

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
NOVEMBER 13, 2012, 6:00 PM**

A regular meeting of the Camden County Board of County Commissioners was held at 6:00 p.m. on Tuesday, November 13, 2012, in the Board of County Commissioners' Meeting Chambers of the Government Services Building, Woodbine, Georgia.

Chair Rainer called the meeting to order at 6:00 p.m.

Finance & Budget Director Mike Fender delivered the invocation.

Chair Rainer led the Pledge of Allegiance.

Present: Chair David L. Rainer; Vice-Chair Willis R. Keene, Jr.; Commissioner Jimmy Starline; Commissioner Gary Blount; Commissioner Chuck Clark; County Attorney Brent Green; County Administrator Steve Howard and County Clerk Kathryn Bishop.

Agenda Amendments:

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve the agenda amendments as presented.

The motion carried unanimously.

Motion to Adopt the Agenda:

Vice-Chair Keene made a motion, seconded by Commissioner Blount to adopt the agenda as amended.

The motion carried unanimously.

Approval of Minutes

- October 16, 2012 Regular Meeting minutes

Vice-Chair Keene made a motion, seconded by Commissioner Blount to approve the October 16, 2012 regular meeting minutes.

The motion carried unanimously.

Chair Rainer adjourned the Regular Meeting at 6:07 PM.

SWA Chair Jimmy Starline convened the Solid Waste Authority meeting at 6:07 PM.

Agenda Amendments

Added item to SWA agenda

2. Discussion regarding tipping fees

Chip Keene made a motion, seconded by Gary Blount to approve the SWA agenda amendments as presented.

The motion carried unanimously.

Adoption of Agenda

David Rainer made a motion, seconded by Chip Keene to adopt the agenda as amended.

The motion carried unanimously.

Public Comments

1. Approval of Contract for Collection Agency for Curbside Office.

Gary Blount made a motion, seconded by Chip Keene to accept the contract for Collection Agency for Curbside Collection by Collectron.

The motion carried unanimously.

2. Discussion regarding tipping fees

No action taken regarding this item.

Public Comments

No comments from the public were offered during this time.

SWA Chair Jimmy Starline adjourned the Solid Waste Authority meeting at 6:32 PM.

Chair Rainer reconvened the Regular Meeting at 6:32 PM.

Chair Rainer adjourn the Regular Meeting at 6:32 PM.

Chair Rainer convened the Public Hearing at 6:32 PM.

Public Hearing (1)

- Introduction of amendments to Chapter 6, Alcoholic Beverages of the Official Code of Camden County, Georgia by Planning & Development Director John Peterson and receive public comments regarding this item.

No comments from the public were offered during this time.

Chair Rainer adjourned the Public Hearing at 6:35 PM.

Chair Rainer reconvened the Regular Meeting at 6:35 PM.

Planning & Development - John Peterson

1. First reading of the amendments to Chapter 6, Alcoholic Beverages of the Official Code of Camden County, Georgia.

Commissioner Blount made a motion, seconded by Vice-Chair Keene to waive the first reading of the amendments to Chapter 6, Alcoholic Beverages of the Official Code of Camden County, Georgia.

The motion carried unanimously.

Chair Rainer adjourned the Regular Meeting at 6:36 PM.

Chair Rainer reconvened the Public Hearing at 6:36 PM.

Public Hearing (2)

- Introduction of Regular Agenda Item 2 by Planning & Development Director John Peterson and receive public comments regarding this item.

Insert transcript here.

Chair Rainer adjourn the Public Hearing at 7:05 PM.

Chair Rainer reconvened the Regular Meeting at 7:05 PM.

Planning & Development - John Peterson

2. Special Use - #SU2012-05 - Howard H. Davis, III is representing Davis & Son Enterprises, Inc. in requesting a Special Use approval for an Archery/Shooting, Handgun, Long Gun, and Shotgun Range on a 6.05 acre site, located at 103 Scrubby Bluff Rd., Kingsland, GA., and shown as a portion of Tax Map 095 Parcel 023. The Zoning is shown as C-G, Commercial General, and the Future Land Use is shown as commercial.

Insert all attachments and transcript here.

Vice-Chair Keene made a motion, seconded by Commissioner Blount to deny the request by Howard H. Davis, III is representing Davis & Son Enterprises, Inc. for a Special Use approval for an Archery/Shooting, Handgun, Long Gun, and Shotgun Range on a 6.05 acre site, located at 103 Scrubby Bluff Rd., Kingsland, GA., and shown as a portion of Tax Map 095 Parcel 023.

The motion carried unanimously.

3. Petition to de-annex 11.5 acres property owned by Jenna & John Price shown as Tax Map 094 Parcel 020S.

Commissioner Clark made a motion, seconded by Vice-Chair Keene to approve the Petition to de-annex 11.5 acres property owned by Jenna & John Price shown as Tax Map 094 Parcel 020S.

The motion carried unanimously.

JOHN D & JONNA F. PRICE
Petitioner

PETITION TO DEANNEX CERTAIN PROPERTY

Petitioner(s) herein, as the owner(s) of the property described in Exhibit A, attached hereto, hereby petitions the Board of Commissioners of Camden County, GA to adopt a resolution consenting to such annexation from the City of Kingsland, Georgia, and further, requests that said City deannex such property from the city limits of said City.

Petitioner certifies that it is the owner of all of the real property described and identified in Exhibit A and that there are no other owners or co-owners of such property. Property is also described as Tax Map # 094, Parcel # 0205

Petitioner further certifies that the deannexation of the described property will not result in the creation of an unincorporated island in violation of Georgia law.

Reason for deannexation: To change the zoning to A-F from R-1
and reduce the tax burden

Approximate Date of Annexation: 4/19/2012

By: John Price

By: Jonna Price

Georganna Griffith
Notary Public



4. Approval of Contract for Collection Agency for Curbside Office.

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve the contract for collection agency for Curbside Collection to Collectron.

The motion carried unanimously.

5. Contract Amendment for Fiscal Year 2013 Senior Center Congregate Meal Program.

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve the contract Amendment for Fiscal Year 2013 Senior Center Congregate Meal Program.

The motion carried unanimously.

6. Fiscal Year 2012 Budget Amendments

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve the Fiscal Year 2012 Budget Amendments

The motion carried unanimously.

7. Acceptance of Warranty Deed for purchase of property located adjacent to the Camden County Public Safety Complex at 403 Georgia Avenue, Woodbine.

Commissioner Starline made a motion, seconded by Commissioner Clark to accept the Warranty Deed for purchase of property located adjacent to the Camden County Public Safety Complex at 403 Georgia Avenue, Woodbine.

The motion carried unanimously.

8. Approval of Chair to execute Tax Release Applications.

Vice-Chair Keene made a motion, seconded by Commissioner Starline to approve the Chair to execute Tax Release Applications.

The motion carried unanimously.

<u>Name</u>	<u>Digest Year</u>	<u>Amount</u>	<u>Reason for Change</u>
Clifton & Joann Worth	2004	\$329.99	statute of limitations
Velma Chilson	2001	\$229.04	statute of limitations
Velma Chilson	2002	\$248.64	statute of limitations
Velma Chilson	2003	\$241.91	statute of limitations
Sandra Williams	2001	\$199.77	statute of limitations
Sandra Williams	2002	\$216.93	statute of limitations
Billy Randall Dixon	2000	\$83.69	statute of limitations
Billy Randall Dixon	2002	\$89.62	statute of limitations
Billy Randall Dixon	2003	\$64.51	statute of limitations
Billy Randall Dixon	2004	\$77.88	statute of limitations
Diane Mabel Floyd	2004	\$90.88	statute of limitations
Diane Mabel Floyd	2005	\$81.92	statute of limitations
Edward E. Briggs	2011	\$86.61	statute of limitations
Edward E. Briggs	2011	\$95.01	statute of limitations
Angela Baker, etal	2011	\$292.39	mobile home removed
Angela Baker, etal	2012	\$285.30	mobile home removed
Paul M. Talley	2009	\$198.01	bankruptcy / repossessed boat
Paul M. Talley	2010	\$199.86	bankruptcy / repossessed boat
Paul M. Talley	2011	\$204.83	bankruptcy / repossessed boat
Linda Curry	1999	\$126.10	per field review MH removed
Linda Curry	2000	\$163.44	per field review MH removed
Linda Curry	2001	\$154.72	per field review MH removed
Linda Curry	2002	\$159.76	per field review MH removed
Linda Atwaters	2003	\$164.90	per field review MH removed
Linda Atwaters	2004	\$151.25	per field review MH removed
Linda Atwaters	2005	\$140.16	per field review MH removed
Linda Atwaters	2007	\$132.48	per field review MH removed

Linda Atwaters	2008	\$131.10	per field review MH removed
Linda Atwaters	2009	\$119.96	per field review MH removed
Linda Atwaters	2010	\$85.86	per field review MH removed
Linda Atwaters	2011	\$86.41	per field review MH removed
Linda Atwaters	2012	\$120.76	per field review MH removed
Frederick Schroeder	2001	\$73.50	per field review MH removed
Frederick Schroeder	2002	\$78.97	per field review MH removed
Frederick Schroeder	2003	\$76.97	per field review MH removed
Frederick Schroeder	2004	\$69.45	per field review MH removed
Frederick Schroeder	2005	\$63.02	per field review MH removed
Frederick Schroeder	2006	\$61.14	per field review MH removed
Frederick Schroeder	2007	\$59.57	per field review MH removed
Frederick Schroeder	2008	\$59.57	per field review MH removed
Frederick Schroeder	2009	\$62.20	per field review MH removed
Frederick Schroeder	2010	\$47.01	per field review MH removed
Frederick Schroeder	2011	\$47.00	per field review MH removed
Frederick Schroeder	2012	\$57.12	per field review MH removed
Jeff & Amy Shifelt	1999	\$259.31	per field review MH removed
Jeff & Amy Shifelt	2000	\$286.69	per field review MH removed
Jeff & Amy Shifelt	2001	\$256.25	per field review MH removed
Jeff & Amy Shifelt	2002	\$267.29	per field review MH removed
Jeff & Amy Shifelt	2003	\$248.85	per field review MH removed
Jeff & Amy Shifelt	2004	\$213.11	per field review MH removed
Jeff & Amy Shifelt	2005	\$188.89	per field review MH removed
Jeff & Amy Shifelt	2006	\$183.59	per field review MH removed
Jeff & Amy Shifelt	2007	\$176.13	per field review MH removed
Jeff & Amy Shifelt	2008	\$176.13	per field review MH removed
Jeff & Amy Shifelt	2009	\$145.71	per field review MH removed
Jeff & Amy Shifelt	2010	\$123.08	per field review MH removed
Jeff & Amy Shifelt	2011	\$123.24	per field review MH removed
Jeff & Amy Shifelt	2012	\$126.06	per field review MH removed
Timmy Medlock	2006	\$87.21	per field review MH removed
Timmy Medlock	2005	\$91.87	per field review MH removed
Timmy Medlock	2004	\$103.75	per field review MH removed
Timmy Medlock	2003	\$117.32	per field review MH removed
Timmy Medlock	2002	\$122.88	per field review MH removed
Timmy Medlock	2001	\$113.65	per field review MH removed
Timmy Medlock	2000	\$20.14	per field review MH removed
Roosevelt Williams	2009	\$26.98	MH destroyed per police report
Roosevelt Williams	2010	\$24.43	MH destroyed per police report
Roosevelt Williams	2011	\$24.21	MH destroyed per police report
Roosevelt Williams	2012	\$24.56	MH destroyed per police report
Village Oaks MHP	2001	\$119.47	MH moved to Glynn Co.
Village Oaks MHP	2002	\$127.03	MH moved to Glynn Co.
Village Oaks MHP	2003	\$130.64	MH moved to Glynn Co.
Village Oaks MHP	2004	\$115.82	MH moved to Glynn Co.
Village Oaks MHP	2005	\$104.76	MH moved to Glynn Co.
Village Oaks MHP	2006	\$99.90	MH moved to Glynn Co.
Village Oaks MHP	2007	\$97.59	MH moved to Glynn Co.
Village Oaks MHP	2008	\$97.59	MH moved to Glynn Co.
Village Oaks MHP	2009	\$98.54	MH moved to Glynn Co.
Village Oaks MHP	2010	\$72.56	MH moved to Glynn Co.
Village Oaks MHP	2011	\$72.61	MH moved to Glynn Co.
Village Oaks MHP	2012	\$74.17	MH moved to Glynn Co.
Mattie Lou Carter	2010	\$35.47	per field review MH torn down

Mattie Lou Carter	2011		\$35.71	per field review MH torn down
Mattie Lou Carter	2012		\$36.35	per field review MH torn down
Lawrence Eugene Sikes	2010		\$129.09	per owner MH sold for scrap
Lawrence Eugene Sikes	2011		\$126.85	per owner MH sold for scrap
Lawrence Eugene Sikes	2012		\$129.76	per owner MH sold for scrap
J.C. Arnett	2012		\$76.05	MH torn down per demo permit
Angela A. Baker etal	2009		\$10.00	MH repoed
Angela A. Baker etal	2010		\$10.00	MH repoed
Angela A. Baker etal	2011		\$10.00	MH repoed
Angela A. Baker etal	2012		\$10.00	MH repoed
Richard & Heather Ringwald	2012		\$285.98	per field review MH moved
Richard & Heather Ringwald	2011		\$279.29	per field review MH moved
Richard & Heather Ringwald	2010		\$281.11	per field review MH moved
Richard & Heather Ringwald	2009		\$347.22	per field review MH moved
Richard & Heather Ringwald	2008		\$413.70	per field review MH moved
Richard & Heather Ringwald	2007		\$413.70	per field review MH moved
Richard & Heather Ringwald	2006		\$424.84	per field review MH moved
Richard & Heather Ringwald	2005		\$438.75	per field review MH moved
Jerome & Judy Kaufold	2012		\$10.00	MH cert of perm location #1113
Ruby Mae Gibbs	2012		\$22.82	per field review MH torn down
Ruby Mae Gibbs	2011		\$22.51	per field review MH torn down
Ruby Mae Gibbs	2010		\$23.08	per field review MH torn down
Ruby Mae Gibbs	2009		\$24.95	per field review MH torn down
Ruby Mae Gibbs	2008		\$25.61	per field review MH torn down
Ruby Mae Gibbs	2007		\$65.54	per field review MH torn down
Ruby Mae Gibbs	2006		\$66.97	per field review MH torn down
Ruby Mae Gibbs	2005		\$68.75	per field review MH torn down
Ruby Mae Gibbs	2004		\$75.57	per field review MH torn down
Ruby Mae Gibbs	2003		\$83.30	per field review MH torn down
Ruby Mae Gibbs	2002		\$85.37	per field review MH torn down
Ruby Mae Gibbs	2001		\$79.12	per field review MH torn down
Ruby Mae Gibbs	2000		\$81.95	per field review MH torn down
Angela Miller	2007		\$62.60	MH moved out of county
Angela Miller	2008		\$64.17	MH moved out of county
Angela Miller	2009		\$66.12	MH moved out of county
Angela Miller	2004		\$74.31	MH moved out of county
Angela Miller	2003		\$83.70	MH moved out of county
Julia Green/Magnolia Mitchell	2005		\$19.49	MH torn down
Julia Green/Magnolia Mitchell	2004		\$19.39	MH torn down
Julia Green/Magnolia Mitchell	2007		\$19.34	MH torn down
Julia Green/Magnolia Mitchell	2008		\$19.34	MH torn down
Julia Green/Magnolia Mitchell	2009		\$20.68	MH torn down Julia Green/Magnolia
Mitchell	2010	\$20.68		MH torn down
Audrey G. Mitchell	2010		\$10.00	MH burned down
Edith Walker	2012		\$31.60	per TC MH torn down
Daniel Walker	2012		\$258.89	per TC MH moved to Coffee Co
Daniel Walker	2011		\$258.89	per TC MH moved to Coffee Co
Alva R. Lee	2003		\$61.39	per field review MH torn down
Peggy Anita Ribron Stone	2004		\$33.77	per field review MH torn down
Peggy Anita Ribron Stone	2005		\$31.72	per field review MH torn down
Peggy Anita Ribron Stone	2006		\$30.67	per field review MH torn down
Peggy Anita Ribron Stone	2007		\$30.57	per field review MH torn down
Peggy Anita Ribron Stone	2008		\$30.57	per field review MH torn down
Peggy Anita Ribron Stone	2009		\$26.77	per field review MH torn down
Peggy Anita Ribron Stone	2010		\$24.85	per field review MH torn down

Peggy Anita Ribron Stone	2011	24.44	per field review MH torn down
Peggy Anita Ribron Stone	2012	\$24.80	per field review MH torn down
Karen Sneed	2004	\$700.70	MH moved to Liberty Co
Karen Sneed	2005	\$654.90	MH moved to Liberty Co
Karen Sneed	2006	\$636.78	MH moved to Liberty Co
Karen Sneed	2007	\$620.08	MH moved to Liberty Co
Thumper Enterprises	2004	\$59.40	MH moved
Thumper Enterprises	2005	\$53.88	MH moved
Thumper Enterprises	2006	\$52.18	MH moved
Thumper Enterprises	2007	\$50.74	MH moved
Marshlands Corporation	2010	\$71.42	MH sold for scrap
Marshlands Corporations	2009	\$79.58	MH sold for scrap
Pete & Sherry Parrish	2001	\$110.06	per field review MH torn down
Pete & Sherry Parrish	2002	\$118.66	per field review MH torn down
Pete & Sherry Parrish	2003	\$115.21	per field review MH torn down
Pete & Sherry Parrish	2004	\$103.69	per field review MH torn down
Pete & Sherry Parrish	2005	\$93.55	per field review MH torn down
Pete & Sherry Parrish	2006	\$90.57	per field review MH torn down
Pete & Sherry Parrish	2007	\$88.14	per field review MH torn down
Pete & Sherry Parrish	2008	\$88.14	per field review MH torn down
Pete & Sherry Parrish	2009	\$50.77	per field review MH torn down
Pete & Sherry Parrish	2010	\$38.73	per field review MH torn down
Pete & Sherry Parrish	2011	\$38.51	per field review MH torn down
Pete & Sherry Parrish	2012	\$39.22	per field review MH torn down
Beth Caswell	2004	\$84.54	per field review MH torn down
Beth Caswell	2005	\$76.47	per field review MH torn down
Beth Caswell	2006	\$74.72	per field review MH torn down
Beth Caswell	2007	\$73.25	per field review MH torn down
Beth Caswell	2008	\$35.33	per field review MH torn down
Beth Caswell	2009	\$41.82	per field review MH torn down
Beth Caswell	2010	\$39.29	per field review MH torn down
Beth Caswell	2011	\$39.52	per field review MH torn down
Beth Caswell	2012	\$41.82	per field review MH torn down
Teresa Robinson	1998	\$311.49	MH moved, no title information
Teresa Robinson	1999	\$294.99	MH moved, no title information
Teresa Robinson	2000	\$270.05	MH moved, no title information
Teresa Robinson	2001	\$253.56	MH moved, no title information
Teresa Robinson	2002	\$259.12	MH moved, no title information
Teresa Robinson	2003	\$246.85	MH moved, no title information
Teresa Robinson	2004	\$221.45	MH moved, no title information
Teresa Robinson	2005	\$199.06	MH moved, no title information
Teresa Robinson	2006	\$192.84	MH moved, no title information
Teresa Robinson	2007	\$187.82	MH moved, no title information
Teresa Robinson	2008	\$187.82	MH moved, no title information
Teresa Robinson	2009	\$186.70	MH moved, no title information
Teresa Robinson	2010	\$157.81	MH moved, no title information
Teresa Robinson	2011	\$159.19	MH moved, no title information
Teresa Robinson	2012	\$192.78	MH moved, no title information
John W. Lord Jr.	2009	\$93.62	MH moved out of county
Scheryrhonda Albertie	2002	\$32.73	per field review MH not there
Scheryrhonda Albertie	2003	\$33.75	per field review MH not there
Scheryrhonda Albertie	2004	\$32.25	per field review MH not there
Scheryrhonda Albertie	2005	\$30.40	per field review MH not there
Scheryrhonda Albertie	2006	\$30.05	per field review MH not there
Scheryrhonda Albertie	2007	\$29.37	per field review MH not there

Scheryrhonda Albertie	2008	\$29.37	per field review MH not there
Scheryrhonda Albertie	2009	\$46.07	per field review MH not there
Scheryrhonda Albertie	2010	\$40.51	per field review MH not there
Scheryrhonda Albertie	2011	\$40.72	per field review MH not there
Scheryrhonda Albertie	2012	\$39.69	per field review MH not there
Cindy Dolloff / Greg Queens	1998	\$147.32	per field review MH not there
Cindy Dolloff / Greg Queens	1999	\$125.63	per field review MH not there
Cindy Dolloff / Greg Queens	2000	\$158.97	per field review MH not there
Cindy Dolloff / Greg Queens	2001	\$141.52	per field review MH not there
Cindy Dolloff / Greg Queens	2002	\$149.20	per field review MH not there
Cindy Dolloff / Greg Queens	2003	\$145.52	per field review MH not there
Cindy Dolloff / Greg Queens	2004	\$129.11	per field review MH not there
Cindy Dolloff / Greg Queens	2005	\$116.80	per field review MH not there
Cindy Dolloff / Greg Queens	2006	\$111.59	per field review MH not there
Cindy Dolloff / Greg Queens	2007	\$107.07	per field review MH not there
Cindy Dolloff / Greg Queens	2008	\$107.07	per field review MH not there
Cindy Dolloff / Greg Queens	2009	\$80.17	per field review MH not there
Cindy Dolloff / Greg Queens	2010	\$72.21	per field review MH not there
Cindy Dolloff / Greg Queens	2011	\$70.40	per field review MH not there
Cindy Dolloff / Greg Queens	2012	\$71.90	per field review MH not there
Tim & Pat Pierce	2007	\$365.62	per field review MH not there
James & Majorie Ryals	2012	\$10.00	Account doubled
Barbara Roosevelt	2008	\$25.74	MH destroyed per police report

9. Intergovernmental Fire Protection Agreement with the City of Kingsland

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve Intergovernmental Fire Protection Agreement with the City of Kingsland.

The motion carried unanimously.

10. State Sharing Agreement for State Shared Assets Account

Vice-Chair Keene made a motion, seconded by Commissioner Starline to approve the State Sharing Agreement for State Shared Assets Account.

The motion carried unanimously.

**Tommy J. Gregory, Sheriff
Camden County Georgia
Post Office Box-699
Woodbine Georgia 31569-699**

November 13, 2012

**State Sharing Agreement
(Shared Assets)
Between
The Sheriff and the County Board of Commissioners**

In an effort to increase greater transparency in government the Sheriff and the Camden County Board of Commissioners agree to the following:

1. The bank account holder will remain the Sheriff of Camden County.
2. The Sheriff will contract with the County Administrator or his finance department

- designee for all accounting work associated with the State Shared Asset account.
3. The County Administrator or his finance department designee will be listed as an eligible account signer.
 4. The Sheriff will make request in writing to the County Administrator for all State Shared purchases.
 5. If said request meets the guidelines as set forth by the Georgia State Law, the County Administrator or his finance department designee will within two business days of said request issue a check from the "Camden County Sheriff's Office State Shared Assets Account" to the Sheriff.
 6. If the stated request does not appear to meet the Georgia State Law then the County Administrator or his finance department designee will forward immediately the request to the County Attorney for his legal opinion. The County Attorney will then render his opinion in writing to the Sheriff within two business days of receiving such request.
 7. If the County Attorney feels that the requested purchase does not meet the Georgia State Law, then the Sheriff may submit the request with an attached letter of approval from the Office of the Attorney General in lieu of the County Attorney's opinion prior to a check being issued.
 8. If the County Attorney and the Office of the Attorney General all agree that a request does not meet the Georgia State Law, then the Sheriff of Camden County agrees not to make the purchase.
 9. The annual report and all auditing will be handled through the County Administrator or his finance department.
 10. This agreement in no way binds the Sheriff of Camden County to ask for approval by the Camden County Board of Commissioners for any purchases meeting this agreement.
 11. Both the Sheriff and the Camden County Board of Commissioners can opt out of this agreement ten business days after notifying the other in writing.

11. Intergovernmental agreement to enforce O.C.G.A. §40-6-163

Commissioner Blount made a motion, seconded by Vice-Chair Keene to approve the Intergovernmental agreement to enforce O.C.G.A. §40-6-163

So voted:

Chair Rainer - Yes

Vice-Chair Keene - Yes

Commissioner Clark - Yes

Commissioner Starline - No

Commissioner Blount - Yes

The motion carried 4-1.

INTERGOVERNMENTAL AGREEMENT TO ENFORCE O.C.G.A. §40-6-163

THIS INTERGOVERNMENTAL AGREEMENT, (hereinafter, "Agreement") is made and entered into this ___ day of , 20-, by and between THE BOARD OF EDUCATION OF CAMDEN COUNTY, GEORGIA (hereinafter, the "Board of Education"), CAMDEN COUNTY, GEORGIA (hereinafter, the "County") and the CAMDEN COUNTY SHERIFF (hereinafter, the "Sheriff").

WITNESSE THAT:

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the 1983 Constitution of Georgia, the parties are authorized to contract with one another for a purpose which the parties are otherwise authorized by law to undertake or provide; and

WHEREAS, the governing authority of the Board of Education, the County, as well as the Sheriff and law enforcement agencies from the City of St. Marys and Kingsland are independently charged to act in the best interest of the citizens of Camden County, have each examined the needs of the citizens and have determined that it is in the best interest of the citizens to provide certain services which are authorized by law.

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens of Camden County to enter an agreement for the following purposes; and

WHEREAS, the parties share concerns about the safety of students while exiting and entering Board of Education school buses traveling on public roads throughout Camden County and the public safety and welfare of the traveling public generally; and

WHEREAS, the Georgia General Assembly, during the 2011 Regular Session, amended O.C.G.A. §40-6-163 to add a new subsection (d) regarding the use of video recording devices to capture evidence of vehicles meeting or overtaking a stopped school bus and to provide notice and procedures for violations of said code section; and

WHEREAS, the law enforcement agency authorized to enforce O.C.G.A. §40-6-163 has certain responsibilities with regard to verification and notification to violators of O.C.G.A. §40-6-163(a); and

WHEREAS, O.C.G.A. §40-6-163(d)(9) authorizes school systems to enter into intergovernmental agreements pertaining to an offset of expenses regarding the implementation and ongoing operation of video recording devices utilized for the purposes stated in O.C.G.A. §40-6-163; and

WHEREAS, the parties agree that video recording devices authorized by O.C.G.A. §40-6-163(d) and related evidence file processing would be a beneficial tool to provide an additional safety mechanism for school students riding, entering and exiting school buses and to deter violations of the Uniform Rules of the Road, specifically O.C.G.A. §40-6-163(a); and

WHEREAS, the parties desire to enter into an agreement whereby the Board of Education through a 3rd party vendor shall procure certain video recording devices, related equipment and services in furtherance of O.C.G.A. §40-6-163, shall have affixed said video recording devices to the exterior of school buses owned by the Board of Education and have installed related equipment on or within the buses; and

WHEREAS, the Board of Education desires to enter into a contemporaneous cooperative endeavor agreement with a third party vendor, Xerox State and Local Solutions, Inc. (hereinafter "Vendor"), to assist the Board of Education in the performance of certain duties and to work with the other parties to this Agreement in the administration of the video recording and processing services authorized by O.C.G.A. §40-6-163 (also referred to herein as the "program"); and

WHEREAS, the parties desire to enter into an agreement whereby the Board of Education through Vendor will provide data to the law enforcement agencies that have jurisdiction where the infractions occurred pursuant to O.C.G.A. §40-6-163 for the purpose of enforcing violations of said law and the participating law enforcement agencies in turn will fulfill the law enforcement duties stated therein; and

WHEREAS, the parties desire to enter into an agreement whereby the County through the Sheriff, and the Cities through their respective police departments and their respective

courts will prosecute violations of O.C.G.A. §40-6-163 and collect civil penalties there under.

1. RECITALS

The foregoing recitals, each being true, are made a part of this Agreement by reference as if fully set forth here.

2. TERM

The term of this Agreement is subject to the provisions of Section 36-60-13 of Title 36 of the Georgia Code and Section 20-2-506 of the Georgia Code shall commence upon the date this Agreement has been executed by each of the parties and shall terminate upon the passing of any of the following events, whichever occurs first:

- a. upon thirty (30) days after the Board of Education ceases to have a contract with Vendor to supply and maintain the equipment and devices and supply the images necessary to comply with O.C.G.A. §40-6-163.
- b. upon sixty (60) days written notice from any party evidencing the governing body's adoption of a binding resolution declaring its intentions to terminate this Agreement.
- c. upon sixty (60) days written notice of intent to opt out for any or no reason from any party.

3. OBLIGATIONS OF THE BOARD OF EDUCATION OF CAMDEN COUNTY, GEORGIA

- a. Procurement of Devices and Equipment. The Board of Education shall enter into an agreement with **its'** Vendor to procure devices, equipment, and violation processing and administrative processing services which are capable of performing in accordance with the requirements of O.C.G.A. §40-6-163.
- b. Costs. There are no costs to the Board of Education or any other parties to this agreement. The Board of **Education's** Vendor will fund the procurement, installation and support of all components of the program. The Vendor will retain \$135.00 for the 1st violation and \$160 for all subsequent violations for each civil fine to the same registered owner that is assessed and collected as compensation for funding and operating the program.
- c. Compensation to the Board of Education. The Board of Education will retain \$50.00 from each civil fine that is assessed and collected for their role in managing the **Vendor's** activities for the program. The Vendor will deposit monthly appropriate amount directly into the Board of **Education's** bank account. The Vendor will provide the Board of Education a reconciliation statement monthly.
- d. Reporting. The Board of Education shall insure that **its'** Vendor provides the Sheriff and the courts information consistent with the requirements of O.C.G.A. §40-6-163, to wit:
 - i. image(s) recorded by a video recording device mounted on a school bus depicting vehicles passing the stopped bus;
 - ii. image(s) recorded by a video recording device depicting the license plate of the violating vehicle;

- iii. corresponding data indicating the date, time and location the images were recorded; and
- iv. corresponding data of the name and address of the registered owner of the vehicle that passed the stopped school bus;
- v. corresponding data indicating the activation of amber lights, flashing red lights, stop arms, and/or brakes.

4. OBLIGATIONS OF CAMDEN COUNTY, GEORGIA

- a. Operation of Courts. The County in consultation with the Solicitor and Sheriff, shall allocate sufficient resources which, in the County's sole discretion, are necessary, for the hearing of violations of O.C.G.A. §40-6-163 in County courts designated to hear violations of O.C.G.A. §40-6-163.
- b. Compensation to Camden County. If the infraction occurs within the jurisdiction of Camden County, the County will retain the remaining amount from each civil fine that is assessed and collected excluding Board of Education compensation, Vendor Fees and certified mail costs and credit card processing fees if applicable. The Vendor will deposit monthly the appropriate amount directly into a County bank account. The Vendor will provide the County a reconciliation statement monthly.

5. OBLIGATIONS OF CAMDEN COUNTY SHERIFF

- a. Obligations under O.C.G.A. §40-6-163. The Sheriff acknowledges that the Sheriff and his qualified employees shall serve as "law enforcement" as that term is used in O.C.G.A. §40-6-163 and shall fulfill the duties therein assigned to law enforcement, including but not limited to receiving evidence from the Board of Education's Vendors and to review and approve violations within 3 business days, serving as a witness when necessary in the event of an appeal, and otherwise facilitating prosecution of O.C.G.A. §40-6-163, the costs of said law enforcement duties being born by the Sheriff.
- b. Within ten (10) business days after the effective date of this agreement, the authorized representative from the Sheriff's Office shall execute the DMV Services Subscriber Authorization document to provide verification to the State Department of Motor Vehicles and National Law Enforcement Telecommunications System indicating that Xerox is acting on behalf of the Sheriff's Office for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

6. OWNERSHIP AND CONTROL OF DATA

As between the Board of Education, the County, and the Sheriff the information, citations, images and evidence generated by the devices and equipment which are the subject of this Agreement ("generated data") shall at all times remain the property of the parties involved in this contract and shall be used solely for the purposes authorized by this Agreement and applicable state law. Neither the County nor the Board of Education shall have rights to duplicate, mirror, alter, destroy or tamper with the generated data except as otherwise expressly approved by this Agreement and applicable state law. It is the understanding of all parties that such generated

data may be exempt from federal and state law regarding access to public records, including but not limited to the Georgia Open Records Act, codified at O.C.G.A.

This Agreement may be modified in writing by mutual agreement of the parties. No waiver, modification, or amendment of any term, condition, or provision of this Intergovernmental Agreement will be valid or of any force or effect unless made in writing and signed by the parties hereto. The Agreement shall also be revised whenever necessary to meet the requirements of federal and state laws, regulations, or orders.

9. STATE LAW

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of any and all litigation arising out of this Agreement shall be in the State of Georgia and venue shall lie in the county set forth at the beginning of this Agreement. In the event any portion of this Agreement shall be declared or adjudged invalid or unconstitutional, it is the intention of the parties hereto that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this Agreement which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of this Intergovernmental Agreement.

10. AGREEMENT SHALL REMAIN IN FORCE

In the event any portion of this Agreement shall be declared or adjudged invalid or unconstitutional, it is the intention of the parties hereto that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this Agreement which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of this Intergovernmental Agreement.

12. Acceptance of two (2) Georgia Emergency Management Agency grants

Commissioner Blount made a motion, seconded by Vice-Chair Keene to accept the two (2) Georgia Emergency Management Agency grants

The motion carried unanimously.

Reports

- **Calendar - October & November**

County Clerk Kathryn Bishop read the calendars for November & December 2012.

- **County Administrator's Report**

County Administrator Steve Howard announced that Joint Development Authority member Joel Hanner has announced his resignation.

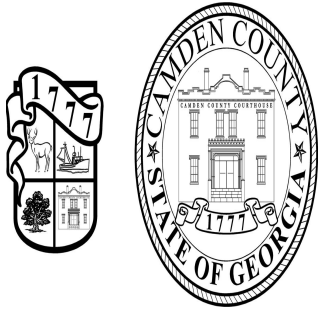
He announced that a Meet & Greet Barbecue sponsored by the St. Marys River Management Committee and the University of Georgia will be held in Browntown on December 5th to educate the public on river clean up. He stated this event is free.

Additional Public Comments:

James Casey, Kingsland

Adjournment:

Commissioner Blount made a motion, seconded by Vice-Chair Keene to adjourn the November 13, 2012 meeting. The vote was unanimous to adjourn the meeting at 7:53 PM.



BY:
DAVID L. RAINER, CHAIRMAN
CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST:
KATHRYN BISHOP, COUNTY CLERK