic and parking problems, etc, which would be a nuisance to residents around County parks.
39. Youth Associations agree to have all parents/guardians sign the Parent and Spectator Code of Ethics (Appendix E) and have all coaches and officials sign the Athletic Coaches and Officials Policies and Ethics (Appendix B).

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As President of \_\_\_\_\_  
I acknowledge that I have read and hereby agree that I will abide by and insure compliance by the Association of all terms and conditions of this Facility Use Agreement. I understand that failure to comply could result in revocation of the Association Agreement and that legal action could be taken against me as President of the Association.

\_\_\_\_\_

Date of Signature

Signature

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***Motion/second to approve the request of Parks and Recreation Advisory Commission to revise Association Agreement and increase the "out of county" surcharge to the recommended \$20, by Commissioners McDaniel and Phillips, carried by a vote of 3-0.***

4. Consider request of Parks and Recreation Advisory Commission to approve Club Hero Contract with Council on Alcohol and Drugs at Fairmont Park.

SUBCONTRACT Between  
 THE COUNCIL ON ALCOHOL AND DRUGS And  
 SPALDING COUNTY PARKS AND RECREATION DEPARTMENT

THIS CONTRACT entered into this 1<sup>st</sup> day of September, 2008, between The Council on Alcohol and Drugs, Inc., (hereinafter referred to as the "Council") and Spalding County, a political subdivision of the State of Georgia, on behalf of the Spalding County Parks and Recreation Department, Fairmont location (hereinafter referred to as the "Department") for the performance of certain tasks for the period commencing on October 1, 2008, and ending on June 30, 2009.

W I T N E S S E T H :

WHEREAS, the Council makes available after-school programming to (at risk) middle school youth and 5<sup>th</sup> graders; and

WHEREAS, the Department possesses the necessary training and skill to provide for the implementation of project tasks related to such an after-school program; and

WHEREAS, the Council has undertaken certain efforts for the Georgia Department of Human Resources, namely Middle After-School Prevention Programming (MAPP); and

WHEREAS, the Department is desirous of providing services according to the following terms at two sites, the tasks for which are attached as an addendum to this contract:

1. All Site Coordinator/Recruiters, Lead Facilitators and Assistant Facilitators will be employees of the Department.
2. Site Coordinator/Recruiter services will be performed by the Department's Site Supervisor and paid for by the Department.
3. Lead and Assistant facilitators will rotate their positions on a monthly basis.
4. The Council will pay for Lead Facilitator services at an hourly rate of \$16.00 per hour for a maximum total of 8 hours per week of actual session, 1 hour per week for planning and 2 hours per month for planning and attending the monthly Family Meeting.
5. The Council will pay for Assistant Facilitator services at an hourly rate of \$16.00 per hour for a maximum total of 8 hours per week of actual session hours and 1 hour per month for attending the monthly Family Meeting.
6. MILEAGE for personnel for the purchase of supplies or other necessary MAPP related trips (other than commuting to place of employment where MAPP sessions are held) will be reimbursed at the rate of .34/mile.
7. Funding for rent and snacks will be paid to the Department at the rate of \$50.00 per month by the Contractor.
8. INVOICING: The Department will submit either monthly or bi-monthly invoices to the Council for payment, as well as invoices for any supplies or materials purchased for MAPP which had been pre-approved for purchase by The Council. Invoices shall include the number of hours worked per week per Lead Facilitator and Assistant Facilitator. The Council shall not be responsible for payment of invoices received later than 45 days after the fee or expenses was incurred.
9. Lead or Assistant Facilitators may not transport a MAPP participant or family member of a participant of MAPP without proper insurance coverage and/or license. Neither may Lead or Assistant Facilitators transport a participant or a family member of a participant in their own vehicle.  
 The Council will not pay the Department for any Lead Facilitator or Assistant Facilitator hourly charges that transports a MAPP participant or family member of a MAPP participant without the proper insurance coverage and/or license or who transports a participant of family member of a participant in their own vehicle.
10. BACKGROUND CHECKS: The Department shall perform a background check using the procedures provided by the Georgia Department of Human Resources (DHR) on each Lead Facilitator and each Assistant Facilitator.
11. AGE REQUIREMENT: The Department shall only use Lead Facilitators and Assistant Facilitators who are 21 years of age or older.
12. USE OF ILLEGAL DRUGS AND ALCOHOL: The Department shall perform drug and alcohol screening on Lead Facilitators and Assistant Facilitators on a for cause basis. Use of illegal drugs (including but not limited to visible signs of impairment) by any Lead

Facilitator or Assistant Facilitator shall be a basis for immediate termination of the Agreement. Any violation of this provision is punishable by terminating the offending Lead Facilitator or Assistant Facilitator.

NOW, THEREFORE, FOR THE MUTUAL COVENANTS FLOWING EACH TO THE OTHER, THE PARTIES HERETO AGREE AS FOLLOWS:

-1-

The Department shall appropriately implement MAPP efforts with Dr. Gregg Raduka, the Program Director for the Council, and Ms. Kay Manning, the Project Director for the Council.

-2-

The Department shall perform the duties and tasks outlined in the attached list of tasks which are hereby made a part of this contract as if set out herein.

-3-

WHEREAS, the Department shall provide monthly reports in a timely manner as requested by Ms. Kay Manning.

-4-

As the Department will have access to confidential participant data, the Department shall maintain identifiable information in strictest confidence and shall not release to third parties except with the consent of the Council. The Department agrees to maintain any youth or parent-identifiable educational or other records in strictest confidence and shall not disseminate any such youth or parent-identifiable information to third parties. The Department further warrants and represents that upon the conclusion of its need for student identifiable information, the Department will destroy any documents in its possession which contain youth or parent-identifiable information.

-5-

The Department shall have completed all parent and youth consent forms provided by the Council for each youth before the youth and/or parent enters the MAPP program.

-6-

The Department certifies that all services contemplated by this Agreement shall be performed within the contractual financial parameters.

-7-

This Agreement supersedes any and all other understandings and agreements between the parties and contains the entire understanding and agreement of the parties. This Agreement may not be altered or amended except in writing, signed by the Council and the Departments.

-8-

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, and shall, in all respects, be interpreted, enforced and governed under the laws of the State of Georgia.

-9-

Should any provision of this Agreement be declared or be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

-10-

This Agreement shall end on the 30<sup>th</sup> day of June, 2009 and may not be terminated earlier except for cause. "Cause" shall include non-availability of funds from the Council on Alcohol and Drugs or from the source of funds of this program (the Georgia Department of Human Resources) as well as any violation of this Agreement or the failure of the Department to substantially comply with the quality of service and/or any act exposing the other party to liability to others for personal injury or property damage.

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***Motion to approve the request of Parks and Recreation Advisory Commission to approve Club Hero Contract with Council on Alcohol and Drugs at Fairmont Park by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.***

5. Consider Board appointment for the Region One Mental Health, Developmental Disabilities and Addictive Diseases (MHDDAD) for the unexpired term of Cynthia Reid-Ward whose term is scheduled to expire September 29, 2010.

***Motion/second to table this appointment to the Region One MHDDAD Planning Board until the next meeting by Commissioners McDaniel and Phillips, carried by a vote of 3-0.***

6. Consider approval of Agreement for a Spalding County Correctional Institute work detail with the Upson County Board of Commissioners.

This work detail will consume all the remaining available inmate work force for the time being. Mr. Wilson noted, in response to Commissioner Phillips, that should work details need

to be suspended in the event of a natural emergency catastrophic event such as pandemic flu, verbiage could be incorporated in the agreement in the future to allow for the pulling in of details with proper notice. County Attorney was so instructed to revise.

**AGREEMENT BETWEEN  
SPALDING COUNTY, GEORGIA AND BOARD OF COMMISSIONERS OF UPSON  
COUNTY, GEORGIA FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this 8th day of September, 2008, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and BOARD OF COMMISSIONERS OF UPSON COUNTY, GEORGA, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

**WITNESSETH:**

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects of Upson County.

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

**1. OBLIGATION OF SPALDING COUNTY**

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with one (1) Detail, consisting of one (1) full-time Correctional Officer and not more than twelve (12) inmates.
- b. In performing the work called for under this agreement, the Detail shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI". The Detail may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.
- c. Spalding County shall be solely responsible for the custody, discipline and productivity of the Detail, and for providing clothing and health care to the Detail.
- d. Spalding County shall be responsible for providing supervision for transporting the Detail between SCCI and designated work sites. However, the agency shall be responsible for providing transportation and all costs in connection therewith.

**2. RESPONSIBILITIES OF THE AGENCY.**

- a. The Agency shall furnish all equipment, tools, safety equipment, and a transportation vehicle for the Detail between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The agency shall provide, at its sole cost, automobile insurance for the transportation vehicle supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio for the exclusive use of the Correction Officer, capable of communicating with law enforcement agencies and emergency medical personnel.
- b. The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail. The sole responsibility for directing, controlling and supervising said Detail shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail in question, who shall then direct work of the Detail accordingly.
- c. In consideration of work to be performed by the Detail under this Agreement, Agency shall pay to Spalding County the following:

- i. An amount equal to the salary, including fringe benefits, of one (1) Correctional Officer. Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a monthly invoice for this cost, which shall name the Correctional Officer in question and the salary, including fringe benefits. Invoices will be mailed to:

Upson County Board of Commissioners  
106 East Lee Street, Suite 110  
Thomaston, GA 30286

- d. The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of negligence of Spalding County.

### 3. TERM; RENEWAL; TERMINATION.

- a. This Agreement shall be for an a term beginning the 1<sup>st</sup> day of October, 2008, and ending the 30<sup>th</sup> day of September, 2009, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days, written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to other party.
- e. In the event that an emergency should occur which, in the sole discretion of Spalding County, requires that the inmate work Detail remain in Spalding County, then and in such event, Spalding County may temporarily suspend performance under this Agreement. During such periods of suspension, the agency shall not be required to bear any of the costs otherwise incurred in performance under this Agreement.

### 4. MISCELLANEOUS.

- a. All notices, demands, and request which may or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

**If intended for Spalding County:**

Spalding County Board of Commissioners  
P.O. Box 1087  
Griffin, Georgia 30224

**If intended for SCCI:**

Spalding County Correctional Institution  
Warden Jimmy H. Sikes  
295 Justice Boulevard  
Griffin, Georgia 30224

**If intended for the Agency:**

Upson County  
Board of Commissioners  
106 East Lee Street, Suite 110

Thomaston, GA 30286

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement may not be amended except by a writing signed by both parties.

**WHEREFORE**, the parties have set their hands and seals as of the date first above written.

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*Motion to approve Agreement for a Spalding County Correctional Institute work detail with the Upson County Board of Commissioners by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.*

- 7. Consider approval of Computer, Email and Internet Usage Policy for Spalding County.

This boilerplate policy, originally received from ACCG, has undergone many changes and has been reviewed by numerous departments. It is recommended for approval by staff.

#### **Computer, Email and Internet Usage**

##### **Introduction**

SPALDING COUNTY recognizes that use of the Internet has many benefits for SPALDING COUNTY and its employees. The use of Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place SPALDING COUNTY and others at risk. This policy discusses acceptable usage of the Internet.

##### **Guidelines**

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

- 1. SPALDING COUNTY internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- 2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon SPALDING COUNTY or be contrary to SPALDING COUNTY best interests; and any illegal activities -- including piracy, cracking, extortion, blackmail, copyright infringement, gambling and unauthorized access to any computers on the Internet or e-mail -- are forbidden.
- 3. Copyrighted materials belonging to entities other than SPALDING COUNTY may not be transmitted by employees on the SPALDING COUNTY'S network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.
- 4. Do not use the system in a way that disrupts its use by others. This includes, but is not limited to, excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)

5. The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be certain to virus-check downloaded files immediately. Instructions on how to check for viruses are available through the IT Department. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such add-ons will be compatible with other programs on the network and may cause problems; therefore, please refrain from downloading such plug-ins.
6. Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that SPALDING COUNTY'S name is attached to all messages so exercise discretion in formulating messages. An e-mail "account" is assigned to each employee-user. Any communication sent from that account is the responsibility of the employee-user assigned to the account. Employee-users are prohibited from allowing other individuals to send electronic mail from their account and may not use another account to send e-mail communications for their own purposes.
7. E-mail is not guaranteed to be private or confidential. All electronic communications are the property of SPALDING COUNTY. Therefore, SPALDING COUNTY reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read -- or possibly alter -- your messages.
8. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation or Open Records Act (ORA) requests. Be aware of this possibility when sending e-mail within and outside SPALDING COUNTY. Email and internet records are subject to the Georgia Open Records Act and must be retained in accordance with SPALDING COUNTY'S records retention schedule.

**SPALDING COUNTY'S Right to Monitor and Consequences**

All SPALDING COUNTY-supplied technology, including computer systems and SPALDING COUNTY -related work records, belong to SPALDING COUNTY and not the employee. SPALDING COUNTY routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the vast resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are owned by SPALDING COUNTY, this County policy shall be in effect at all times. Any employee who violates this County's policy for Computer, Email and Internet Usage may be denied access to the Internet and, if appropriate, be subject to disciplinary action, up to and including termination.

**Questions Regarding the Use of the Internet or E-mail**

If you have questions regarding the appropriate use of the Internet or E-mail, contact your Department Head, the Information Systems Department or the County Manager.

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*Motion to approve Computer, Email and Internet Usage Policy for Spalding County as presented by Commissioner McDaniel, seconded by Commissioner Phillips, carried 3-0.*

8. Consider, on first reading, Ordinance #2008-12 to amend Part VII Motor Vehicles and Traffic, Section 7-1007 (b) Three-Way Stop Intersection Designated: To provide for a three-way stop at Del Webb Boulevard and Violet Drive.

*Motion to approve, on first reading, Ordinance #2008-12 to amend Part VII Motor Vehicles and Traffic, Section 7-1007 (b) Three-Way Stop Intersection Designated: To provide for a three-way stop at Del Webb Boulevard and Violet Drive by Commissioner McDaniel, seconded by Commissioner Phillips. Motion carried by a vote of 3-0.*

9. Consider declaring surplus a 1948 Caterpillar motor grader and authorize sale for scrap metal.

*Motion to approve by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.*

10. Commissioner Flowers-Taylor would like to discuss the feasibility of requiring helmets at The Grind Skate Park.

Commissioner Flowers-Taylor said she saw at least once a week in the emergency room of Spalding Regional Medical Center skateboarding injuries, mostly from young men. The injuries are varied and she feels strongly that a requirement for a helmet is the prudent thing for the County to do in order to avoid critical head injuries or death. Saving even one life, she stated, greatly overrode the fiscal rationale for not implementing this requirement. The County, in her estimation, has a responsibility to protect those who cannot or will not protect themselves adequately. Much discussion followed. Commissioner Flowers-Taylor requested this item be carried forward to the next meeting.

11. Commissioner Flowers-Taylor would like to discuss the feasibility of a County 4-day work week.

Commissioner Flowers-Taylor stated that many offices and governments were realizing considerable savings when implementing a 4-day work week. Even though there have been arguments against the practice, if other counties are doing it successfully then it must have some practical application. She was interested in this practice as a cost-saving measure.

Mr. Wilson said Bill Gay did an exhaustive study of the issue and involved aspects. It would be very hard to entirely close a building such as this the Annex and the Courthouse and many variables would have to be considered, but Mr. Wilson can look at that. Voter registration issues prohibit closing of this building during certain times. Public Works and other departments who work outside would not have enough hours of daylight during fall and winter on a ten-hour work day. Child care becomes an issue, as well, when scheduling very early or very late hours for employees. Commissioners cautioned any such application would need to be very relevant and applicable. Mr. Wilson will explore further, but he had not understood previously that commissioners desired to actually close County buildings one day a week.

## **XII. REPORT OF COUNTY MANAGER**

- Mr. Wilson reminded of Juvenile Probation Officer Cindy Mangham's retirement reception on September 11 from 1 to 3 at Juvenile Probation.
- The City/County blood drive will also be on September 11 beginning 8 a.m., Welcome Center.
- September 11 is also the date for the County Fire Department "Christmas for Kids" charity golf tournament at the County Club beginning at 9 a.m.
- The SPLOST Steering Committee will meet on Tuesday, September 9 at 5 p.m. in the First National Bank's second-floor training room with representatives present to charge the committee. WKEU's Bill Taylor asked how the newly announced merger of Griffin Technical College with Flint River Technical College will affect SPLOST. Mr. Wilson advised he had contacted Mr. Otis Rabon, who sits on the Georgia Technical College Board, and he fully supports the building program. The College may undergo a name change but won't be relocating. These announced mergers are the Board's first reaction to Governor Perdue's broad budget cuts.
- Personal Care Homes – one was denied and one tabled indefinitely recently. Both applicants have inquired as to the status of the issue, and we have conveyed to them that we have a scheduled workshop on September 15 at 9:30 a.m. for further study.
- Frederick Gardiner of the City of Griffin's planning department wants to appear at the September 15 workshop, also, regarding a law that allows blighted property to be taxed more heavily than regular property. He will be placed on the agenda to speak at 9:15.
- Pamela McDonald of Purpose Driven Women has requested permission to hold a Day of Prayer service on September 27 at 9 am, Courthouse steps. Commissioners agreed to allow.
- Animal Control has a goat they have not been able to place and need some direction. Kathy Noble said she would accept the goat as they already have several at home, and Mr. Wilson said he would see if the County could handle placement of the goal in this fashion.
- With regard to talks with the City on an exchange of City Park for recycling/solid waste, Mr. Wilson desired to know if he should proceed in discussions. The City commissioners have expressed interest in the concept. Mr. Wilson noted he had received comments from each of the three commissioners present tonight but not from the two absent. The County's recycling effort is dated as compared to the City's process which allows comingling. If the Board is not interested in moving forward with discussions with the City, then Mr. Wilson will request, in the near future, approval to update our solid waste and recycling system. Some discussion was held regarding a renegotiation of LOST at the appropriate time. Vice Chair Flowers-Taylor said

she preferred to carry forward this discussion and let the absent commissioners weigh in on the issue. No time limitations are in place, but Wilson has recommended any possible change for next year's budget.

**XIII. REPORT OF COMMISSIONERS**

**Phillips:**

For Ms. Noble's information, he explained that the technical staged testing is not part of the contract but rather is scheduled just to make sure any bugs are worked out.

**McDaniel:**

No comments.

**Flowers-Taylor:**

No comments.

**XIV. ADJOURNMENT**

*Motion to adjourn at 8:07 p.m. by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 3-0.*

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Chairman

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County Clerk

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