

AGENDA
REGULAR MEETING
5:00 P.M.
October 18, 2021

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Approval of Minutes – September 7, 2021 and September 20, 2021 Regular Meetings
6. Old Business
7. New Business
 - a. Discussion regarding the budget of the Public Defender's Office
 - b. Discussion regarding the findings of the Candler County Zoning Panel
 - c. Consideration of a request from the Candler County Coroner's Office to transfer a decommissioned ambulance to service with the Coroner
 - d. Consideration of a proposal from Johnson-Laux Construction, LLC for replacement of the roof of the Detention Center
 - e. Consideration of a proposal for HVAC maintenance
 - f. Consideration of a Periodic Maintenance Agreement from CAT/Yancey for the 2021 420 IT ES Backhoe in an amount of \$1,526.25 per service
 - g. Consideration of a request from the Tax Commissioner for ARPA funding to install protective barriers and for SPLOST funding for additional office construction projects
 - h. Metter-Candler Airport Authority Re-appointment - Bill Walden
 - i. Discussion regarding the Candler County Comprehensive Plan, strategic planning, and capital project impacts to the county
 - j. Authorization for Chairman Glyn Thrift and County Administrator Bryan Aasheim to execute required agreements with GCIC for Non-Criminal Justice
8. Report from Chairman
9. Report from County Administrator
10. Report from Attorney
11. Reports from Commissioners
12. Executive Session
13. Adjournment

Board of Commissioners of Candler County
Regular Meeting
October 18, 2021
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, October 18, 2021, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed.

Jeri Goodman represented The Metter Advertiser. Guests attending this meeting included: Sandra Giles; Public Defender Office, Brandi Payne and Toby Carr; Candler County Coroner, Joe Carter; Candler County Voter Registrar Board members, Gary Howard and John Garity. This meeting was offered via teleconference to the public.

Call to Order

Chairman Thrift called the meeting to order at 5:02 p.m.

Invocation and Pledge of Allegiance

Commissioner Thomas delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

Approval of the Agenda

Commissioner Hendrix made a motion to amend the agenda to switch the order of items **7.a. Discussion regarding the findings of the Candler County Zoning Panel** and **7.b. Discussion regarding the budget of the Public Defender's Office**; As well as, add item **7.j. Authorization for Chairman Glyn Thrift and County Administrator Bryan Aasheim to execute required agreements with GCIC for Non-Criminal Justice**. Commissioner Thomas provided a second. The motion carried 5-0.

Citizens Wishing to Address the Board

Sandra Giles – Ms. Giles approached the Board to request reconsidering assigning her a second 911 address and to dispute a structure on her property being labeled a “one family” to a utility structure. Mr. Aasheim provided the Board with a copy of the Candler County 911 Uniform Road Naming and Property Numbering Ordinance. He then referenced section 4.B. Each house, building, other occupied structure, and other critical facilities shall be assigned a separate number. A number or alphabetical letter shall be assigned for each separate and distinct occupant or division (i.e. apartment, company, etc.) within a building or other occupied structure. Mr. Aasheim explained the Commission have the choice to allow a variance. However, Mr. Gross confirmed the Commission do not have jurisdiction to override the Tax assessor Board's decision about how property should be classified. After a lengthy discussion, the Commission decided to review the ordinance language, and would notify Ms. Giles of any changes that my affect her property.

Ms. Giles was then advised to present the property dispute request to the Tax Assessor's Office.

Commissioner Robinson made a motion to allow Ms. Giles a variance excusing her from having a second 911 address on the structure. Chairman Thrift provided a second to this motion. Vice-Chairman Jones requested revisiting the 911 numbering ordinance. The motion failed to pass 2-3, with Chairman Thrift and Commissioner Robinson voting in favor while Vice-Chairman Jones, Commissioners Thomas and Hendrix voted against.

Approval of Minutes – September 7, 2021 and September 20, 2021 Regular Meetings

Vice-Chairman Jones made a motion to approve the September 7, 2021 and September 20, 2021 Regular Meetings minutes. Commissioner Hendrix provided a second. The motion carried 5-0.

Old Business

Mr. Aasheim stated there is no Old Business to address during this meeting.

New Business

Discussion regarding the budget of the Public Defender's Office

Public Defender, Brandi Payne, appeared before the Board to ask the Commissioners to reconsider the action taken in the October, 2021 meeting where they voted to deny Ms. Payne's written request to retain a surplus of \$71,495.46 in FY21 funding. \$7,950.29 / 11.12% of the total surplus came specifically from Candler County.

This item died for a lack of a motion.

Discussion regarding the findings of the Candler County Zoning Panel

Mr. Aasheim updated the Commissioners of the findings of the Candler County Zoning Panel specifically regarding four topics that included:

1. All members of the panel value land use rights and are cautious about implementing additional land use controls in the county.
2. Some members believe that the current land ordinances are too restrictive and impair the county's ability to grow and develop
3. Some members feel that zoning may be too much or too complicated and that the appropriate measure is to change/modify existing ordinances
4. The panel feels there is little danger from a significant, unwanted commercial property use coming to Candler County

There is not an agreement within the panel on the four topics. Mr. Aasheim requested direction from the Commission about zoning within the County. Chairman Thrift and Mr. Aasheim will consider the pertinent topics that Candler County should consider pursuing in the zoning of Candler County.

Consideration of a request from the Candler County Coroner's Office to transfer a decommissioned ambulance to service with the County Coroner

Mr. Aasheim presented a request from County Coroner, Joe Carter, to consider a request to transfer a 2008 Ford Ambulance from EMS to the coroner's office. Mr. Carter approached the Board to discuss this request. The ambulance was decommissioned by EMS due to the age and the purchase of the 2021 Ambulance.

Chairman Thrift made a motion to approve the transfer of the 2008 ambulance from EMS to the Coroner's Office. Commissioner Thomas provided a second. The motion carried 5-0.

Consideration of a proposal from Johnson-Laux Construction, LLC for replacement of the roof of the Detention Center

Mr. Aasheim requested that this item be tabled. Commissioner Hendrix made a motion to table Consideration of a proposal from Johnson-Laux Construction, LLC for replacement of the roof of the Detention Center. Vice-Chairman Jones provided a second. The motion carried 5-0.

Consideration of a proposal for HVAC maintenance

Mr. Aasheim requested the Commissioners consider reissuing an RFP for HVAC maintenance.

Commissioner Thomas made a motion to reissue the HVAC RFP for 30 days. Commissioner Hendrix provided a second. The motion carried 5-0.

Consideration of a Periodic Maintenance Agreement from CAT/Yancey for the 2021 420 IT ES Backhoe in an amount of \$1,526.25 per service

Mr. Aasheim presented an agreement with CAT/Yancy to provide periodic maintenance of a 2021 CAT 420 IT ES Backhoe at 500-hour intervals.

Vice-Chairman Jones made a motion to approve a Periodic Maintenance Agreement from CAT/Yancey for the 2021 420 IT ES Backhoe in an amount of \$1,526.25 per service. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit A)

Consideration of a request from the Tax Commissioner for ARPA funding to install protective barriers and for SPLOST funding for additional office construction projects

Mr. Aasheim requested that this item be tabled.

Chairman Thrift made a motion to table this item. Vice-Chairman Jones made a motion to approve. The motion carried 5-0.

Metter-Candler Airport Authority Re-appointment - Bill Walden

Mr. Aasheim presented letter form the Metter-Candler Airport Authority requesting the re-appointment of Bill Walden. Mr. Walden is agreeable to serve another term on this board.

Vice-Chairman Jones made a motion to reappoint Bill Walden to the Metter-Candler Airport Authority Board. Commissioner Hendrix provided a second. The motion carried 5-0.

Discussion regarding the Candler County Comprehensive Plan, strategic planning, and capital project impacts to the county

Mr. Aasheim provided input on possible needs for Candler County regarding future strategic planning, large scale capital projects needed and as well as issues facing the county. Three specifically included an annex building, a detention facility, the courthouse and the landfill. After a brief discussion, the Commission requested Mr. Aasheim prepare an RFQ for an architect.

Authorization for Chairman Glyn Thrift and County Administrator Bryan Aasheim to execute required agreements with GCIC for Non-Criminal Justice

Mr. Aasheim requested the Commissioner authorize Chairman Thrift and himself to execute the GCIC Non-Criminal Justice User Agreement. He informed them that GCIC requires the county to execute an updated agreement every two years.

Vice-Chairman Jones made a motion to Authorize Chairman Glyn Thrift and County Administrator Bryan Aasheim to execute required agreements with GCIC for Non-Criminal Justice. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit B)

Report from the Chairman

Reported he would be present next week while Mr. Aasheim is unavailable.

Report from the Administrator

Mr. Aasheim reported on the following topics:

- RFP on Cannon lease
- Vacation leave carry over to exceed 240 hours
- Premium pay from ARPA funds
- LMIG
- Met with City on LOST negotiations

Jack Childs Bench dedication is Saturday October 23, 2021 at 5:00 pm

Report from the County Attorney

Mr. Gross stated he had two items to discuss in executive session.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report.

Vice-Chairman Jones representing Commission District 2 had nothing to report.

Commissioner Robinson representing Commission District 3 had nothing to report.

Commissioner Hendrix representing Commissioner District 4 had nothing to report.

Executive Session

Commissioner Thomas moved to exit into Executive Session to discuss personnel and litigation at 7:30 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Commissioner Hendrix moved to exit Executive Session and reconvene the regular meeting 8:07 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Commissioner Thomas moved to authorize Chairman Thrift to sign the Closed Meeting Affidavit. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

Commissioner Robinson moved to increase the salary of Duff Ayers, State Court public defender by \$8,000 to \$28,000 annually. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 8:10 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 5-0.



Maranda K. Lank, Clerk
Attest



Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on October 18, 2021

2.
During such meeting, the Board voted to go into closed session.

3.
The executive session was called to order at 7:30 p.m.

4.
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 18th day of October 2021.

Sworn to and subscribed before me
this 18th day of October 2021

Maranda K. Lank
Notary Public



Glyn Thrift
Glyn Thrift, Chairman
Board of Commissioners of Candler County

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439
(912) 685-2835 FAX (912) 685-4823

Exhibit A



PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL INCLUDED

YANCEY BROS. PREVENTATIVE MAINTENANCE (PM) AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc CUSTOMER NO: 802917 QUOTE NO: 20349
 P.M. CONTACT (NAME, EMAIL & PHONE): _____ QUOTE DATE: 10/7/2021

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Pre-Paid Price	CPH (Cost Per Hour)	Equal Pay Per Service (Billed at each service)
420 IT ES	H8T01761	0	12 1,000	500	\$3,052.49	\$3.05	\$1,526.25

DEALERSHIP RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included
To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All P.M. Service History
Maintain a Working Product Link system if installed <small>excluding customer damage</small>

CUSTOMER RESPONSIBILITES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily <small>Top off as necessary with fluids meeting OEM</small>
Perform 10, 50, 100 and 250 Hour Maintenance <small>As outlined in the lubrication and maintenance manual</small>
Perform All Cooling System Maintenance <small>As Required By Lubrication And Maintenance Manual</small>
Make Machine Available For P.M. Service <small>Upon Arrival Of P.M. Technician, in a safe environment</small>
Machine must be located in the state of Georgia

Condition Monitoring service is included with Yancey Bros's P.M. agreements.

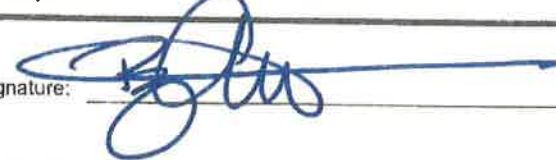
- Our C.M. analyst will manage the following fleet services:
- Track hours and schedule services in advance and on time
 - Ensure the correct P.M. service level is performed
 - Monitor health & utilization by sending event reports as they happen and providing monthly reports.

Terms of Agreement: Labor and Fluid prices are guaranteed for the Agreement Length from the enrollment date. Agreements will auto renew after 24 months and are subject to pricing adjustments. Agreement can be cancelled by either party at any time. All Yancey Bros. Co. standard terms and conditions are applicable (see reverse.)

INITIALS:

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **BILLING:**
 - If the customer elects to be billed by the hour, Yancey Bros. Co. will generate an invoice for each serial number every month for the previous billing period hourly usage, multiplied by the hourly agreement rate.
 - If the customer elects to pre-pay, Yancey Bros. Co. will generate an invoice for each serial number for the entire agreement at the pre-paid agreement price.
 - If the customer elects to be billed equal payments per service, Yancey Bros. Co. will generate an invoice for each serial number every service at the time of the service at the service agreement rate.
2. **EXCLUSIONS** - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacture's lubrication and maintenance guide are not included. Cab filters, hoses, clamps, bulbs, nuts, bolts, etc. are not included. Replacement filters such as engine air or fuel filters outside of the normal scheduled interval are not included.
3. **NOTES AND/OR SPECIAL INSTRUCTIONS:**
 - Tier 4 type machine diesel particulatefilter and components are not included in the price of the pm contract.
 - 250 and 500 hour interval PM services do not include engine air-filter.
 - Cab Air Filters are not included.
 - Coolant sampling is only included at the 2000 Hr interval.
 - Routine adjustments like adjusting engine valve are not included.
4. **WARRANTY INFORMATION:** Yancey Bros. Co. warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey Bros. Co.'s obligation under this warranty shall be limited to the repair or replacement at Yancey Bros. Co.'s premises of those new parts previously installed or labor previously performed demonstrated to be defective. Such remedy shall constitute customer's sole and exclusive remedy and customer hereby agrees that no other remedy (including, but not limited to claims for incidental, consequential or special damages, or any cause, loss, action, claim or damage, including loss of time, whatsoever. Or injury to person or property or any other consequential damage or incidental or economic loss) shall be available to customer. This warranty is expressly in lieu of all other warranties, express or implied, including any warranties or merchantability and fitness for a Particular purpose. Substandard repair work may be performed upon request of customer and according to customer's instructions but such work will carry absolutely no warranty whatsoever. Customer further acknowledges and agrees that no verbal contracts, agreements or warranties other than what is set forth herein have been received or given.
5. **APPLICABLE LAW:** This Agreement shall be deemed to be governed by the laws of the State of Georgia.
6. **AUTOMATIC RENEWAL:** This agreement shall be automatically renewed for successive two (2) year term thereafter (each a renewal term) until and unless either party cancels.
7. **PRE-PAID CONTRACTS:** Billing will commence at the new hourly rate after the pre-paid services are completed. For pay per service, equal pay per service, and cost per hour agreements, billing will continue in the same method that the contract was set up at the new rate.
8. **UNDERSIGNED ACKNOWLEDGES:** The responsibilities of Yancey Bros. Co. are limited to the servicing of the equipment as outlined herein and does not guarantee the detection or replacement of worn out, defective, or malfunctioning parts. In no event shall Yancey Bros. Co. be liable for any direct, indirect, special, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising from the furnishing, functioning, or use of any items of equipment or services provided for this agreement. This agreement can be canceled at any time by either party. In the event of early cancellation, the account will be reconciled and any charges due Yancey Bros. will be payable in full at that time, any credits due to the customer will be due to the customer at that time.
9. **TELEMATICS:** In the event that this machine is equipped with Product LinkTM, I understand data concerning this machine, its condition, and its operation is being transmitted by Product LinkTM to Caterpillar Inc. its affiliates (Caterpillar) and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar Inc. and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey Bros. Co. will remain the private property of Yancey Bros. Co.
10. **ADDITIONAL TERMS & CONDITIONS:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond reasonable control. Such acts include but are not limited to the following: Strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Signature:  _____ Date: 10/19/21

Yancey Bros. Co. Signature: _____ Date: _____

Exhibit B

Georgia Crime Information Center Non-Criminal Justice User Agreement

New Agreement

Renewal

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), the State repository for Georgia criminal history record information (CHRI) and access point for federal CHRI and the agency accessing and/or obtaining fingerprint-based state and/or federal CHRI for authorized employment or licensing purposes.

AGENCY: Candler County Board of Commissioners ORI: GA923380Z

ADDRESS: 1075 S Kennedy St, Suite A PHONE: 912-685-2835

CITY: Metter STATE: GA ZIPCODE: 30439

This agreement sets forth duties and responsibilities for GCIC and the agency accessing and/or obtaining information from the GCIC network.

General Provisions

Georgia law authorizes the Georgia Crime Information Center (GCIC), a division of the Georgia Bureau of Investigation (GBI), to disseminate CHRI to private persons and businesses, public agencies and political subdivisions as provided in the Official Code of Georgia Annotated (O.C.G.A.) §§ 35-3-34 and 35-3-35.

Use of Georgia and FBI CHRI obtained under this User Agreement is solely for the purpose requested and cannot be disseminated outside the receiving agency. O.C.G.A. § 35-3-38 establishes criminal penalties for requesting, obtaining, communicating or attempting to communicate criminal history record information under false pretenses or in a negligent manner.

As specified by GCIC Council Rules, GCIC reserves the right to impose administrative sanctions, including termination of this agreement, with or without notice upon determining that the Agency has violated the terms of this agreement, GCIC Council Rules, or the laws pertaining to the proper use and dissemination of CHRI; such termination shall be pursuant to GCIC Council Rules.

Agency Contacts

Agencies shall appoint a Point of Contact (POC) and a Local Agency Security Officer (LASO).

The agency POC will be the responsible party for ensuring the agency is compliant with GCIC and FBI policies as well as completing audit documentation. GCIC must be notified in writing whenever there is a change in the agency head or contact and the new agency head or contact must sign a new User Agreement. User Agreements must be re-signed every two (2) years, even if the agency head or contact remains the same.

Outsourcing

Prior to engaging in the outsourcing of any noncriminal justice administrative functions, such as shredding, document storage, etc., the Agency is required to request and receive written permission from the Deputy Director of the GCIC. See *NCJ Guide for additional information on The Outsourcing of Noncriminal Justice Administrative Functions*.

gth (Agency Head initials) ax (Point of Contact initials)

GCIC will provide services as long as a valid User Agreement exists.

Agency Head

Glyn Thrift
Signature/Title

Glyn Thrift
Print Name

Gthrift@candlerco-ga.gov
Email Address

Date

Agency POC

Bryan Aasheim
Signature

Bryan Aasheim
Print Name

baasheim@candlerco-ga.gov
Email Address

10/19/21
Date

LASO

Signature

Print Name

Email Address

Date

GCIC Deputy Director

Rhonda Westbrook, GCIC Division Director

Date

Please send the signed GCIC Non-Criminal Justice User Agreement to:

NCJ.TrainingTeam@gbj.ga.gov

The LASO shall support policy compliance and ensure the GCIC is promptly informed of security incidents identify who is using the approved hardware, software, and firmware and ensure no unauthorized individuals or processes have access to the same. The LASO shall also identify and document how the equipment is connected to the state system, ensure that personnel security screening procedures are being followed and that the approved and appropriate security measures are in place and working as expected.

2/4/2 (Agency Head initials) PTD (Point of Contact initials)

Fingerprinting

Agencies which choose to utilize a law enforcement agency for fingerprinting, should enact a Memorandum of Understanding with the LEA establishing the terms of the service provided. Both the Agency Head of the non-criminal justice agency and the law enforcement agency should sign and agree to the terms of the agreement.

2/4/2 (Agency Head initials) PTD (Point of Contact initials)

Applicant Privacy Rights Notification

Agencies that conduct a fingerprint-based criminal history record check for employment or licensing purposes are obligated to ensure the applicant is provided written notice (written notification includes electronic notification, but excludes oral notification) that his/her fingerprints will be used to check criminal history records maintained by the GCIC and the FBI (when a federal record check is so authorized) and the results of the check are handled in a manner that protects the applicant's privacy. See NCJ Guide for additional information on Agency Responsibilities pertaining to Applicant Privacy Rights)

2/4/2 (Agency Head initials) PTD (Point of Contact initials)

Audits

Agencies utilizing this service agree to audits by the GCIC and the FBI. Audits will be conducted on a biennial schedule however agencies may be audited more frequently at the direction of the GCIC. Agencies agree to keep all records necessary to facilitate a security audit by the GCIC. Examples of records that may be subject to audit are: criminal history records, notification that an individual has no criminal history, agency policies and procedures articulating the provisions for physical security, records of all disseminations of CHRI, and a current executed User Agreement with GCIC.

2/4/2 (Agency Head initials) PTD (Point of Contact initials)

Training

All agency and vendor personnel who have access to criminal history record information must successfully complete the GCIC Security Awareness Training within sixty days of employment or initial assignment, and biennially thereafter via the GCIC Learning Management System (LMS). A GCIC Awareness Statement will be electronically signed after the completion of the training.

2/4/2 (Agency Head initials) PTD (Point of Contact initials)



**Georgia Crime Information Center (GCIC)
Law 92-544 ORI Request Form**
Criminal History Record Checks for Volunteers/Employees

Submit completed form by email to ncj.ori.requests@gbj.ga.gov. Contact the NCJ Training Team at 678-371-8887 or 404-519-9285

Agency Name: Candler County Board of Commissioners	
Physical and Mailing Address: 1075 E Hiawatha St, Suite A	County: Candler
City: Metter	Zip code: 30439
Business Phone: 912-685-2835	Fax: 912-685-4823
Agency Head: Glyn Thrift	Title: Chairman
Contact Person: Bryan Aasheim	Title: County Administrator
Contact Phone: 912-685-2835	
Email Address: baasheim@candlerco-ga.gov	
LASO (Local Agency Security Officer):	
Will this ORI be used to fingerprint submissions of:	
Employees <input checked="" type="checkbox"/>	Volunteers <input type="checkbox"/>
Contractors <input type="checkbox"/>	Alcohol License <input checked="" type="checkbox"/>
Is this agency a private or public school?	Private School <input type="checkbox"/> Public School <input type="checkbox"/>
Will this ORI be used for GAPS Enrollment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
AUTHORIZING STATUTE: OCGA 35-3-35	

IMPORTANT

NON-CRIMINAL JUSTICE AGENCIES: The agency head or designee, of a non-criminal justice agency, i.e. State, County, or City Government, public or private school requesting an ORI number must submit this form along with the GCIC Agency User Agreement. Additionally, the request must state whether the agency is requesting an ORI to conduct FBI fingerprint-based record checks under the authority of 1) a specific state law (O.C.G.A.) that is a FBI approved Public Law (Pub. L.) 92-544 statute or, 2) federal authority (such as the Adam Walsh Child Protection and Safety Act). In addition, further information may be necessary for ORI requests submitted for FBI record checks under federal authority.

Signature:  Date: 9/27/18

GCIC Use Only - ORI Number:

ORI _____ Date _____



**Georgia Crime Information Center (GCIC)
Agency User Agreement - ORI**
Criminal History Record Checks for Volunteers/Employees

Submit completed form by email to ncj.ORIrequests@gbj.ga.gov. Contact the **NCJ Training Team** at 678-371-8887 or 404-519-9285.

Agency Name: Candler County Board of Commissioners	
Physical and Mailing Address: 1075 E Hiawatha St, Suite A	County: Candler
City: Metter	Zip code: 30439
Business Phone: 912-685-2835	Fax: 912-685-4823
Agency Head: Glyn Thrift	Title: Chairman
Contact Person: Bryan Aasheim	Title: County Administrator
Contact Phone: 912-685-2835	
Email Address: baasheim@candlerco-ga.gov	

Georgia law authorizes the Georgia Crime Information Center (GCIC), a division of the Georgia Bureau of Investigation (GBI), to disseminate criminal history record information to private persons and businesses, public agencies and political subdivisions as provided in the Official Code of Georgia (O C G A) §§ 35-3-34 and 35-3-35

Certain agencies are authorized by Georgia and federal law to obtain a national criminal history record check for non-criminal justice purposes. Federal law, commonly referred to as Public Law (Pub. L.) 92-544, requires that a state enact a statute authorizing the check of national criminal history records. The state statute must be specific in nature, identify the category of applicants, require fingerprinting of the applicants and authorize submission of the fingerprints to the FBI for a national criminal history record check. Agencies with this authority must have a Federal Bureau of Investigation (FBI) assigned Originating Agency Identifier (ORI) number. The agency head for each authorized agency or licensing authority must also designate an agency contact. The agency head must sign a GCIC Agency User Agreement and will receive criminal history record information from GCIC on behalf of the agency. GCIC must be notified in writing whenever there is a change in the agency head or contact and the new agency head or contact must sign a new Agency User Agreement. Agency User Agreements must be re-signed every three (3) years, even if the agency head or contact remains the same.

Requesting agencies shall provide the fingerprints of individuals whose records are being requested in a manner prescribed by GCIC. Agencies should inform each individual that his or her fingerprints will be used to perform Georgia and FBI (when authorized) criminal history record checks for the purpose of determining suitability for licensing or employment or any other non-criminal justice purpose.

Officials using the Georgia or FBI criminal history to make a determination of the applicant's suitability for the job, license, or other benefit must provide the applicant the opportunity to complete or challenge the accuracy of the information in the record and advise the applicant of the procedures for changing, correcting, or updating a criminal history record as set forth in Title 28, Code of Federal Regulations (CFR) Section § 16.34. When the results of a criminal history record check cause an adverse employment or licensing decision, Georgia law requires that the applicant must be informed by the individual, business or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history record

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check was conducted, the specific contents of the record, and the affect the record had upon the employment/licensing det...
O.C.G.A. §§ 35-3-34 – 35-3-35 classifies failure to provide all such information to the person subject to the adverse decision as a misdemeanor offense.

Use of Georgia and FBI criminal history records obtained under this User Agreement are solely for the purpose requested and cannot be disseminated outside the receiving agency. O.C.G.A. § 35-3-38 establishes criminal penalties for requesting, obtaining, communicating or attempting to communicate criminal history record information under false pretenses or in a negligent manner. All criminal history record information received from GCIC and/or the FBI for background check purposes shall be stored in a secure location. Areas in which the information is processed and handled shall be restricted to authorized personnel in the performance of their duties. When such information is no longer needed, it shall be destroyed by burning, shredding or other method rendering the information unreadable.

Agencies executing this User Agreement must keep all records (including but not limited to agreements, consent forms, policies and procedures, employment or fitness determinations) necessary to facilitate a security audit by GCIC and cooperate in such audits as GCIC or other authorities may deem necessary.

Employers or licensing authorities assume liability for fees incurred with all fingerprint submissions, including fingerprints submitted as undocumented duplicate submissions, fingerprints submitted in error, unannounced test records, etc. Agencies submitting applicant fingerprint cards electronically to GCIC must establish billing arrangements prior to beginning submissions. Agencies submitting fingerprints to GCIC via the GAPS must register and make payment arrangements with 3M Cogent Systems, Inc. prior to beginning submissions.

All agencies that are billed for services must maintain fiscal responsibility and comply with fee schedules and payment requirements.

GCIC will provide this service as long as a valid User Agreement exists.

Signature: 

Date: 9/27/2018

GCIC Use Only – ORI Number:

ORI _____

Date _____