






Administrative Services Committee    Commission Chamber- 6/14/2022- 1:15 PM Meeting

### **ADMINISTRATIVE SERVICES**

1. Motion to approve the purchase of one (1) 2023 Truck, Box Type 14,500 GVWR, 14', at a total cost of \$63,240.00 from CSRA Fleetcare, Inc. of Augusta, GA (Bid #22-215) for the Central Services Department – Facilities Maintenance Division.  [Attachments](#)
  
2. Motion to approve the minutes of the Administrative Services Committee held on May 31, 2022.  [Attachments](#)
  
3. Motion to **rescind** the mini theater's 365-day extension approved by commission on February 15, 2022 and replace with a contract end date of October 31, 2025, and approval to allocate an additional \$500,000 from SPLOST 6. Also to approved the project agreement and authorize the Mayor to execute the attached agreement. **(Requested by Commissioner Dennis Williams)**  [Attachments](#)

[www.augustaga.gov](http://www.augustaga.gov)



**Administrative Services Committee Meeting**

**6/14/2022 1:15 PM**

**2022 Central Services - Box Truck**

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<b>Department:</b>	Central Services
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Motion to approve the purchase of one (1) 2023 Truck, Box Type 14,500 GVWR, 14', at a total cost of \$63,240.00 from CSRA Fleetcare, Inc. of Augusta, GA (Bid #22-215) for the Central Services Department – Facilities Maintenance Division.
<b>Background:</b>	The Central Services Department – Facilities Maintenance Division is requesting to purchase this truck as a new asset for purpose of moving furniture and Augusta-Richmond County property depending on the job requirements. This motor vehicle is necessary to have the capability of moving furniture and equipment to and from facilities in a more safe, appropriate and efficient manner. Currently the property must be moved through the use of cargo vans, pickup trucks and cargo trailers. This increases the amount of trips needing to be made and likelihood for injuries to move property and equipment. An enclosed box truck is a much more suitable means to accomplish these types of tasks.
<b>Analysis:</b>	The Procurement Department published a competitive bid using the Demand Star application for a 2023 Truck, Box Type 14,500 GVWR, 14'. Invitations to bid were sent to 25 vendors and only one responsive bid was received. CSRA Fleetcare, Inc. of Augusta, GA offered the requested equipment within the designated budget and provided all the necessary specifications for the desired equipment. Bid 22-215: Truck, Box Type: 2023 Isuzu NPR-HD – CSRA Fleetcare, Inc: \$63,240.00 (Augusta, GA)
<b>Financial Impact:</b>	\$63,240.00 using the Capital Outlay Fund account; 272-01-6440/54.21110
<b>Alternatives:</b>	(1) Approve the request; (2) Do not approve the request

Cover Memo

Item # 1

**Recommendation:** Motion to approve the purchase of one 2023 Isuzu NPR-HD Truck, Box Type 14,500 GVWR, 14' at a total cost of \$63,240.00 from CSRA Fleetcare, Inc of Augusta, GA (Bid 22-215) for the Central Services Department – Facilities Maintenance Division.

**Funds are  
Available in the  
Following  
Accounts:** 272-01-6440/54.21110

**REVIEWED AND APPROVED BY:**

**Finance.  
Law.  
Administrator.  
Clerk of Commission**

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OFFICIAL



**Bid Opening - Bid Item #22-215**  
**2022/2023 Truck, Box Type 14500 GVWR for Augusta, GA – CSA – Fleet Management**  
**Bid Due: Monday, May 2, 2022 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 25**  
**Total Number Specifications Download (Demandstar): 5**  
**Total Electronic Notifications (Demandstar): 56**  
**Georgia Registry: 158**  
**Total packages submitted: 1**  
**Total Non-Compliant: 0**

<b>VENDORS</b>	<b>CSRA FLEETCARE INC. DBA MATTHEWS MOTORS 1351 GORDON HWY. AUGUSTA, GA 30901</b>
<b>Attachment B</b>	<b>Yes</b>
<b>E-Verify Number</b>	<b>873249</b>
<b>SAVE Form</b>	<b>Yes</b>
<b>Addendum 1</b>	<b>Yes</b>
<b>BIDDER OFFER:</b>	
<b>Year:</b>	<b>2023</b>
<b>Make:</b>	<b>Isuza</b>
<b>Model:</b>	<b>NPR-HD</b>
<b>Total Price:</b>	<b>\$63,240.00</b>
<b>Approximate Delivery Time:</b>	<b>180 Days</b>

Item # 1





You Must Complete and Return with Your Submittal. Document Must Be Notarized

### **Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid Item #22-215 2022/2023 Box truck 14500 GVWR

[Bid Project Number and Project Name]

Robert Griffin

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

CSRA Fleetcare Inc DBA Matthews Motors

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

Robert Griffin

Signature of Applicant

Robert Griffin

Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF April, 2022

Tanya Matthews

Notary Public

**Tanya Matthews  
NOTARY PUBLIC**

My Commission Expires: Richmond County, GEORGIA

My Commission Expires 02/27/2024

NOTARY SEAL

**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**  
REV. 2/17/2016

Item # 1



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Robert Griffith, agent for CSRA Fleetcare, Inc. and ASA Matthews Motors certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), CSRA Fleetcare, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of CSRA Fleetcare, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

[Signature]  
Signature of Authorized Company Representative

SA Account Manager  
Title

Sworn to and subscribed before me this 19 day of May, 2022.

[Signature]  
Notary Signature

Notary Public: Tanya Matthews (Print Name)

County: Richmond  
Tanya Matthews

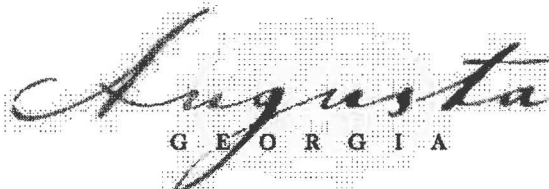
Commission Expires: NOTARY PUBLIC NOTARY SEAL

Richmond County, GEORGIA

My Commission Expires 02/27/2024

**NOTE:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.





**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT:** GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10.1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10.1.pdf)

CONTRACTOR'S NAME:	Matthews Motors no other contractors! no/used
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

### **SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**Federal Work Authorization User Identification Number:** E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

\*\*\*\* (Provide E-Verify Number Here) \*\*\*\*

**Date of Authorization**

(NOTE: Registered date can be found on MOU)

**Name of Subcontractor:**

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

Robert Griffin  
Printed Name (of Authorized Officer or Agent of Contractor)

Sc Acct Mgr.  
Title (of Authorized Officer or Agent of Contractor)

[Signature]  
Signature (of Authorized Officer or Agent of Contractor)

5-19-2022  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19<sup>th</sup> DAY OF May, 20 22

Jay Matthews  
Notary Public

Tanya Matthews  
NOTARY PUBLIC

Richmond County, GEORGIA  
My Commission Expires 02/27/2024

2/27/24

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation". (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.

REV. 4/09/2021



Company ID Number: 873249

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and CSRA FLEETCARE INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 873249

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 873249

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 873249

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 873249

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





**Company ID Number:** 873249

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 873249

Approved by:

<b>Employer</b> CSRA FLEETCARE INC.	
<b>Name (Please Type or Print)</b> Robert G Matthews	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/27/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/27/2015





Company ID Number: 873249

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	CSRA FLEETCARE INC.
Company Facility Address	1351 GORDON HWY AUGUSTA, GA 30901
Company Alternate Address	PO Box 127 Augusta, GA 30903
County or Parish	RICHMOND
Employer Identification Number	581948666
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 873249

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

GA

1



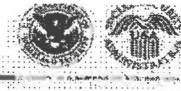
Company ID Number: 873249

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name AARON C Matthews  
Phone Number 7067223997221  
Fax 7068492209  
Email aaron.m@matthewsmotors.org

Name Stacy Wilson  
Phone Number 7067223997205  
Fax 7068492209  
Email stacy.fleetcare@gmail.com

Name TANYA C MATTHEWS  
Phone Number 7067223997210  
Fax 7068492209  
Email tanvafct@gmail.com



**Company ID Number:** 873249

This list represents the first 20 Program Administrators listed for this company.

THIS CERTIFICATE IS TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED.

**BUSINESS  
CERTIFICATE****AUGUSTA 2022****MAILING ADDRESS INFORMATION**

CSRA FLEETCARE INC. dba MATTHEWS MOTORS  
 P O BOX 127  
 AUGUSTA, GA 30903

**THIS CERTIFICATE EXPIRES**  
**12/31/2022**

**BUSINESS LICENSE # LCB19990008732****ISSUE DATE:** 01/27/2022**CERTIFICATE ISSUED IN THE NAME OF:** CSRA FLEETCARE INC. dba MATTHEWS MOTORS**CLASSIFICATION(S):**

44111 - NEW CAR DEALERS (1)

**BUSINESS TYPE:** BUSINESS**BUSINESS LOCATION:** 1351 Gordon Hwy, Augusta, GA 30901**CERTIFICATE HOLDER INFORMATION:**

ROBERT MATTHEWS

THIS OCCUPATIONAL TAX CERTIFICATE IS VALID FOR CALENDAR YEAR ENDING 12/31/2022 AND IS SUBJECT TO RENEWAL BY 1/31/2023. THE PLANNING AND DEVELOPMENT DEPARTMENT SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR AUGUSTA, GEORGIA.



Robert H. Sherman III  
 Director



**Administrative Services Committee Meeting  
6/14/2022 1:15 PM  
Minutes**

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**Department:**

**Presenter:**

**Caption:** Motion to approve the minutes of the Administrative Services Committee held on May 31, 2022.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

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Administrative Services Committee Meeting Commission Chamber - 5/31/2022

**ATTENDANCE:**

Present: Hons. Hardie Davis, Jr., Mayor; Hasan, Chairman; Scott, Vice Chairman; Frantom and B. Williams, members.

**ADMINISTRATIVE SERVICES**

- |   |                                 |
|---|---------------------------------|
| 1. Motion to <b>approve</b> utilizing a state contract (#SWC 99999-SPD0000183-0002) for the purchase of one Chevrolet Tahoe, at a total cost of \$39,482.00 to Hardy Chevrolet for the Richmond County Marshals Office. | <b>Item Action:</b><br>Approved |
|---|---------------------------------|

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

- |   |                                 |
|---|---------------------------------|
| 2. Receive as information the purchase of two Ford Explorers, at a total cost of \$59,088.00 to Allan Vigil Ford Lincoln (22-182), one for 911 and one for Housing and Community Development. | <b>Item Action:</b><br>Approved |
|---|---------------------------------|

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

- |   |                                 |
|---|---------------------------------|
| 3. Motion to approve the purchase of one 2023 Truck, Crane Telescopic 30 Ton, at a total cost of \$342,710.00 from Altec Industries of Birmingham, AL (Bid #22-160) for the Utilities Department-Facilities Maintenance Division. | <b>Item Action:</b><br>Approved |
|---|---------------------------------|

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

4. Motion to **approve** the purchase of one 2022 Tractor with 30' Boom Mower at a total cost of \$191,035.00 from J & B Tractor of Augusta, GA (Bid # 22-173) for the Utilities Department-Facilities Maintenance Division. **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

5. Discuss addendum agenda items. **(Requested by Commissioner Ben Hasan)** **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
	It was the consensus of the committee that this item be received as information without objection.			

6. **Approve** amendment of the Design/Build Contract with R. W. Allen Construction for construction of a new RCSO Training Center Firing Range Support Building to reflect actual costs of \$847,409.00. **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

7. Discussion of salaries in Solicitor's Office. **(Requested by Mayor Pro Tem Bobby Williams)**

Item # 2



**Item  
Action:  
Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Delete	Motion to delete this item from the agenda. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

8. Motion to receive as information an update from Housing and Community Development (HCD) regarding the Art Sculpture at Twiggs Circle: History of Augusta's Black Medical Community. **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

9. Motion to approve Housing & Community Development's request to provide Laney Walker/Bethlehem Revitalization project funding to contract with Capitalrise, LLC to develop new construction of (1) single-family unit identified as 35 Sherman Street within Laney Walker/Bethlehem. **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

10. Discuss/approve reducing property seizure from two years to one year by Tax Commissioner. (Requested by Mayor Pro Tem Bobby Williams) **Item Action: Approved**

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Delete				Passes

Item # 2

Motion to delete this Commisioner Commissioner  
 item from the agenda. Sean Frantom Francine Scott  
 Motion Passes 4-0.

11. Motion to approve the minutes of the Administrative Services Committee held on May 10, 2022. **Item Action:**  
 Approved

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

12. Discuss responsibility of the bank failure on the second level of the canal in front of the Davidson Fine Arts School. **Item Action:**  
 Approved

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve tasking the staff of the City and the Board of Education with meeting to determine what action should be taken in order to stabilize the Canal bank adjacent to Davidson Fine Arts School. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

13. Discuss timeline from the Administrator on the points the Mayor was highlighting in the Blight/Affordable Housing/Land Bank Work Session. **Item Action:**  
 (Requested by Commissioner Ben Hasan) Approved

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer				Passes

Motion to refer this  
item to the full  
Commission with no  
recommendation.  
Motion Passes 4-0.

Commissioner	Commisioner
Francine Scott	Sean Frantom

[www.augustaga.gov](http://www.augustaga.gov)





**Administrative Services Committee Meeting  
6/14/2022 1:15 PM  
SPLOST VI Agreement with Augusta Mini Theatre**

---

<b>Department:</b>	Augusta Commission
<b>Presenter:</b>	Commissioner Dennis Williams
<b>Caption:</b>	Motion to <b>rescind</b> the mini theater's 365-day extension approved by commission on February 15, 2022 and replace with a contract end date of October 31, 2025, and approval to allocate an additional \$500,000 from SPLOST 6. Also to approved the project agreement and authorize the Mayor to execute the attached agreement. <b>(Requested by Commissioner Dennis Williams)</b>
<b>Background:</b>	The Augusta Mini-Theatre was awarded \$867,144 from SPLOST 6, for the4 construction of a 250 seat Theater. In 2018 the Commission approved the request from The Augusta Mini Theatre for an extension to complete the project until 2021. On February 15, 2022 the commission granted an additional 365-day extension. After reviewing the project status, The Augusta Mini Theatre has requested a modification of the latest extension to October 31, 2025. It is anticipated that the required funding to complete the project will be secured by August 31, 2023 and construction will be completed by October 31, 2025.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	The original funding of \$857,144 is currently available, the additional \$500,.000 in funding will come from recapture of program administrative funds.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	

**Funds are  
Available in the**

Cover Memo  
Item # 3

**Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

---

**2KM ARCHITECTS, INC.**

529 Greene Street  
 Augusta, Georgia 30901  
 Ph: (706) 736-3333  
 www.2kmarchitects.com

April 28, 2022

Tyrone Butler, Exec. Dir.  
 Augusta Mini Theatre  
 2548 Deans Bridge Road  
 Augusta, GA 30906

Dear Mr. Butler,

Thank you for sharing the agreement issued to Augusta Mini Theatre regarding SPLOST funding schedule for project completion. In review I offer the following:

This project budget was developed for the Phase 2 Expansion which included new construction of Theater and associated support spaces.

We understand there has been good progress by AMT on acquiring the required 10% funding match with private donations. That noted, all funding for the entire project has not been accumulated to date.

The 365 day time frame from date of commission SPLOST Funding approval does not provide adequate time to perform the following:

1. Solicit Architectural & Engineering Firms for Design Contract. (City guided process? 6-8 weeks for RFQ/RFP & contract award)
  - a. Develop construction Contract Documents. (6-months)
  - b. Local Agency review & approvals. (2-months)
2. Complete funding acquisition for the complete project Construction. (10% of City funding allocation plus balance of total project funding)
3. Publicly bid the project per City of Augusta SPLOST Funding criteria. (6-8 weeks)
4. Contract execution & Commission approval. (~4-6 weeks, assuming AMT is signing authority as Owner)
5. Construction of Addition with current supply-chain market impacts. (12 months minimum)
6. Final Completion & acceptance of all work & turn-over to AMT. (normally 30 days after contract "Substantial Completion")
7. Date of Feb. Commission action was start date for 365 day time frame.
8. Projects cannot be issued for Bid without full funding available.
9. Total Time outlined above: 785 days; or 2.15 years; or 25.8 months.

We would recommend that AMT request that City SPLOST Funding Schedule be amended by Commission to allow for extension beyond 365 days. This extension might incorporate the following:

1. February 2023 deadline to accumulate the full project funding?
2. Prepare & complete the design Contract Documents ready for Public Bid? (at risk pending complete funding acquisition)

Item # 3

Without these key issues being resolved any partial funding is of little benefit to achieving the proposed Theatre Addition. This project also does not lend itself to any major phasing to allow partial development & project execution.

Sincerely,



Robert L. Mauldin, NCARB, AIA  
Principal Architect, GA-RA-05958



**CHALLENGE GRANT REQUIREMENTS FOR AGENCIES**  
**REQUESTING SPLOST FUNDS**

1. Requesting agencies will be required to acknowledge in writing that grant requests are subject to these guidelines.
2. Agencies are required to raise 25% of SPLOST funding amount as a match.
3. Matching funds must be raised and verified before the release of any SPLOST funds will be eligible for disbursement.
4. Funds must be new donations/grants and designated for the specific project described in the SPLOST application.
5. Matching Funds maybe:
  - a) Cash
  - b) Verified Grant Commitments
  - c) Verified in-kind donations (tangible property, Stocks/Bonds, Cash Equivalents)
  - d) Pledges **will not** used in matching fund calculation.
6. Matching funds must be shown as designated or reserved on agencies audited financial statements
7. Funds will be eligible for disbursements according to the disbursements schedule in the SPLOST Intergovernmental agreement.
8. The release of funds will be subject to the “Guidelines for Dispersal of SPLOST Funds to Outside Agencies” that were approved by the Augusta Richmond County Commission on June 6, 2006.
9. Agencies will be required to enter into a contractual agreement for SPLOST projects setting forth project purposes, descriptions, and budgets and funding.
10. Any fund not disbursed after two years following the termination of the SPLOST Phase VI collections will forfeited and revert to a SPLOST Recapture account. These funds will be reallocated by the Augusta Richmond County Commission as provided by SPLOST Law. Agencies that have forfeited funds will not be eligible for any reallocations.

STATE OF GEORGIA)  
 RICHMOND COUNTY)

### **MINI THEATRE PROJECT AGREEMENT**

This AGREEMENT made and entered into this \_\_\_\_\_ day of May, 2022, between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), and Augusta Mini Theatre, Inc., (hereinafter referred to as the “Mini Theatre”).

#### **WITNESSETH**

WHEREAS, the voters of Augusta, Georgia on June 16, 2009, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST VI”),) and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a) and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Augusta, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Augusta Commission approved SPLOST funding for certain recreational, historical and cultural improvement capital outlay projects to be implemented through various outside agencies as provided in guidelines adopted on February 19, 2009; and

WHEREAS, Augusta has determined that the project described on Exhibit A (the “Project”) is beneficial to the citizens of Augusta as it provides and enhances recreational, historical and/or cultural resources in Augusta; and

WHEREAS, Augusta has determined that is more cost effective, avoids duplication of services and is in the best interest of Augusta and the citizens of Augusta to contract with Mini Theatre to undertake the Project, rather than Augusta directly constructing and operating the project; and

WHEREAS, the Augusta desires to contract with the Mini Theatre to construct and operate the Project, which was a part of the approved capital outlay projects; and

WHEREAS, an initial sum of \$857,144 of said tax was allocated for the Project and Augusta has agreed to allocate an additional sum of \$500,000.00 of the sales tax for

the Project (the “SPLOST Funds”) for the Project to begin upon the satisfaction of the conditions provided below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

#### SECTION 1 - APPROPRIATION AND USE OF FUNDS

1.1 Augusta agrees to appropriate the SPLOST Funds to be used by Mini Theatre on behalf of Augusta for the purpose of constructing the Project as provided in Exhibit “A” hereto attached and incorporated herein.

1.2 The Mini Theatre agrees to use such funds that it may receive, pursuant to this Agreement, solely and exclusively for the construction of the above described Project; said Project, including the Project Budget, is more specifically described in Exhibit “A”.

1.3 Said disbursement to Mini Theatre is an authorized use of said proceeds, under O.C.G.A. Section 48-111(e), as said use benefits a “cultural, recreational, or historical facility or a combination of such purposes,” and this Agreement is entered into on behalf of and for the benefit of Augusta and Mini Theatre and also as an acknowledgement that upon distribution of the funds by Augusta to Mini Theatre, that Augusta will have fully met its SPLOST VI project obligation to Mini Theatre.

#### SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF MINI THEATRE

In consideration of the disbursement of the SPLOST Funds, Mini Theatre shall observe all conditions that the law and/or this Agreement imposes on the use of said SPLOST Funds, which shall include, but not be limited to the following:

2.1 Mini Theatre shall use said proceeds only in connection with the capital outlay Project and only for the purposes described in Exhibit A, which is attached hereto and made a part hereof.

2.2 Mini Theatre covenants not to use any of said funds for any part of its maintenance and operation budget for the Project, now or in the future.

2.3 Mini Theatre will set up any and all banking accounts necessary or convenient to segregate the account containing SPLOST Funds from its other accounts. Mini Theatre shall keep any SPLOST Funds that it receives from Augusta in a separate account fund

and shall not commingle Augusta distributions with other funds of the Mini Theatre prior to their expenditure.

2.4 The Mini Theatre shall maintain a record of each and every expense, in compliance with the generally accepted accounting principles, for which the Matching Funds (hereinafter defined) and SPLOST Funds (collectively the “Construction Funds”) are used. The Mini Theatre shall submit quarterly accounting reports to Augusta for all uses of the Construction Funds. Said accounting reports shall set forth the amounts expended on the Project during the term of this contract, which, shall include any amount expended on such Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within 30 business days of the first expenditure towards the construction of the Project and quarterly thereafter until the end of the quarter in which the project is deemed completed as determined by the Augusta Finance Department. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department, 530 Greene Street, Augusta Georgia 30901 to the attention of Mr. Timothy Schroer, Deputy Finance Director.

2.5 Mini Theatre accepts the following conditions for disbursement of said funds:

- A. Unless otherwise agreed by Augusta, no SPLOST Funds shall be made available to Mini Theatre until such time as the tax has been collected as provided in the disbursement schedule adopted in the Intergovernmental Agreement.
- B. Mini Theatre has raised a minimum of twenty five (25%) percent of the SPLOST Funds (the “Matching Funds”) and has otherwise raised any remaining funds necessary to complete the Project, on or before October 31, 2025 (the “Completion Date”). Only cash or cash equivalents raised subsequent to June 16, 2009 shall qualify as Matching Funds. Pledges, in-kind donations or other donations or contributions will not qualify as Matching Funds.
- C. Upon Augusta executing an acknowledgement that the minimum amount of Matching Funds has been raised by Mini Theatre, the Mini Theatre will be authorized to expend the Matching Funds on the Project.

D. No SPLOST Funds shall be disbursed prior to the expenditure by the Mini Theatre of all Matching Funds and that construction of the Project is on schedule to be completed by Completion Date.

E. Prior to receipt of the SPLOST Funds or the expenditure of Matching Funds, Mini Theatre shall cause Mini Theatre to furnish Augusta with a copy of Mini Theatre's current audited financial statements (and annual thereafter until the Project is completed), budget, scope of work and the projected time for completion of the work on the Project, which must be approved by Augusta prior to starting work on the Project. In addition, Mini Theatre must provide Augusta with a W-9, E-verify number, and SAVE Program verification prior to SPLOST funds being distributed to Mini Theatre. Disbursement of SPLOST Funds shall be according the schedule attached here as Exhibit "B."

F. Mini Theatre shall comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds and contracting. Payments to any sub-contractor employed by the Mini Theatre shall be made subject to Augusta's audit and approval. Payments by the Mini Theatre to sub-contractors shall be made only upon presentation of verified invoices.

G. Mini Theatre hereby acknowledges and agrees that as the Project is to benefit the citizens of Augusta by providing and enhancing the recreational, historical and/or cultural resources in Augusta, the Project must be open to and available for public use. Mini Theatre shall enter into lease with Augusta with a minimum term of twenty five (25) years, such lease (the "Lease") to be finalized prior to disbursement of SPLOST Funds.

H. Should Mini Theatre during the construction of the Project or subsequently thereto obtain financing and all or a portion of the Project is to be pledged as collateral for such loan, any such lender shall be required to provide to Mini Theatre a "non-disturbance" agreement in form satisfactory to Augusta's General Counsel, providing in part that the lease of the Project shall not be terminable except at the election of Augusta.

I. In the event that Mini Theatre desires to sell, dispose of or transfer title or ownership of the Project prior to the expiration of the Lease, then in such event Mini Theatre shall reimburse Augusta, Georgia an amount equal to the fraction determined by

the number of years remaining on the Servitude as the numerator and the total number of years of the Lease as the denominator multiplied by 1,357,144.

2.6 The Mini Theatre will maintain the following insurance during the performance of the Contract:

A. Comprehensive General Liability Insurance shall be maintained in force at all times and shall include the following coverages: Products/Completed Operations and Automobile Liability Insurance in the combined single limits of \$1,000,000. This coverage shall be intended to apply as primary and shall not be affected by any insurance that Augusta may carry in its own name. The Mini Theatre shall maintain Workers Compensation and Employer's Liability Insurance for the benefit of its workers. The above requirements shall also apply to the Mini Theatre's contractors and subcontractors who are engaged in the Project.

B. Prior to the commencement of work, the Mini Theatre will provide Augusta with a certificate of insurance, which evidences the above coverage and names Augusta, Georgia as an "additional insured."

### SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF AUGUSTA

3.1 Augusta enters this contract to improve the quality of life of its citizens and to provide its citizens with additional facilities for delivery of recreational, historical and cultural services in a more cost effective manner than it could if it were to construct and operate similar facilities without the participation of the Mini Theatre.

3.2 Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the Mini Theatre regarding the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of Augusta may inspect the official records of the Mini Theatre, which relate to this project, at reasonable times and upon reasonable notice to the Mini Theatre. Augusta shall also have the right to inspect the Project at any reasonable time for any purpose related to the performance of any contract awarded, or to be bid upon or awarded, by the Mini Theatre for this Project.

### SECTION 4- OBLIGATIONS OF THE MINI THEATRE AND COUNTY

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the Mini Theatre and any subcontractor shall be submitted to Augusta Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Augusta Richmond County Commission.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement, or with respect to the use of funds, shall terminate Augusta's obligations under this Agreement; shall terminate Augusta's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

IN WITNESS WHEREOF, Augusta and Mini Theatre have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Commission

[signatures continue on the following page]



Augusta Mini Theatre, Inc.  
Outside Agency

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

\_\_\_\_\_  
Its: President

Attest:

\_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

ORGANIZATION:	Augusta Mini Theatre, Inc.
PROJECT:	Augusta Mini Theatre 2548 Deans Bridge Road, Augusta, Georgia 30906
DESCRIPTION OF PROJECT/ SCOPE OF WORK:	construction of 250 seat theater
PROJECTED TIME OF: PROJECT FUNDING CONSTRUCTION COST OF PROJECT WORK:	June 16, 2009 to August 31, 2023 September 1, 2023 to October 31, 2025
Total Project Budget: (SEE EXHIBIT B)	\$ _4,000,000
SOURCES OF FUNDING:	
SPLOST Funds:	\$1,357,144.00
SPLOST Matching Funds:	\$ 339,286.00
Other Funding (describe):	<u>\$ 0.00</u>
Total:	\$

To: Ms. Janice Allen Jackson, Administrator  
City of Augusta, Georgia

From: Tyrone J. Butler, Founder/Executive Director  
Augusta Mini Theatre, Inc.

Subject: Phase II – 250 Seat Theater (Project Extension)

Date: August 22, 2018

### **I - Project History**

Phase I – The Arts School – Constructed in 2008 - \$3.2M  
Funding: SPLOST, State of Georgia, Corporations,  
Civic & Community Groups and Individuals and Fundraisers

Phase II – 250 Seat Theater – Will be Constructed by 2021

Cost - \$3.5M-\$4M

1. Funds on Hand - \$1,074,173

a. SPLOST \$857,173

b. Matching Funds \$217,000

### **II - Funds Balance/Timeline**

a. \$2,925,872: Raised by September 11, 2019

b. Preparation: October 2019 – March 2020

Construction: May 2020 – May 2021

### **III – Potential Funding Sources**

Foundations, Corporations, Civic & Community Groups and Individuals

### **The Request**

Today, we are asking for an extension to raise the additional funds and construct Phase II by May 2021.

## EXHIBIT B (PAGE 2 OF 2)

**MISSION**

To provide affordable arts instruction and performances and develop artistic and life skills for youth.

**HISTORY**

Augusta Mini Theatre, Inc., Augusta, Georgia's first arts and life skills school to focus on multi-art disciplines, under one roof, was founded on October 8, 1975, by Tyrone J. Butler as a 501(c)(3) non-profit agency. Although offerings are relevant and open to the total community, the Mini Theatre, for the past forty-three years, has filled a void by giving special attention to the artistic needs of the area's historically underserved. And because of that, no student has ever been turned away from our classes or performances because of the inability to pay. Over the years, thousands of underserved persons have benefited from our programs and services. And because of our programs and services, our alumni are professional actors/actresses, lawyers, school teachers, plumbers, a pilot, etc.

And during the Mini Theatre's 43 year history, no student, enrolled in the Mini Theatre, for 4 or more consecutive years, has ever dropped out of school.

With support of our Board, staff, parents and students, and strong community leadership, we feel that the balance will be raised and Phase II – 250 Seat Theater will be up and running by 2021.

## EXHIBIT C

1. Organization shall provide evidence of a deposit in its capital fund account the amount of \$339,286, for its matching funds (the "Matching Funds Amount"), all of which must be verifiable as raised on or after June 16, 2009 (the "Matching Funds").
2. Prior to Augusta providing funding for the Project, Organization shall expend one hundred (100%) percent of the Matching Funds for construction of the Project and provide the finance Department Evidence of the Expenditure.