



SPECIAL CALLED MEETING

December 11, 2023
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Minutes.
 - a. Consider for action the Minutes of the November 20th Regular Meeting and November 21st State Delegation Meeting. **ACTION:**
4. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others*).
 - a. Jana Dyke, President & CEO, Albany-Dougherty Economic Development Commission (EDC), present to provide the quarterly update.
5. Purchases.
 - a. Consider for action the recommendation to purchase one (1) MSV Series 1000 Mobile Clinic for the Dougherty County Health Department from the most responsive and responsible vendor meeting specifications, Mathews Specialty Vehicles (Greensboro, NC) in the amount of \$308,142. Four proposals were received. Funding is budgeted in ARPA. Assistant County Administrator Barry Brooks will address. City of Albany Buyer Corey Gamble and Director Vamella Lovett are present. **ACTION:**
 - b. Consider for action the recommendation to accept the quote from Metro Power (Albany, GA) in the amount of \$173,260 to replace the generator at the EMS Main facility, 1436 Palmyra Rd. Three vendors submitted quotes with the highest being \$243,706. Funding is available in SPLOST VIII. Assistant County Administrator Barry Brooks will address. Facilities Management Director Heidi Hailey is present. **ACTION:**

6. Additional Business.
 - a. Consider for action the Resolution providing for the acceptance and execution of the five-year renewal Judicial Alternatives of Georgia (JAG) Probation Services Agreement on behalf of the State Court of Dougherty County effective January 1, 2024. Assistant County Administrator Barry Brooks will address. State Court Judge John Stephenson is present. **ACTION:**
 - b. Consider for action the recommendation to accept the Resolution declaring a 2015 Hyundai Elantra SE (from the Albany Dougherty Drug Unit) as surplus and authorize the sale through Charles Taylor TPA. Assistant County Administrator Barry Brooks will address. **ACTION:**
 - c. Consider for action the Resolution providing for the reappointment of the Dougherty County Police Chief through the extension of the employment agreement effective January 2, 2024 through December 31, 2024. County Attorney Alex Shalishali will address. **ACTION:**
7. Updates from the Assistant County Administrator.
 - a. REMINDER** - The Government Affairs Committee will meet in Room 120 following the Special Called Meeting.
 - b. REMINDER** - The next County Commission Meeting will be Monday, January 8, 2024. Happy Holidays!
8. Updates from the County Attorney.
9. Updates from the County Commission.
10. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

November 20, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 20, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Anthony Jones. Also present were Assistant County Administrator Barry Brooks, County Attorney Alex Shalishali, Deputy County Clerk Bristeria Clark, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel. Commissioner Ed Newsome was absent.

After the invocation by the Chairman and Pledge of Allegiance by the Chairman, he called for approval of the minutes of the October 16th Regular Meeting and October 30th Work Session.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the minutes were unanimously approved.

The Chairman recognized citizen Kevon Douglas to discuss noise concerns. Mr. Douglas expressed his concerns about the noise in the neighborhood on Lily Pond Road. He emphasized that the noise continued all day and night. Commissioner Edwards shared that the gun range was "grandfathered into the area" meaning neighbors were aware of the noise. He said that he would ask the County police to monitor the closing time at the shooting range. Commissioner Gaines wanted to make sure that the County could regulate the hours. Attorney Shalishali said that he would look at the law and the ability to regulate locally.

The Chairman shared that the item pertaining to the update by Disaster Recovery & Grant Programs Consultant Georgia Collier-Bolling on the status of the County's participation in the FEMA Hazard Mitigation Grant Program (HMGP) 4297 Acquisition & Demolition and other FEMA-related grant engagements would be skipped. Commissioner Gaines said that this information was important to know and would like an update. Mr. Brooks said that Ms. Collier-Bolling would be providing a summary report on the status of the programs for FEMA and GEMA and he would submit it to the Board as soon as it was received.

The Chairman opened the public hearing for Kevon Douglas, owner and applicant, (23-074) request to rezone approximately 2.16 acres from R-2 (Single-Family Residential) to C-3 (Commercial District). The rezoning would allow for the parking of a semi-truck. The property is at 1306 Lily Pond Road. The Planning Commission recommended denial.

Angel Gray, Deputy Planning Director addressed. Ms. Gray said the Planning Commission had concerns about multiple uses on this site. Commissioner Edwards asked if directions were provided to applicants during the application process. Ms. Gray shared that they can provide recommendations and consultations even before citizens apply. Mr. Douglas spoke in favor of the rezoning and said that some neighbors in his community have commercial vehicles. Citizens Willie Dawson and Robert Lewis spoke in opposition. Citizen Nathaniel Dickerson spoke in opposition and shared that “no big trucks” signs were present on Lily Pond Road. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman called for consideration to accept a US Department of Transportation Safe Streets for All (SS4A) Planning and Demonstration Grant (#20.939) in the amount of \$263,000. The joint city and county application requires a 20% local match of \$52,600, with Dougherty County being responsible for \$26,300. The federal portion of the grant is \$210,400. Funding will be provided from TSPLOST II. The Commission approved the grant application in the June 5, 2023 Regular Meeting.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution providing for the acceptance and execution of the Mutual Aid Agreement renewal with the Marine Corps Logistics Base (MCLB) on behalf of the Dougherty County Emergency Medical Services (EMS) Department providing reciprocal support in the event of any natural and/or man-made crisis.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 23-056 is entitled:

**A RESOLUTION
 ENTITLED
 A RESOLUTION FOR APPROVAL, ACCEPTANCE AND
 EXECUTION OF THE MUTUAL AID AGREEMENT
 RENEWAL WITH THE MARINE CORPS LOGISTICS BASE
 ON BEHALF OF DOUGHERTY COUNTY EMERGENCY
 MEDICAL SERVICES DEPARTMENT PROVIDING
 RECIPROCAL SUPPORT IN THE EVENT OF ANY NATURAL
 OR MAN-MADE CRISIS; REPEALING RESOLUTIONS OR
 PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
 AND FOR OTHER PURPOSES.**

The Chairman called for consideration of the resolution providing for the acceptance and execution of the Easement Agreement between Dougherty County, Georgia, the City of Albany, Georgia and the United States of America, acting by and through the Administrator of the General Services Administration, for the purpose of constructing and maintaining

certain security fencing for the C.B. King United States Courthouse States Courthouse. County Attorney Alex Shalishali addressed.

Commissioner Johnson moved for approval. Commissioner Gray seconded the motion. Under discussion, Commissioner Gaines shared that she does not support a fence being put up downtown. Chairman Heard said that the Board may not be privy to the security threat across the nation which may have led for the need of the request. Attorney Shalishali clarified that the fence will not be public-facing and only cover a certain portion. There being no additional discussion, the motion for approval passed with five ayes and one nay by Commissioner Gaines. Resolution 23-057 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION FOR APPROVAL, ACCEPTANCE AND EXECUTION
OF AN EASEMENT AGREEMENT BETWEEN DOUGHERTY
COUNTY, GEORGIA, THE CITY OF ALBANY AND THE UNITED
STATES OF AMERICA THROUGH THE ADMINISTRATOR OF THE
GENERAL SERVICES ADMINISTRATION; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for the zoning consideration of Kevon Douglas, owner and applicant, (23-074) request to rezone approximately 2.16 acres from R-2 (Single-Family Residential) to C-3 (Commercial District). The rezoning would allow for the parking of a semi-truck. The property is at 1306 Lily Pond Road. The Planning Commission recommended denial.

Commissioner Edwards moved for approval to deny. Commissioner Johnson seconded the motion. Under discussion, Commissioner Gaines said that 1800-wheelers were not allowed on Lily Pond Road. Commissioner Edwards wanted to ensure that all of the signs were enlarged and visible. Commissioner Gaines also emphasized that all signage should be marked on County roads. There being no further discussion, the motion for denial passed unanimously.

Mr. Brooks shared that the Emergency Management Director issued a notice of a thunderstorm and asked the Commission to fill out the National Gas Safety Pipeline survey that was given to them by Clerk Ware. Attorney Shalishali provided clarification on a previous question by Commissioner Gaines regarding consolidating the mutual aid agreements for MCLB. He said that it would be difficult to combine due to the involvement of various scopes of work.

Commissioner Edwards asked if flock cameras could be placed on Lily Pond Road and the Chairman said yes. Commissioner Gray wished everyone a Happy Thanksgiving. Commissioner Gaines and Commissioner Jones shared the same sentiments.

Chairman Heard wanted to send prayers to former President Carter due to the loss of his wife First Lady Rosalynn Carter.

There being no further business to come before the Commission, the meeting adjourned at 11:11 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
STATE DELEGATION MEETING MINUTES

DRAFT

November 21, 2023

The Dougherty County Commission met with the State Delegation at the Chehaw Park Creekside Center on November 21, 2023 at 8:02 a.m. State Officials in attendance were Senator Freddie Powell-Sims, and Representatives Mike Cheokas, Gerald Greene, and Bill Yearta. Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome were present. Chairman Lorenzo Heard participated via teleconference. Assistant County Administrator Barry Brooks, Deputy County Clerk Bristeria Hope, other staff and citizens were also present.

Artesian Alliance Executive Director Tommy Gregors provided a warm welcome to the Board and Legislators. Representative Greene requested a moment of silence and invocation for the loss of former First Lady Rosalynn Carter. Commissioner Gray shared the priorities of the local support request to include: The Westtown Library Improvements, Judicial Building Facilities Funding, Assuming Financial Responsibility for State Prisoners in the County Jail, EMS Funding, Mental Health Reform, and the Property Tax Assessment and Appeal Reform.

Commissioner Gray said that allowing EMS Medicaid reimbursement for the first 10 miles of ambulance transport could help reduce workforce shortages and service delivery challenges. Mental health reform would support expanding the Behavioral Health Crisis Center Units across the state within a reasonable distance from local jails. The property tax assessment would support placing restrictions on the three-year lock to protect homeowners and local governments. He mentioned the funding amount of \$700,000 to support renovations for the Westtown Library Improvements project. In addition, he informed them of the renovations to the Judicial Building to add the Superior Court Judge in the amount of \$700,000. It was shared that more courtrooms would be considered in the revision and remodeling of the Judicial Building. The last ask was to focus on healthcare cost mitigation which would help Dougherty County's financial responsibility for state prisoners housed in the County Jail. Representative Greene asked that the Board provide a letter of support for each ask within a week.

After no further concerns were presented in the meeting, the County Commission members were dismissed at 8:37 a.m.

Bristeria Hope, Deputy County Clerk



PROCUREMENT RECOMMENDATION

DATE: December 4, 2023

TITLE: DOCO Mobile Health Unit

DEPARTMENT: DOCO Health Dept.

REFERENCE NUMBER: 24-008


ACCOUNT NUMBER: ARPA

OPENING DATE: December 4, 2023

BUDGETED AMOUNT: \$400,000.00

BUYER: Corey Gamble

DEPARTMENT CONTACTS: Vamella Lovett


Joshua Williams, Procurement Manager

RECOMMENDATION:

Recommend the purchase of one (1) Mobile Health Unit, from Mathews Specialty Vehicles for a total expenditure of \$308,142.00.

BACKGROUND INFORMATION:

RFP Ref. #24-008 was advertised, on August 09, 2023, in the local paper, on the local access channel, Facebook, and on the Georgia Procurement Registry. Five (5) vendors were directly solicited. Four (4) vendors submitted proposals. The Proposal Analysis Group consisted of Vamella Lovett, Ken Johnson, and Beverly Reid. The vendor Mathews Specialty Vehicles, of Greensboro, NC, displayed the most responsiveness and knowledge of the product throughout the RFP process. Staff recommends the purchase of one (1) MSV Series 1000 Mobile Clinic from Mathews Specialty Vehicles for a total expenditure of \$308,142.00.

COUNTY ADMINISTRATOR ACTION:

APPROVED () DISAPPROVED () HOLD

COMMENTS:

12/7/23
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

FINANCE

City of Albany
Finance Department
Procurement Division

Project: DOCO Mobile Health Unit
Ref No.: 24-008

EVALUATION CRITERIA

Describe your vehicle in terms of fuel efficiency, maintenance, and durability. Include examples which show the total average cost of ownership.

- Vehicle base specifications, including quality, environmental statistics and maintenance information.
- Conversion specifications, including all technical capabilities and performance data

POINTS ALLOWED
20

PROPOSER	#1	#2	#3	AVERAGE
Mathews	19	20	18	19
Farber	17	16	15	16
Gerling	18	18	15	17

EVALUATION CRITERIA

Explain your company's experience in building vehicles that meet similar requirements to those specified.

- Construction timelines
- Delivery and training time frames
- Regulatory compliance

POINTS ALLOWED
20

PROPOSER	#1	#2	#3	AVERAGE
Mathews	20	20	20	20
Farber	16	17	17	16.67
Gerling	17	17	18	17

EVALUATION CRITERIA

Detail the exact warranty and service guarantees you are offering with this vehicle

- Service availability and reliability guarantees
- Service repair response guarantees
- Warranty coverage and specifications, including local or nearby repair shops

POINTS ALLOWED
35

PROPOSER	#1	#2	#3	AVERAGE
Mathews	35	34	33	33.67
Farber	31	33	30	31.33
Gerling	30	30	33	31

EVALUATION CRITERIA

Proposal Cost. Total to include all costs, including freight.

POINTS ALLOWED
25

PROPOSER	#1	#2	#3	AVERAGE
Mathews	25	25	25	25
Farber	23	20	20	21
Gerling	24	24	20	22.67

TOTALS:

Mathews	98
Farber	85
Gerling	88

EVALUATORS:

Vamella Lovett, Health Department
Beverly Reid, Health Department
Ken Johnson, Public Works



Barry Brooks
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: December 7, 2023
Meeting Date: December 11, 2023
Subject/Title: Replacement Generator Purchase EMS Main
Presented for: Decision
Presenter: Barry Brooks, Assistant County Administrator

Statement of Issue

Dougherty County Facilities Management needs to purchase a replacement generator for the EMS Main facility, 1436 Palmyra Rd.

History/Facts and Issues

Dougherty County Facilities Management needs to purchase a replacement generator for the EMS Main facility. The current generator is 22 years old and was damaged in a lightning storm. The claim has been denied by the insurance company. Due to the age of the generator parts are no longer available and the equipment is not repairable. The generator is scheduled for life cycle replacement in 2024. A rental generator is in place until a new generator is installed.

Recommended Action

Three quotes were obtained with the highest being \$243,706. The recommendation is for the Dougherty County Commission to accept the lowest quote meeting specifications from Metro Power (Albany, GA) in the amount of \$173,260.

Funding Source

SPLOST VIII

Quotes

Metro Power	\$173,260
Georgia Electric Associates	\$213,000
A West Enterprises	\$243,706

**A RESOLUTION
ENTITLED
A RESOLUTION TO APPROVE JUDICIAL ALTERNATIVES OF GEORGIA, INC,
PROBATION SERVICES AGREEMENT WITH THE STATE COURT OF
DOUGHERTY COUNTY EFFECTIVE JANUARY 1, 2024; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the State Court of Dougherty County effective January 1, 2024;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the State Court of Dougherty County effective January 1, 2024, is hereby approved. The Acting County Administrator and other necessary County personnel are hereby authorized to execute any and all other documents necessary for full execution and implementation of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the State Court of Dougherty County.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 11th day of December, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 418 Flint Ave., Albany, Georgia hereinafter called "Contractor" and the **State Court of Dougherty County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the Dougherty County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **300** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall require a minimum of **1** office contact per **month** for each probationer supervised. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the city limits of **Albany, Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$40.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$60.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on January 1, 2024 and shall continue until December 31, 2028 and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

Item 6a.

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **State Court of Dougherty County**. Contractor shall indemnify and hold harmless the Court and Dougherty County, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **State Court of Dougherty County** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and Dougherty County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or Dougherty County to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **State Court of Dougherty County**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor
418 Flint Ave.
Albany, Georgia 31701
Office: (229) 420-2051
Fax: (229) 420-2055

State Court of Dougherty County

Honorable John M. Stephenson
225 Pine Ave.
Albany, Georgia 31701

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: Craig Taylor
Name: Craig Taylor
Title: CEO, Judicial Alternatives of Georgia, Inc.

By: _____
Name: _____
Title: _____

Dougherty County, Georgia

By: John M. Stephenson
Chief Judge: Honorable John M. Stephenson
Court: State Court of Dougherty County, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$60.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender
Drug Screens (Screens for 8 controlled substances)	\$15.00 per screen
Electronic Monitoring	\$12.00 per day, per offender
Electronic Monitoring w/Intox	\$15.00 per day, per offender
Anger Management Program	\$175.00 (9 weekly sessions)
Responsible Behavior	\$150.00 (8 hour course)

**A RESOLUTION
ENTITLED**

A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2015 HYUNDAI ELANTRA (VIN NO. 5NPDH4AE3FH635754) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED OF THROUGH CHARLES TAYLOR TPA, DOUGHERTY COUNTY’S THIRD PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a 2015 Hyundai Elantra (VIN NO. 5NPDH4AE3FH635754) and having said vehicle disposed of a surplused salvaged vehicle through Charles Taylor TPA, Dougherty County’s Third Party Administrator.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia hereby resolved by Authority of same as follows:

SECTION I Dougherty County’s salvaged 22015 Hyundai Elantra (VIN NO. 5NPDH4AE3FH635754) is hereby declared as surplus property and the Assistant County Administrator is hereby authorized to both dispose of said vehicle through Charles Taylor TPA, Dougherty County’s Third Party Administrator, and to execute Form T-19 permitting Charles Taylor TPA through their salvaged contractor, Insurance Auto Auction (IAA), to dispose of said surplus property.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 11th day of December, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

Requested Surplus and Disposal to Underwriters Safety and Claims

Albany-Dougherty Drug Unit Department

Description	VIN Number	Condition
2015 Hyundai Elantra SE	5NPDH4AE3FH635754	Non-salvageable

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE REAPPOINTMENT OF THE POLICE
CHIEF THROUGH THE EXTENSION OF EMPLOYMENT AGREEMENT
EFFECTIVE THROUGH DECEMBER 31, 2024; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia on December 12, 2022, reappointed Kenneth Johnson as Police Chief of Dougherty County, Georgia through the extension of the Employment Agreement effective through December 31, 2023; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the reappointment of Kenneth Johnson as Police Chief through the extension of the Employment Agreement effective through December 31, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and it is hereby resolved by Authority of same as follows:

SECTION I. The Employment Agreement between the Board of Commissioners of Dougherty County, Georgia and Kenneth Johnson reappointing Chief Johnson as Police Chief effective through December 31, 2024, is hereby approved.

SECTION II. The Chairman the Board of Commissioners of Dougherty County, Georgia is hereby authorized to execute the Employment Agreement attached hereto reappointing Kenneth Johnson as Police Chief along with any and all other documents necessary to full implementation of the Employment Agreement.

SECTION III. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 11th day of December, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

**State of Georgia
County of Dougherty**

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of December, 2023, by and between the **BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA**, hereinafter called “Employer,” as party of the first part, and **KENNETH JOHNSON**, hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, Employer desires to employ the services of Kenneth Johnson as Police Chief of Dougherty County, Georgia; and

WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of Employer to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future employment, and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Police Chief of said County.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

A. As Police Chief, the Employee shall be the Chief Administrative Officer of the Dougherty County Police Department (hereinafter the “Police Department”). The Employee shall be responsible for the general administration, operation, and oversight of the Police Department. The Employee shall be charged with the effective and impartial enforcement of all County ordinances and state laws for the protection of all citizens who live in the unincorporated areas of the County. The Employee shall be responsible for planning, organizing, directing, staffing, coordinating, and budgeting County police

operations. The Employee shall be responsible for reporting the operational performance of the Police Department to the County Commission and the County Administrator.

B. The Employee shall perform other legally permissible and proper duties and functions as necessary.

C. The Employee shall formulate departmental rules, regulations, and procedures in cooperation with the County Administrator, to whom the Employee reports and to whom the Employee is responsible for the proper operation of the Police Department as delegated by the County Commission.

D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, Paragraphs “A” and “B” of this Agreement.

E. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 2, Paragraph “D” of this Agreement.

F. Employee agrees to remain in the exclusive employ of Employer through December 31, 2024 and neither to accept other employment nor become self-employed until said termination date, unless said employment is terminated as hereinafter provided.

G. The term “employed” shall not be considered to include occasional teaching, speaking, writing or consulting activities, performed during the Employee's time-off so long as such activities do not conflict with the Employer's policies, interests, expectations, or standards of conduct or with Employee's employment obligations and responsibilities to Employer under this Agreement.

SECTION 2. TERMINATION AND SEVERANCE PAY.

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment for reasons other than “just cause”, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to six months aggregate salary, and six months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued annual leave. Employer must give Employee a minimum of thirty (30) days written notice of termination for other than “just cause”. During said thirty (30) day period, Employer shall continue to pay

Employee full pay and benefits under this contract.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for reasons other than “just cause” in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, deem himself to be “terminated” as of date of such reduction within the meaning and context of the foregoing Paragraph “A”.

C. Employer may place Employee on Administrative Leave with full pay and benefits at any time during the term of this Agreement with or without “just cause”, upon the vote of a majority of the Board of Commissioners. In the event Employee voluntarily resigns following a majority vote of the Board placing Employee on Administrative Leave, then in that event the Employee shall be deemed terminated under paragraph “A” above.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty (60) days written notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in this section. However, Employer shall pay Employee for accrued vacation and sick leave.

E. If a majority of the Board of Commissioners vote to terminate the employment of Employee for stated “just cause”, within thirty (30) days of the date of termination, Employee shall be afforded an opportunity to appear before the Board, in a regular or called meeting, and present any facts or evidence he wishes to be made a part of the official minutes.

F. Should Employer desire not to rehire Employee, Employer agrees to give Employee ninety days or more written notice of its decision prior to the expiration of this Employment Agreement. In the event Employer does not give written notice to Employee ninety days or more prior to expiration of this Employment Agreement, the Employment Agreement shall be renewed/extended under the same terms and conditions, as stated herein, for an additional year. Said Employment Agreement shall continue to be renewed/extended each year thereafter unless Employer gives to

Employee the ninety days written notice as stated above. Should Employer decide to give the above stated written notice to Employee, then, in that event, Employee shall continue employment under the terms of either this Employment Agreement or any subsequent renewal or extension for the balance of the term, after which, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary and three months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued annual leave.

SECTION 3. SALARY.

Employer agrees to pay Employee for all services rendered pursuant hereto an annual base salary of \$105,000.00 payable in bi-weekly installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given to other employees generally. Employee shall receive a cost-of-living adjustment in the same manner as and when approved for all full-time employees.

SECTION 4. HOURS OF WORK.

A. For FLSA purpose, Employee is an "exempt" employee who is expected to engage all those hours of work necessary to fulfill the obligations of his position of employment. Employee does not have pre-established hours as he is expected to be available at all times, except during periods of approved leave. Employee acknowledges his employment is primary to all other activities and ventures he may pursue or engage in for profit.

B. Employee shall not regularly spend more than ten hours per week in teaching, consulting, or other non-Employer related activities, whether such activities are performed for profit or on a voluntary basis, without the prior written approval of Employer.

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

Notwithstanding the provisions of this contract relative to termination of employment, the Employee shall be subject to and governed by, the general personnel policies for County employees regarding the accrual of vacation, sick leave, other forms of leave and holidays. Where any provision of such policies conflict with this Agreement it is the intention of the parties that the terms of this Agreement shall control.

SECTION 6. VEHICLE USE.

Employee's duties require that he have access to a suitable County vehicle at all times during his employment with Employer. Employee serves in a public safety capacity as Police Chief and is therefore deemed to be on duty in an around-the-clock capacity. Employee serves in an "on call" capacity and will have unrestricted use of said vehicle to ensure expedient fulfillment of public safety needs. Employee assumes all liability for operation of said vehicle in accordance with local and state traffic laws and ordinances, and Employee is solely responsible for the payment of any fines and fees upon conviction of a violation of any traffic law or traffic ordinance. Employee will have use of said vehicle for any and all out-of-County travel only if such travel relates directly to performance of duties of Police Chief. Employer will provide all vehicle registration and licensing costs, all vehicle insurance, all operational and maintenance costs – including mileage reimbursements at the standard IRS rate, other than costs incurred due to negligence on the part of the Employee.

SECTION 7. GENERAL EXPENSES.

Employer recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Employee and hereby agrees to reimburse Employee for all such expenses, as deemed reasonably by the Employer, in its sole discretion, and upon presentation of receipts in an acceptable format.

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

Employee shall be entitled to receive all Health Care, Life Insurance, and Disability Insurance benefits offered to County employees as a group.

SECTION 9. RETIREMENT,

Employee shall not be subject to the general policies of the Employer regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. In lieu thereof, Employer shall pay to Employee's portable retirement plan twelve percent (12%) of Employee's annual salary. However, payment by the Employer will be in accordance with the rules and regulations governing the payment of same promulgated by the Internal Revenue Services of the United States of America, and Employee shall be responsible for any and all income tax liability, both federal or state, in respect to same. Employee shall also be a participant in the Employer's Retirement Plan (Dougherty County Defined Benefit Retirement Plan) as other regular full-time employees from his first eligible date since employment.

SECTION 10. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and pay for the reasonable professional dues, subscriptions and memberships of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Employer, as determined in Employer's sole discretion. Employer agrees to pay membership dues assessed employee by a local civic club or organization. Said expenses shall be subject to budget limitations and County travel policies.

SECTION 11. PROFESSIONAL DEVELOPMENT,

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual IACP and Georgia Chiefs Conferences, Southwest Georgia Sheriffs & Chiefs Intelligence Network, and such other national, regional, state and local government groups and committees thereof which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

B. Employer also agrees to budget and pay for the reasonable travel and

subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

SECTION 12. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 13. INDEMNIFICATION.

Employer shall defend Employee, either through liability insurance or participation in an interlocal risk management agency, against any tort, professional liability claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Employer or its insurer may litigate, compromise, and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Employee's consent.

SECTION 14 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. Employer, in consultation with the Employee, shall fix any such other terms and conditions that are not inconsistent with or in conflict with the provisions of this Agreement, County Resolutions or any other law or policy.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

SECTION 15. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Chairman

Board of Commissioners of Dougherty County, Georgia
Post Office Box 1827
Albany, Georgia 31702

Employee: Kenneth Johnson, Police Chief
Dougherty County, Georgia
1722 Whisperwood Street
Albany, Georgia 31721

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 16. ASSIGNMENT,

This Agreement shall be binding upon the Employer, Dougherty County, Georgia and any successor government into which the County may hereafter be merged, unified or consolidated. Performance by the Employee is not assignable.

SECTION 17. GENERAL PROVISIONS,

A. This Agreement contains the entire agreement between the parties with respect to the subject matter of the agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

[Signatures to appear on next page]

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

EMPLOYEE

_____(L.S.)
Kenneth Johnson

Attest:

Clerk, Dougherty County, Georgia

Approved as to form:

Alex M. Shalishali, County Attorney
Dougherty County, Georgia