



Hart County Board of Commissioners  
Tuesday November 26, 2024  
6:00 p.m.  
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)  
11/12/2024 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
  - a) Bid Award for Basketball Uniforms
  - b) Recreation Department Facilities use Fee Schedule
  - c) Juvenile Court Prosecutor Agreement Modification
13. NEW BUSINESS
  - a) Title V Policy Transit (GDOT)
  - b) Recreation Advisory Board Appointments for expiring Terms (12/31/2024)
  - c) AT&T Letter of Support for Application to Broadband Equity, Access, and Deployment (BEAD) Program.
14. PUBLIC COMMENT
15. EXECUTIVE SESSION -Litigation – Personnel BOA
16. ADJOURNMENT



Hart County Board of Commissioners  
Tuesday November 12, 2024  
6:00 p.m.  
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)  
10/8/2024 Regular Minutes  
10/28/2024 Called Meeting Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT  
October Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
  - a) Bid Opening for Basketball Uniforms
  - b) Permission to bid Lighting for Pickleball and Tennis Courts
  - c) **Permission to bid for replacement of Heat and air units Courthouse** (item removed)
  - d) Roads for Paving bids
13. NEW BUSINESS
  - a) Windstream Letter of Support for Application to Broadband Equity, Access, and Deployment (BEAD) Program.
  - b) Ballfield light use policy Rec Department. Discussion
  - c) EIP Revolving Loan – CD Controls
  - d) HB541 Mandate First Responder PTSD Insurance Coverage
  - e) Sheriff request for Detention Officer credit for years of service
14. PUBLIC COMMENT
15. EXECUTIVE SESSION -Litigation
16. ADJOURNMENT

Hart County Board of Commissioners  
November 12, 2024  
6:00 p.m.

Hart County Board of Commissioners met November 12, 2024 at the Hart County Administrative & Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown, and Joey Dorsey in attendance.

1. Prayer

Commissioner Brown opened the meeting with prayer.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call to Order

Chairman Sayer called the meeting to order.

4. Welcome

Chairman Sayer welcomed those in attendance either in person, viewing on HTC or Hart County Board of Commissioners YouTube.

5. Approve Agenda

Commissioner Teasley moved to amend and approve the agenda to exclude items 12 c; include items 13 c) EIP Revolving Loan CD Controls; 13 d) First Responders PTSD Insurance coverage and 13 e) Sheriff request for Detention Officer credit for years of experience. Commissioner Brown provided a second to the motion. The motion carried 5-0.

6. Approve Minutes of Previous Meeting(S)  
10/8/2024 Regular Meeting Minutes  
10/28/2024 Called Meeting Minutes

Commissioner Bennett moved to approve October 8, 2024 regular meeting minutes as amended. Commissioner Brown provided a second to the motion. The motion carried 5-0.

Commissioner Dorsey moved to approve October 28, 2024 called meeting minutes. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

7. Remarks By Invited Guests, Committees, Authorities

Hart County Chamber of Commerce Director Amanda Brown invited everyone to the Christmas Tree Lighting Event on the courthouse square November 25, 2024 from 5:00 – 7:00 p.m.; encouraged everyone to support local small businesses on Black Friday; and announced the Christmas Parade Event is scheduled to take place on December 8, 2024.

8. Reports By Constitutional Officers & Department Heads

None

9. County Administrator's Report  
October Financial Report

County Administrator Terrell Partain presented the General Fund Financial Report for the month of October.

10. Chairman's Report

Chairman Sayer commended everyone that voted in the election; poll workers; James Fulghum for organizing the Veteran's Day Parade Event; and thanked Scott Holmes for driving the BOC members in the Veteran's Day Parade.

11. Commissioners' Reports

Commissioner Bennett thanked everyone involved with the Veteran's Day Parade; and thanked his supporters for re-electing him to another term of office.

Chairman Sayer offered congratulations to Commissioner Bennett for being re-elected to serve on the BOC.

Commissioner Teasley echoed Chairman Sayer's comments; offered congratulations to Commissioners Bennett, Sayer, and Dorsey; thanked First Responders, county employees and military personnel.

Commissioner Brown offered congratulations to Commissioners Sayer, Bennett, and Dorsey for being re-election; recognized all veterans for their service; and thanked poll workers for their service during the election.

Commissioner Dorsey offered congratulations to Commissioner Bennett; thanked Scott Holmes and James Fulghum for their efforts with the Veteran's Day Parade.

12. Old Business

a) Bid Opening for Basketball Uniforms

Commissioner Brown moved to accept a bid that was received after the official deadline. Chairman Sayer provided a second to the motion. The motion carried 4-1 (Commissioner Dorsey opposed).

Proceeding with the bid openings from Garretson's, Go Sports, Hayah Inc., Karew Sports and Triangle, Commissioner Teasley moved to defer the bids for review and recommendations to Recreation Director Owens and the Recreation Advisory Board. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

b) Permission to bid Lighting for Pickleball and Tennis Courts

Commissioner Brown moved to authorize County Administrator Partain to proceed with the bidding process. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

c) Item was removed from the meeting agenda

d) Roads for Paving Bids

No official action was taken.

13. New Business

- a) Windstream Letter of Support for Application to Broadband Equity, Access, and Deployment (BEAD) Program

Commissioner Brown moved to authorize Chairman Sayer to sign a letter of support for Windstream. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

- b) Ballfield light use policy Rec Department Discussion

Chairman Sayer explained the Recreation Advisory Board Policy adopted in 2019 needs clarification in reference to the fee schedule for team practices, games, and tournaments at the Elberton Highway facility for the electricity costs to play and practice at night. He suggested charging leagues a tournament fee of \$150.00 per day.

Commissioner Brown noted the set rate is \$50.00; However, team practices for 60-90 minutes should not have to pay more than \$50.00.

Commissioner Dorsey responded that the Rec Advisory Board should review the policy use of the lights at the tennis courts and pickle ball courts.

No official action was taken.

Chris Wilson, Grace Bowman, Kane Richardson have children in recreation ball and travel ball voiced their concerns about the proposed cost associated with the use of ballfield lights.

- c) EIP Revolving Loan CD Controls

Commissioner Dorsey moved to approve the EIP Revolving Loan to CD Controls. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

- d) First Responders PTSD Insurance coverage

Administrator Partain explained HB541 mandate to cover all public safety employees with PTSD Insurance Coverage effective January 1, 2025 at this time Met Life is offering coverage through ACCG at \$39,537.00.

Commissioner Dorsey moved to authorize Chairman Sayer to sign the insurance policy documents and Administrator Partain to amend the budget to cover the expense. Commissioner Brown provided a second to the motion. The motion carried 5-0.

- e) Sheriff request for Detention Officer credit for years of experience

Commissioner Teasley moved to approve eight years of credit for experience to Detention Officer Daniel New retro to October 1, 2024. Commissioner Brown provided a second to the motion. The motion carried 5-0.

#### 14. Public Comment

Kevin Thompson, resident of Parkdale Drive, complained about vehicles drag racing on Parkdale Drive and hanging out at the Rec Dept Park on Clay Street.

Alan Duncan, resident of Parkdale Drive, suggested the BOC take action to deter use of the Clay Street Rec Park as a hangout area.

#### 15. Executive Session – Litigation

Commissioner Teasley moved to exit into Executive Session to discuss ligation matters. Commissioner Brown provided a second to the motion. The motion carried 5-0.

Commissioner Teasley moved to exit Executive Session and reconvened the regular meeting session. Commissioner Brown provided a second to the motion. The motion carried 5-0.

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Marshall Sayer, Chairman

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Lawana Kahn, County Clerk

DRAFT



## MEMORANDUM

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 12 A Bid Award for Basketball Uniforms

Attached is the bid tab and minutes from the Recreation Advisory Board for who to award the bid to.

From RAB minutes:

Basketball Uniform Bid recommendations: A discussion was had about the bidders. A motion to go with Go Sports by Mrs. Ankerich, a second was given by Mr. Bowers.

Vote: 5-1. Mr. Robinson opposed.

BASKETBALL UNIFORMS BID TAB OCT 2024-----FY25

		YOUTH	ADULT	BRAND
GO Sports USA Inc	Clarkston	\$ 20.00	\$ 22.50	equal
Let's Play Sports	Duluth	\$ 22.00	\$ 22.00	Hayah <span style="color: red;">recv late</span>
Garretsons Sport Center	Watkinsville	\$ 31.45	\$ 31.45	Champro
Karew Sports	Hartwell	\$ 40.00	\$ 41.00	Champro
Triangle Sports Inc	California	\$ 40.00	\$ 40.00	Holloway



**Hart County Recreation Department  
Recreation Advisory Board Minutes  
November 19, 2024**

**Call to Order:** The meeting was called to order by Chairman, Bob Frye

**Present:** Lonnie Robinson, Steve Wehunt, Erin Gaines, Kay Ankerich, and Mason Bowers

**Staff Present:** Jim Owens, Recreation Director

**Approval of the Agenda:** Mr. Robinson made a motion to approve. A second was given by Mr. Wehunt. Vote: 6-0.

**Approval of Minutes:** A motion was made to approve the minutes from October 15, 2024, by Mr. Wehunt, a second by Mr. Robinson. Vote: 6-0.

**Invited Guest:** None

**Chairman's Report:**

**Board Member Reports: Mr. Robinson:** Asked about the Gibson Drive erosion and the pipe on Clay Street. Director Owens said he had meet with Shannon Teasley, Hart County Road Department Director, and discussed both projects and are taking steps to fix the situation.

**Mrs. Gaines:** wanted an update on the lights for the Pickleball/Tennis Courts. Director Owens told the RAB that the equipment for the lights have been bid out for this project.

**Mr. Bowers:** Asked about adding the SRC Football fields to the Little League Facility Use Agreement until opening day so the T-Ball teams don't have to practice so late in the evening. Director Owens agreed that would not be an issue.

**Director's Report:** Director Owens told the RAB about the youth basketball numbers for this season. Director Owens informed the Board about the 8U Berelc Youth Football team has advanced to the NGYFA Super Bowl. This game will be at Flowery Branch High School on 11/23/24 at 12:00 noon.

**Old Business:** None.

**New Business: Little League Facility Use Agreement:** Mr. Bowers asked that the SRC Football fields would be added to the agreement to reduce the late practices for the T-Ball teams. Director Owens said that would not be an issue. A motion was made to approve this agreement by Mrs. Gaines and a second by Mrs. Gaines. Vote: 6-0.

**Basketball Uniform Bid recommendations:** A discussion was had about the bidders. A motion to go with Go Sports by Mrs. Ankerich, a second was given by Mr. Bowers. Vote: 5-1. Mr. Robinson opposed.

**Coach appointment:** 8U needs 3 maybe 4 teams. Two coaches have applied to be a coach for this age group. Mr. Perries Rucker and Matthew Mangan. A motion was made by Mr. Robinson to appoint these two and for Director Owens, pending background check approval, to add coaches for the 3<sup>rd</sup> or 4<sup>th</sup> team coaches. Mr. Wehunt gave a second. Vote: 6-0. No coaches have applied for the 10U Boys team at this time. Trae Teasley and Thaddeus Durrett have applied for the 12U Boys teams. Mrs. Gaines motioned to appoint and Mr. Robinson gave a second. Vote: 6-0.

**Rental Fees for Facilities and Fields:**

A motion was given by Mrs. Ankerich to charge \$25.00 per baseball/softball field at the Sports and Recreation Complex (SRC) for a two hour time block. This will include lights, "if needed". A second was given by Mrs. Gaines. Vote: 6-0. Mr. Frye instructed Director Owens to add a time limit as to the latest a field reservation

could be reserved and the latest a field could be cancelled. Director Owens suggested 3:00 pm for reservations and cancellations on the day of the scheduled reservation.

Shelter Reservation Fee: \$35.00 at the SRC and Clay Street Parks. (\$25.00)

Long Point Park:

Shelter 1: \$50 with power (\$40.00)

Shelter 2: \$40 no power (\$30.00)

Baseball/Softball Field Tournament Rentals:

Field Rental: \$200.00 per field per day

Lights: \$50.00 per day

Baseball/ Softball Tournament Attendant: \$50.00 per hour

Pickleball Tournament:

\$200 per day for all 6 Courts

Lights: \$50:00 per day

Pickleball Single Court Rentals:

Single Court: \$10.00 per hour

Lights: \$5.00 per hour.

Tennis Court Tournament:

\$200.00 per day for 4 courts

Lights: \$50 per day

Tennis Court Rentals:

Single Court: \$10.00 per hour

Lights: \$5:00

Tennis Court Rental for Lessons:

\$50.00 per court for per month for a guaranteed reservation

Community Room Single Use Rental: \$75.00 per 4 hour time block, Deposit: \$100.00

Community Room Monthly Use Rental: \$100.00

A motion was made by Mrs. Gaines to recommend these fees to the BOC for their approval. A second was given by Mrs. Ankerich. Vote: 6-0.

Mr. Wehunt made a motion to have all Community Room users pay the fee currently in place or the new fee. A second was given by Mrs. Gaines. Vote: 6-0.

**RAB member recommendations:** A motion was made to re-appoint Mr. Wehunt by Chairman Frye. A second was given by Mr. Robinson. Vote: 5-0. Steve Wehunt abstained. A motion was made by Mr. Bowers to appoint Casey Powel. The motion died due to a lack of a second. A motion was made by Chairman Frye to recommend Mrs. Gaines to be re-appointed to the RAB. A second was given by Mrs. Ankerich. Vote: 5-0. Mrs. Gaines abstained. A motion was made to recommend Casey Powel to the RAB by Mrs. Gaines. A second was given by Mrs. Ankerich. Vote: 4-2. Mr. Robinson and Mr. Wehunt.

A motion was made by Mr. Wehunt to not meet in December. Mr. Robinson gave a second. Vote: 6-0.

**Public Comment:** None.

**Adjournment:** A motion to adjourn was made by Mr. Bowers. A second was given by Mrs. Gaines.

Minutes by James A. Owens, CPRP

Recreation and Parks Director

Next scheduled meeting: January 21, 2024, at 6:00 pm at the Clay Street Park HYDRA Room. Meeting time may be changed due to circumstances. Notification will be given as soon as possible in the event of a change.



## MEMORANDUM

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 12 B Recreation Department Facilities use Fee Schedule

Attached is the Recommendations from the Recreation Advisory Board for the fee schedules for use of Recreational facilities.

From RAB minutes:

A motion was given by Mrs. Ankerich to charge \$25.00 per baseball/softball field at the Sports and Recreation Complex (SRC) for a two hour time block. This will include lights, "if needed". A second was given by Mrs. Gaines. Vote: 6-0. Mr. Frye instructed Director Owens to add a time limit as to the latest a field reservation could be reserved and the latest a field could be cancelled. Director Owens suggested 3:00 pm for reservations and cancellations on the day of the scheduled reservation.

Shelter Reservation Fee: \$35.00 at the SRC and Clay Street Parks. (\$25.00)

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\$200 per day for all 6 Courts

Lights: \$50:00 per day

Pickleball Single Court Rentals:

Single Court: \$10.00 per hour

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\$200.00 per day for 4 courts

Lights: \$50 per day

Tennis Court Rentals:

Single Court: \$10.00 per hour

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Tennis Court Rental for Lessons:

\$50.00 per court for per month for a guaranteed reservation

Community Room Single Use Rental: \$75.00 per 4 hour time block, Deposit: \$100.00

Community Room Monthly Use Rental: \$100.00

A motion was made by Mrs. Gaines to recommend these fees to the BOC for their approval. A second was given by Mrs. Ankerich. Vote: 6-0.

Mr. Wehunt made a motion to have all Community Room users pay the fee currently in place or the new fee. A second was given by Mrs. Gaines. Vote: 6-0.



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 12 C Juvenile Court Prosecutor Agreement Modification

Attached is the agreement signed by Elbert County for Juvenile Court Prosecutor. There has been some changes to the original agreement because of changes in the grant monies that were to be used to fund the cost to each county.

## SERVICES AGREEMENT FOR INDIVIDUAL

THIS AGREEMENT is effective as of this 1<sup>st</sup> day of January 2024, by and between the Northern Juvenile Court (NJC) of Elbert County (The County), an entity of the State of Georgia, acting by and through its governing authority, the Council of Superior Court Judges ("CSCJ"), and Kevin McFarlin, ("Contractor"), collectively referred to as the "Parties".

### WITNESSETH THAT:

WHEREAS, the The County desires to retain a Contractor to provide certain services generally described as grant administration (the "Work"); and

WHEREAS, the The County finds that specialized knowledge, skills, and training are necessary to perform the Work under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

#### A. Project Description

The Project is described as "Risk Reduction Team Coordinator".

#### B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

Coordinate Risk Reduction Teams ("RRT") in accordance with Standing Order on RRT  
Attend meetings as required  
Manage referrals from all sources to RRT  
Coordinate services delivery and integration between members of the RRT  
Chief responsibility for Juvenile Prosecution in the circuit  
Review Children in Need of Services ("CHINS") and Delinquency Complaints  
Draft CHINS and Delinquency Petitions as required  
Coordinate with Department of Juvenile Justice ("DJJ") to ensure cases are timely heard/prosecuted  
Represent the interests of the state at all adjudication/disposition/review hearings on CHINS/Delinquency Petitions

Contractor shall have no authority to enter into any contracts binding upon the The County or to create any obligations on the part of the The County, except as shall be specifically authorized by the The County.

#### C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond December 31, 2024. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

### II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The Juvenile Court Judge, or his/her designee, has authority to execute without further action of the County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$500 must be approved by resolution of the County.

### III. COMPENSATION AND METHOD OF PAYMENT

A. Counties of the Northern Judicial Circuit of Georgia agree to pay contractor a total of \$50,000 for CY2024 plus FICA of 7.65%, with payment to be made in equal monthly installments. It is understood by all parties that \$45,000 in ARPA grant money has been secured for the purposes of aiding Counties in meeting the payment obligation and said funds will be used exclusively for said purpose. The counties agree to split the remaining overage in accord with a separate agreement between the counties. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

B. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County Staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through

County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

#### IV. COVENANTS OF CONTRACTOR

##### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

##### B. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

##### C. Contractor's Representative

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative

##### D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

##### E. Responsibility of Contractor and Indemnification of the County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

##### F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

##### G. Insurance

###### (1) Requirements:

It is understood that Contractor does not hold minimum insurance requirements as required by the County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

##### H. Records, Reports

###### (1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

###### (2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

##### I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the County Human Resources Policies.

**J. Confidentiality**

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**K. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, the county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

**L. Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work

**B. The County's Representative**

The Northern Judicial Circuit Juvenile Court Judge shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**VI. TERMINATION**

**A.** The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the county's failure to pay the Contractor within thirty (30) days of submitted invoice.

**B.** Upon termination, The County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**C.** Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

**D.** The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

**XI. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full



force and effect to the extent possible.

**XII. NOTICES**

**A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between the Northern Judicial Circuit Juvenile Court Judge for the County and the Contractor.

**B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE County shall be sent to:

Judge Warren Caswell  
91 Albany Ave  
Danielsville, GA 30633

NOTICE TO THE CONTRACTOR shall be sent to:

McFarlin Law Office, LLC  
P.O.Box 628  
Royston, GA 30662

**XIII. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XIV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**XV. FORCE MAJEURE**

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

**CONTRACTOR:**

\_\_\_\_\_

Printed Name: Kevin McFarlin

SIGNED, SEALED AND DELIVERED  
In the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



[NOTARY SEAL]

My Commission Expires: 02/24/26

Elbert County  
[Signature]

Printed Name: Lee Vaughn  
Title: Elbert County Chairman



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 13 A Title V Policy Transit (GDOT)

Attached is the Title V Policy for Transit this is required to be updated and adopted periodically. This is part of the requirements to receive federal and State funding for transit.

***Federal Transit Administration  
Title VI Program***

**Hart County Transit System**

**November 26, 2024**

# Title VI Plan Table of Contents

The Hart County Transit System Title VI plan includes the following elements:

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**Section 1: Title VI Plan Approval**

Title VI Plan Adopted on: November 26, 2024

Adopted by: Hart County Board of Commissioners

Signature(s): \_\_\_\_\_  
Marshall Sayer, Chairman

Approval:

## **Section 2: Title VI Policy Statement**

### **Policy Statement**

Hart County Transit System, operating as a public transit provider, as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Georgia Department of Transportation (GDOT), will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the U.S. Department of Transportation implementing regulations, FTA Circular 4702.1B, and GDOT Public Transportation requirements as specified in Master Grant Agreement, and State Management Plan. Hart County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

## **Section 3: Title VI Notice to the Public**

### **Title VI Notice to the Public**

#### **Notifying the Public of Rights Under Title VI**

#### **Hart County Transit System**

- Hart County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Hart County Transit System.
- For more information on Hart County Transit System's civil rights program or Title VI obligations, the procedures for, or to file a complaint, please contact:

Jean Teasley, Title VI Coordinator  
706-376-2024

Email: [jconwell@hartcountyga.gov](mailto:jconwell@hartcountyga.gov)

Or visit our administrative office at

800 Chandler Street, Hartwell, GA 30643

For more information, visit [www.hartcountyga.gov](http://www.hartcountyga.gov)

- For transportation-related Title VI matters, a complaint may also be filed directly with GDOT's Equal Employment Opportunity Office: Title VI Liaison, 600 West Peachtree Street N.W. Atlanta, GA 30308; via phone: 404-631-1972; TTY: 711 or email: [civilrights@dot.ga.gov](mailto:civilrights@dot.ga.gov)

or to

- Federal Transit Administration, Office of Civil Rights, Director  
East Building, 5<sup>th</sup> Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC, 20590.
  - If information is needed in another language, contact **706-376-2024**
  - Si se necesita información en otro idioma, comuníquese con 706-376-2024

The **Hart County Transit System** Notice to the Public is posted in the following locations:

1. All Transit Vehicles
2. Senior Center
3. Website: [www.hartcountyga.gov](http://www.hartcountyga.gov)

## **Section 4: Title VI Complaint Procedure**

Any person or persons who believes they have been discriminated against on the basis of race, color, or national origin by Hart County Transit System may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

If the complainant is unable to reduce the complaint to writing, please contact the Title VI Coordinator using the information below, and a staff member will help dictate the complaint or provide other necessary assistance.

Any individual having filed a complaint or participated in the investigation of a complaint shall not be subjected to any form of intimidation or retaliation. Individuals who have cause to think that they have been subjected to intimidation or retaliation can file a complaint of retaliation following the same procedure for filing a discrimination complaint.

A complaint must be filed with Hart County Transit System no later than 180 days after the following:

1. The date of the alleged act of discrimination; or
2. The date when the person(s) became aware of the alleged discrimination; or
3. Where there has been a continuing course of conduct, the date on which that conduct was discontinued of the latest instance of the conduct.

Once the complaint is received, Hart County Transit System will review it to determine if our office has jurisdiction. A copy of each Title VI complaint received will be forwarded to the agency's Title VI Coordinator. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Hart County Transit System has 90 days to investigate the complaint. If more information is needed to resolve the case, the Hart County Transit System may contact the complainant requesting further information. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, Hart County Transit System can administratively close the case.

After the investigator reviews the complaint, the agency will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.



If the complainant wishes to appeal the decision it must direct the appeal back to the agency. The complainant has 7 days after receipt of the closure letter or the letter of finding to do so. The appeal will be investigated and decided by a separate party than the Title VI Coordinator (or other official who issued the initial decision). The appeal process information will be included in the letter.

Written Title VI Complaints, or any questions regarding Title VI protections, should be forwarded to:

**Jean Teasley, Title VI Coordinator**  
**706-376-2024, (TTY 711)**  
Email: [jconwell@hartcountyga.gov](mailto:jconwell@hartcountyga.gov)  
Or visit our administrative office at  
800 Chandler Street, Hartwell, GA 30643

For transportation-related Title VI matters, a complaint may also be filed directly with GDOT's Equal Employment Opportunity Office: Title VI Liaison, 600 West Peachtree Street N.W. Atlanta, GA 30308; via phone: 404-631-1972; TTY: 711 or email: [civilrights@dot.ga.gov](mailto:civilrights@dot.ga.gov)

Or

Federal Transit Administration, Office of Civil Rights, Director  
East Building, 5<sup>th</sup> Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, please contact **706-376-2024**

*Si necesita información en otro idioma, por favor llame **706-376-2024***

**Section 5: Title VI Complaint Form**

**Hart County Transit System  
Title VI Complaint Form**

<b>Section I:</b>				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
E-Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
<b>Section II:</b>				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
<b>Section III:</b>				

**I believe the discrimination I experienced was based on (check all that apply):**

**Title VI:**  Race     Color     National Origin

**Other (specify):** \_\_\_\_\_

Date of Alleged Discrimination (Month, Day, Year): \_\_\_\_\_

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section IV**

Have you previously filed a Civil Rights related complaint with this agency?

Yes

No

**Section V**

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes                       No

If yes, check all that apply:

Federal Agency: \_\_\_\_\_

Federal Court \_\_\_\_\_

State Agency \_\_\_\_\_

State Court \_\_\_\_\_

Local Agency \_\_\_\_\_

If marked Yes in Section V, please provide information about a contact person at the agency/court where the complaint was filed.

**Name:**

**Title:**

**Agency:**

Address:
Telephone:
<b>Section VI</b>
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

**You may attach any written materials or other information that you think is relevant to your complaint.**

**Signature and date required below**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please submit this form in person at the address below, or mail this form to:**

**Hart County Transit System  
Jean Teasley (Title VI Coordinator)  
800 Chandler Street  
Hartwell, GA 30643  
706-376-2024  
jconwell@hartcountyga.gov**

**Section 6: List of Title VI Investigations, Complaints and Lawsuits**

The Hart County Transit System maintains a list or log of all Title VI investigations, complaints and lawsuits, pertaining to its transit-related activities.

**Check One:**

- There have been no investigations, complaint and/or lawsuits filed against us since the last plan submission.
- There have been investigations, complaints and/or lawsuits filed against us. See list below. Attach additional information as needed.

	<b>Date</b> (Month, Day, Year)	<b>Summary</b> (include basis of complaint: race, color, or national origin)	<b>Status</b>	<b>Action(s) Taken</b>
<b>Investigations</b>				
1.				
2.				
<b>Lawsuits</b>				
1.				
2.				
<b>Complaints</b>				
1.				
2.				

## **Section 7: Public Participation Plan**

### **Hart County Transit System's *Public Involvement Philosophy***

Hart County Transit System welcomes and values public involvement. GDOT and its recipients believe that well-designed, proactive public involvement improves its planning and policy efforts and ultimately leads to better decisions, better projects, and maximized, long-term public benefits. Creating long-term, sustainable systems requires our agency to embrace outside skills and knowledge, including input from the public. Advantages of enhanced public involvement include:

- Increased public collaboration. Citizen collaboration on projects benefits our agency's processes and outcomes, promoting public participation and respectful, productive dialogue.
- Decisions that better reflect diverse interests. Consulting with all identifiable interests helps Hart County Transit System better understand and reflect the full range of community values and livability standards.
- Enhanced agency credibility. Increased public involvement results in more meaningful and better interactions between Department personnel and customers. This interaction aids everyone. The agency better understands public concerns, and customers gain an appreciation of the agency and its responsibilities.
- Hart County Transit System proactively addresses transportation issues.

The agency embraces several specific goals:

- Provide for open and continuous communication to incorporate public input and information from the public of program functions,
- Implement strategy to identify and use agency resources to inform the public of our activities and receive public input. The strategy will establish levels (based on the nature and complexity of the activity) for communicating with transportation stakeholders and the public.
- Consult with local governments in identifying transportation needs, coordinating projects, and selecting viable solutions.
- Respond quickly and transparently to concerns expressed about agency activities and educate the public about transportation programs and issues.
- Review and update the public involvement strategy and process as needed, evaluate public outreach activity effectiveness, and use the results to improve the program.
- Ensure minorities and low-income populations have opportunities to participate in the public transportation services.
- Foster internal communication and training to promote public transit process

### **Goals and Ideas Outcomes**

To promote inclusive public participation, Hart County Transit System will employ the following goals and ideas, as appropriate (make these determinations based on a demographic analysis of the population(s) affected, type of plan, program and/or service under consideration, and the resources available):

- ✓ Provide for engagement by the public

In addition to these general goals and ideas, Hart County Transit System has also employed these specific strategies or activities:

- Distribute flyers at community government buildings, health related offices and departments, grocery stores
- Use of Social media
- Notices posted on Transit vehicles
- Use of County website promoting Transit affordability

**Public Outreach Activities**

The public outreach and involvement activities conducted by Hart County Transit System since the last Title VI Program submission are summarized in the table below.

Specific Public Participation activities are listed in the table below:

<b>Event Date</b>	<b>Hart County Transit System Staffer(s) or Department</b>	<b>Activity</b>	<b>Communication Method</b> (Public notice, posters, social media)	<b>Notes</b>
			County Website	
			Social Media	
			Transit Vehicles	
			Grocery Store	
			County Buildings	



## **Section 8: Four Factor Analysis and LEP Data**

### **What does it mean to be Limited English Proficient (LEP)?**

LEP individuals do not speak English as their primary language and therefore have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context-specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information in English.

### **Background**

Federal law prohibits discrimination based on national origin. National origin discrimination includes discrimination based on a person's inability to speak, read, write or understand English. Recipients of Federal funds must provide meaningful access to LEP individuals.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires Federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each Federal department or agency "to prepare a plan to improve access to...Federally conducted programs and activities by eligible LEP persons...."

### **Framework for Deciding when Language Services are Needed**

Hart County Transit System will take the following steps to ensure meaningful access to its programs, services, and activities for LEP individuals in a manner that balances the following four factors.

## FOUR-FACTOR ANALYSIS

The Four Factor Analysis is a local assessment that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the agency;
2. The frequency with which LEP persons come into contact with the agency's services and programs;
3. The nature and importance of the agency's services and programs in people's lives; and
4. The resources available to the agency for LEP outreach, as well as the costs associated with that outreach.

### **Factor One: The number or proportion of LEP persons eligible to be serviced or likely to be encountered by Hart County Transit System**

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of LEP persons who may encounter our agency's services, their literacy skills in English and their native language, the location of their communities and neighborhoods and, more importantly, if any are underserved as a result of a language barrier.

To do this, the agency evaluated the level of English proficiency and to what degree people in its service area speak a language other than English and what those languages are. Data for this review is derived from the United States Census and the American Community Survey. The most recent data available for the state were the ACS 2018-2022 five-year estimates.

#### *Service Area Overview*

Hart County Transit System service area encompasses Hart County. Home to 24,847 people spread over 232 square miles, the service area's population speaks 7 different language groups. However, the overall numbers of residents who speak English 'less than very well' are very low. Of the total service area population of 24,847, 412, or 1.66% of the population

of residents, report speaking English less than very well. A breakdown of the language groups, and those speaking English less than very well, are shown below.

	<b>Hart County, Georgia</b>	
<b>Label</b>	<b>Estimate</b>	Total in Service Area
Total:	24,847	
Speak only English	23,412	94.22%
Speak English and Spanish less than "very well"	208	0.84%
Speak English and French, Haitian or Cajun less than "very well"	0	0.00%
Speak English and German or other West Germanic languages less than "very well"	0	0.00%
Speak English and Russian, Polish or other Slavic languages less than "very well"	0	0.00%
Speak English and other Indo-European languages less than "very well"	12	0.05%
Speak English and Korean less than "very well"	66	0.27%
Speak English and Chinese Mandarin, Cantonese less than "very well"	0	0.00%
Speak English and Vietnamese less than "very well"	105	0.42%
Speak English and Tagalog incl Filipino less than "very well"	16	0.06%
Speak English and other Asian and Pacific Island languages less than "very well"	0	0.00%
Speak English and Arabic less than "very well"	0	0.00%
Speak English and other and unspecified languages less than "very well"	5	0.02%

<https://data.census.gov/cedsci/> Table C16001

### *The Safe Harbor Provision*

The U.S. Department of Transportation (U.S. DOT) has adopted the U.S. Department of Justice's Safe Harbor Provision. This provision outlines circumstances that can provide a "safe harbor" for U.S. DOT recipients (and sub-recipients) regarding translation of vital documents. Specifically, if a recipient provides written translation of vital documents for each LEP group that constitutes the lesser of 1,000 persons or five percent (5%) of the total population eligible to be served or likely to be affected or encountered, such action is considered strong evidence of compliance with the recipient's written translation obligations.

The Safe Harbor Provision only applies to the translation of written documents. It does not affect the agency's requirement to provide meaningful access to LEP individuals through oral language services.

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The census data above shows all languages that have the lesser of 1,000 people, or 5% of Hart County Transit service area population that speak English "less than very well". The information from the census, out of population of 24,847, only 208, which is .84%, speak English "less than very well". There are no languages that meet the Safe Harbor Threshold.

### *Designation of Vital Documents*

Based on the limited population of Spanish speakers who also speak English less than very well, no languages meet the Safe Harbor Threshold in our service area. The agency is therefore not designating any vital documents at this time.

#### **Factor Two: The frequency with which LEP persons come into contact with Agency services and programs.**

Hart County Transit System has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. Census data indicates the lack of prominent LEP group. Phone inquiries and staff survey feedback indicated that Hart County Transit System dispatchers and drivers interact infrequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past ten years, Hart County Transit System has had zero requests for translated documents.

#### **Factor Three: The Importance of the Agency's Service to People's Lives**

Our transit services are used daily by people who do not have access to their own transportation. Our services allow riders access to grocery stores, medical appointments, work, social service agencies, social activities, and a variety of other essential destinations.

Hart County Transit System's services are accessible to everyone, regardless of ability to speak English.

#### **Factor Four: Resources and Costs for LEP Outreach**

Given that Hart County Transit System has a very limited number of LEP citizens, we can meet the needs of its LEP population through relatively simple means. In the event assistance in a rare language is needed, Hart County Transit System can reach out to free resources, including the use of Google Translate or other technology-based translation services. Our agency can utilize Google Translate to interpret simple comments or messages left on our social media or in real time if necessary to communicate with LEP citizens.

## **Section 9: Language Assistance Plan**

As a recipient of federal US DOT funding, Hart County Transit System is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The **Hart County Transit System's** Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons

### ***Four Factor Analysis Results: LEP Populations Served***

#### **Item #1 – Four Factor Analysis Results: LEP Populations Served**

The census data above shows all languages that have the lesser of 1,000 people, or 5% of Hart County Transit service area population that speak English “less than very well”. The information from the census, out of population of 24,847, only 208, which is .84%, speak English “less than very well”. There are no languages that meet the Safe Harbor Threshold.

#### **Item # 2 – Description of how Language Assistance Services are Provided, by Language**

The Hart County Transit System has identified, developed, and uses the following:

- a) Dispatch and transit drivers who have contact with the public are provided with “I Speak” language cards to identify language needs in order to match them with available services.

- b) The Hart County Transit System has access to local law enforcement, emergency services agencies, social service agencies and the use of Google Translate or other technology-based translation services that are available to assist with LEP responsibilities.
- c) Any other need for translated documents or interpretation services will be provided on an as-needed basis. That is, anyone requesting specific information in a non-English language will be provided it upon request. The agency will use its internal resources to meet this need, when available.

Item #3 – Description of how LEP Persons are Informed of the Availability of Language Assistance Service
--

In order to ensure that LEP individuals are aware of Hart County Transit System’s language assistance measures, Hart County Transit System provides the following:

- Title VI Program including the Language Assistance Plan is made available on website, if applicable, and hard copy in central office.
- Drivers and dispatchers are provided “I Speak” language cards to identify language needs in order to match them with available services.
- The website will include in English that if assistance or information is needed in another language, please call 706-376-2024.

Item #4 – Description of how the Language Assistance Plan is Monitored and Updated
--

Hart County Transit System will continue to update the LEP plan as required by U.S. DOT. At a minimum, the Title VI Plan will continue to be reviewed and updated every three (3) years in conjunction with the Title VI submission and use data from the U.S. Decennial Census or the American Community Survey as available, or when it is clear that the concentrations of LEP individuals are present in the Hart County Transit System service area.

Updates will continue to include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether Hart County Transit System’s financial resources are sufficient to fund language assistance resources needed.
- Determine whether Hart County Transit System has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning Hart County Transit System’s failure to meet the needs of LEP individuals

Item #5 – Description of how Employees are Trained to Provide Language Assistance to LEP Persons

The following training will be provided to Hart County Transit System staff:

- Information on the Hart County Transit System Title VI Procedures and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of “I Speak” language cards (used to identify language preference).
- Documentation of language assistance requests.
- How to handle a potential Title VI / LEP complaint.



# “I Speak” Language Identification Card

**Note:** For additional languages visit the US Census Bureau website

Mark this Box if you speak...	Language Identification Chart	Language
	Mark this box if you read or speak English	English
	Marque esta casilla si lee o habla español	Spanish
	Kos lub voj no yog koj paub twm thiab hais lus Hmoob	Hmong
	如果说中国在方框内打勾	Chinese
	Xin ñaùnh daáu vaø oâ naøy neáu quyù vò bieát ñoïc vaø noui ñöðïc Vieät Ngöð.	Vietnamese
	당신이 한국어 말할 경우 이 상자를 표시	Korean
	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	Tagalog
	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen	German
	Отметить этот флажок, если вы говорите по-русски	Russian
	Означите ову кућицу ако говорите српски	Serbian
	आप हिंदी बोलते हैं तो इस बक्से को चिह्नित करें	Hindi
	پنشن ان لگائیے تو اس بکسے کو لیتے ہی اردو لکھیں آپ	Urdu

<http://www.lep.gov/ISpeakCards2004.pdf>

## Log of LEP Encounters

Date	Time	Language Spoken By Individual <i>(if available)</i>	Name and Phone Number of Individual <i>(if available)</i>	Service Requested	Follow Up Required	Staff Member Providing Assistance	Notes

## **Section 10: Minority Representation Information**

Hart County Transit System does not have any transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient. This section is inapplicable.

## **Section 11: Providing Assistance to and Monitoring Subrecipients**

1. Does agency provide funding to subrecipients?

No, the agency does not have subrecipients.

## **Section 12: Title VI Equity Analysis for Facility Acquisition**

Title 49 CFR, Appendix C, Section (3)(iv) requires “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Has the agency built a facility?

No, the agency has not built a facility.

## **Section 13: Fixed Route Transit Providers Service Standards and Policies**

*FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.*

Hart County Transit System:

is a fixed route transit provider

is **not** a fixed route transit provider



## MEMORANDUM

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 13 B Recreation Advisory Board Appointments for expiring Terms  
(12/31/2024)

Attached is the portion of the RAB minutes where the RAB recommended the reappointment and appointment of the two existing members whose terms will expire December 31, 2024, and appoint a person to fill a vacant seat on the Board.

RAB member recommendations: A motion was made to re-appoint Mr. Wehunt by Chairman Frye. A second was given by Mr. Robinson. Vote: 5-0. Steve Wehunt abstained. A motion was made by Mr. Bowers to appoint Casey Powel. The motion died due to a lack of a second. A motion was made by Chairman Frye to recommend Mrs. Gaines to be re-appointed to the RAB. A second was given by Mrs. Ankerich. Vote: 5-0. Mrs. Gaines abstained. A motion was made to recommend Casey Powel to the RAB by Mrs. Gaines. A second was given by Mrs. Ankerich. Vote: 4-2. Mr. Robinson and Mr. Wehunt.

All three terms will be from 1/1/2025 through 12/31/2026



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
November 22, 2024

RE: Item 13 C AT&T Letter of Support for Application to Broadband Equity, Access, and Deployment (BEAD) Program.

Attached is letter of support for a State grant for AT&T's application for consideration for grant monies to assist in providing their coverage area within Hart County with better access to highspeed broadband internet services for the citizens in that area of the County.



Date

Georgia Technology Authority  
47 Trinity Ave SW  
Atlanta, GA 30334

Dear Georgia Technology Authority:

On behalf of Hart County, thank you for helping close the digital divide in communities throughout Georgia. Hart County BOC does support AT&T's application for funding through the Broadband, Equity, Access and Deployment (BEAD) program.

It is my understanding that AT&T intends to submit an application for funding to deploy fiber internet in unserved and underserved locations in Hart County through the BEAD program, and I would like to share my support of their efforts. AT&T has invested in Georgia communities for 145 years and has been deploying fiber in Georgia since the 1980s. In fact, AT&T invested nearly \$14.9 billion from 2019 to 2023 alone.

AT&T's fiber network is the fastest and most reliable long-term broadband solution that will give our county the critical infrastructure needed to meet the demands of today and build for tomorrow. AT&T also offers affordable broadband solutions to help ensure that everyone, regardless of their circumstances, has access to broadband internet.

Because of AT&T's demonstrated expertise, unmatched experience, and commitment to connecting our communities, I fully support AT&T's grant application for BEAD funding.

Thank you for your consideration and for your leadership on this transformational endeavor.

Sincerely,

Marshall Sayer  
Chairman