



REGULAR MEETING

March 06, 2023
10:00 AM

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

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are optional for all meeting participants.

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. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the February 6th Regular Meeting and February 13th Work Session. **ACTION:**
6. 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. Aspire Behavioral Health and Developmental Disability Services, Community Support Day Coordinator, Kathy Revell, and representatives present to accept the proclamation recognizing Developmental Disabilities Awareness Month in Dougherty County.
 - b. Rushabh Patel present to provide an update on the convenience store located on Liberty Expressway. City of Albany Inspector, Patrick "PJ" Ranew is available to address.
 - c. Chief Kenneth Johnson present to update the Commission with the annual report for the Dougherty County Police.

- d. Director Sam Allen present to update the Commission with the annual report for the Dougherty County Emergency Medical Services Department.

7. Purchases.

- a. Consider for action the Resolution providing for the acceptance of the bid from the lowest responsive and responsible bidder, BHM Farms, LLC DBA South Georgia Turf Care (Leesburg, Ga) for the Public Works Right of Way Mowing Project in the amount of \$52,797.96, subject to the execution of the contract by the County Administrator. Funding is budgeted in the Special Tax District. **ACTION:**
- b. Consider for action the Resolution providing for the acceptance of the bid from the lowest responsive and responsible bidder, Pro Outdoor (Albany, Ga) for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project in the amount of \$70,081.08, subject to the execution of the contract by the County Administrator. Funding is budgeted in ARPA. **ACTION:**
- c. Consider for action the Resolution providing for the acceptance of the bid from the lowest responsive and responsible bidder, Ray the Handyman (Ashburn, Ga) for the Public Works County Parks Mowing Project in the amount of \$116,040, subject to the execution of the contract by the County Administrator. Funding is budgeted in ARPA. **ACTION:**
- d. Consider for action the purchase of ten pole cameras for Dougherty County Police from Flock Safety (Atlanta, GA) in the amount of \$58,500. The payment amount will be broken down into two annual payments (year #1 \$31,000 and year #2 \$27,500). Funding is budgeted in the Special Services District Fund. **ACTION:**

8. Additional Business.

- a. Consider for action the Resolution providing for the acceptance and execution of the Judicial Alternatives of Georgia (JAG) Probation Services Agreement on behalf of the Superior Court of Dougherty County effective January 1, 2023. **ACTION:**
- b. Consider for action the Resolution providing for the acceptance and execution of the Judicial Alternatives of Georgia (JAG) Probation Services Agreement on behalf of the Magistrate Court of Dougherty County effective January 1, 2023. **ACTION:**
- c. Consider for action the Resolution providing for the revision of the Dougherty County Board of Commissioner's COVID Guidelines and discontinue paid leave under FFCRA (Families First Corona Virus Response Act) and ARPA (American Rescue Plan) effective March 6, 2023. **ACTION:**
- d. Consider for action the required Resolutions updating the authorized personnel for the Georgia Fund I accounts and accepting the required Resolutions authorizing Georgia Fund I to accept funding for the LGIP account. **ACTION:**
- e. Consider for action the proposed Board Appointment. ***Appointments are made by nominations.***

Dougherty County Development Authority- One (1) appointment with a four year unexpired term ending December 31, 2023. There is one new applicant: Michael Tabarrok. **ACTION:**

- f. Consider for action the adoption of the General Services Administration (GSA) 2023 mileage rate for 2023. The 2023 GSA mileage rate is 65.5 cents per mile, up 7 cents from the rate for 2022 mileage, which was 58.5 cents per mile. The current county rate is \$0.485. County Administrator Michael McCoy will address. **ACTION:**

9. Updates from the County Administrator.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. 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

February 6, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on February 6, 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, Anthony Jones, Clinton Johnson and Ed Newsome. Also present were, County Attorney Alex Shalishali, Deputy County Clerk Bristeria Hope, 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. County Administrator Michael McCoy and County Clerk Jawahn Ware were absent.

After the invocation and Pledge of Allegiance by the Chairman, he called for approval of the minutes of the January 9th Regular Meeting.

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

The Chairman recognized Sherwood Christian Academy Headmaster, Kenny Roberts, Varsity Football team, Cheer Squad and Head Coaches for their recent accomplishments and accept the proclamation from the Board of Commissioners commemorating the season. The proclamation read as follows:

**A PROCLAMATION
BY THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA
COMMEMORATING THE EXTRAORDINARY SEASON OF THE SHERWOOD
CHRISTIAN ACADEMY EAGLES FOOTBALL TEAM.**

WHEREAS, the State Champion Sherwood Christian Academy Eagles football team, led by head coach, Kenneth Roberts, achieved a historic season this year, finishing No. 1 in the State of Georgia and 295th nationally;

WHEREAS, in winning the Georgia Association of Private and Parochial Schools AA Division 8-Man Football State Championship on November 25, 2022, the Eagles won their second football state championship in school history;

WHEREAS, on October 21, 2022, the Eagles also won the Georgia Association of

Private and Parochial Schools Region 2AA Championship, which was its fourth region championship in school history:

WHEREAS, the Eagles finished their historic 2022 Season with eleven wins and one loss;

WHEREAS, the Eagles were led by seniors William Price, Hudson Carter, Graham Anderson and Maddox Powers, and featured All-State and All-Region players William Price, Hudson Carter, Graham Anderson, Easton Enfinger, and Tripp Roberts along with other key contributors;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Dougherty County acknowledges Sherwood Christian Academy for its historic championship season. As a Board we wish to extend our warmest congratulations to the SCA Eagles football team and commend them for the pride they brought to Dougherty County.

This the 6th day of February, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman
Dougherty County Commission

The Chairman recognized citizen Corinth Taylor to share concerns about the most recent tax sale. He mentioned that he purchased some property at the tax sale and the house was in demolition. His concern was that no one informed him of the demolition of the property. Chairman Heard redirected him to Attorney Shalishali. Commissioner Gray shared an overview of the overlapping process between the City of Albany and Dougherty County.

The Chairman called for consideration of the resolution providing for the acceptance of the bid from the lowest, most responsive and responsible vendor Preventia Security (Albany, Ga) to replace the fire alarm system for the Department of Human Services in the amount of \$72,333.73, subject to the execution of the contract by the County Administrator. Funding is budgeted in DHS CIP.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 23-002 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND
EXECUTION OF THE CONTRACT TO ACCEPT THE BID TO
REPLACE THE FIRE ALARM SYSTEM FOR THE DEPARTMENT OF
HUMAN SERVICES FROM THE LOWEST RESPONSIVE AND
RESPONSIBLE VENDOR MEETING SPECIFICATIONS, PREVENTIA
SECURITY; 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 of the bid from the most responsive and responsible vendor Metro Waterproofing (Scottdale, Ga) to weatherproof and restore the exterior wall for the Dougherty County Health Department in the amount of \$135,000, subject to execution by the County Administrator. Funding is budgeted in SPLOST VII.

Commissioner Jones moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously. Resolution 23-003 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND
EXECUTION OF THE CONTRACT TO ACCEPT THE BID TO
WEATHERPROOF AND RESTORE THE EXTERIOR WALL FOR
THE DOUGHERTY COUNTY HEALTH DEPARTMENT FROM
THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR
MEETING SPECIFICATIONS, METRO WATERPROOFING;
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 of the bid from the most responsive and responsible vendor Crosby Roofing and Gutter, LLC (Macon, Ga) to provide roof restoration services for the Albany Rescue Mission in the amount of \$57,500, subject to the execution of the contract by the County Administrator. Funding is budgeted in ARPA.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 23-004 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF THE CONTRACT TO ACCEPT THE BID TO PROVIDE ROOF RESTORATION SERVICES FOR THE ALBANY RESCUE MISSION FROM THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING SPECIFICATIONS, CROSBY ROOFING AND GUTTER, LLC; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution providing for the amendment of Section II-4: Compensation Administration of the Dougherty County Board of Commissioners Personnel Policies & Procedures manual retroactive on January 1, 2023.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 23-005 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE COMPENSATION ADMINISTRATION OF THE DOUGHERTY COUNTY BOARD OF COMMISSIONERS PERSONNEL POLICIES AND PROCEDURES MANUAL; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution declaring the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 23-006 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION DECLARING AS SURPLUS THE
ATTACHED LIST OF EQUIPMENT AND VEHICLES;
PROVIDING FOR DISPOSAL OF OR SALE OF SAME VIA
AN ONLINE AUCTION; REPEALING PRIOR RESOLUTIONS
IN CONFLICT; AND FOR OTHER PURPOSES

The Chairman called for consideration of the proposed Board appointments:

Upon nomination by Commissioner Johnson, Julian Marcus was appointed to the Golden Triangle RC&D Council for a two-year unexpired term ending December 31, 2024. He received four ayes from Commissioner Johnson, Commissioner Edwards, Chairman Heard and Commissioner Gaines and two nays. The nomination for David Gregors made by Commissioner Gray failed by receiving only two votes from Commissioner Gray and Commissioner Newsome. Commissioner Jones abstained from this nomination due to personal conflict.

Upon appointment by Chairman Heard, Rhonda Stewart was appointed to the Retirement Fund Committee for a four-year unexpired term ending December 31, 2026 as the citizen appointee.

The Chairman called for the consideration of a budget amendment to the FY23 approved budget for the Tax Department. The Commission approved Cell Tower Solutions to re-evaluate the cell towers in Dougherty County in the January 23, 2023 Regular Meeting. The total cost for the re-valuation is \$170,000 and the amount was not budgeted. The recommendation is to utilize the Fund Balance to increase the FY23 Budget. Finance Director Martha Hendley addressed.

Commissioner Johnson moved for approval. Commissioner Gray seconded the motion. Under discussion, Ms. Josey shared that Cell Tower Solutions will start working next month. Commissioner Gaines asked for a report after the completion of the reevaluation. Ms. Josey said that an update will be provided around the tax digest time. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to accept the Criminal Justice Coordinating Council (CJCC) VOCA Grant # C22-8-076 for FY 2022-2023 in the amount of \$210,319. The local matching funds amount of \$52,580 was waived for all offices. The grant acceptance is required annually. Donna Garcia, Victim Witness Assistance Director addressed. Ms. Garcia said that there is a new requirement that involves a copy of the approved minutes by the Board to be included with the grant.

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

Commissioner Edwards asked that a discussion regarding the youth programs be placed on the work session. Commissioner Gaines wanted an update on the goals from the retreat. Chairman Heard shared that the report will be ready within 30 days.

There being no further business to come before the Commission, the meeting adjourned at 10:34 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

February 13, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on February 13, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, County Clerk Jawahn Ware and other staff. The public and representatives of the media participated in person via live streaming of the meeting on the County's Facebook page and the government public access channel. After the roll call, Chairman Heard provided an invocation.

The Chairman asked the Commission to review the minutes of the January 23rd Regular Meeting, January 27th Annual Retreat and January 30th Work Session.

The Chairman recognized Bárbara Rivera Holmes, President and CEO, and Bridges Sinyard, Government Affairs Division Chairman, Albany Area Chamber of Commerce to update the Commission on the inaugural class of the nonpartisan Political Leadership Institute. Ms. Holmes shared that the primary goal was to get citizens engaged in the community. Members of the class were recognized and the Board provided sentiments.

The Chairman called for a discussion to accept the bid for Facilities Management to replace the flooring at the Dougherty County Police Department from Katz Flooring Covering (Leesburg, GA) in the amount of \$86,500. Five bids were received with the highest being \$250,000. Funding is budgeted in SPLOST VII. County Administrator Michael McCoy addressed. Facilities Management Director Heidi Hailey and City of Albany Buyer Ricky Gladney were present.

The Chairman called for a discussion to purchase three pumper trucks for use by the Albany Fire Department from Ten8 Fire and Safety Equipment of Georgia, LLC (Forsyth, GA) in the amount of \$3,020,103. Ten8 Fire and Safety is the authorized distributor for the Sourcewell Contract vendor Pierce Manufacturing. The pumpers will be the 2026 model and approval is requested because delivery is anticipated approximately 36 months after the order is received. Funding will be budgeted in SPLOST VIII. County Administrator Michael McCoy addressed. City of Albany Fleet Management Department Asset Supervisor Dale Henry was present. Mr. McCoy said that there are supply chain issues and we will have to wait 36 months, so approval is needed now for the replacement. He added that this will work well for the County because we will be collecting the funds. Chief Scott addressed the Board's questions and shared future needs. He provided updates on the ISO ratings, the trucks that would be impacted and shared short-term life-saving measures. Commissioner Johnson would like water needs to still be considered. Commissioner Edwards' concern was addressed by Chief Scott about the County logo being placed on the vehicles purchased by Dougherty County. In layman's terms, the Chief shared that it is not in the best interest [for any government] to draw unneeded

attention or create a problem that does not exist with the vehicles. Chief stated that it is not hidden how fire protection is provided and the City is the County's provider. Commissioner Edwards still requested to have the decal on the vehicles, and he wanted suggestions from Chief Scott and PIO Wendy Howell. Chairman Heard proposed that he speak to the Mayor on this matter. It was not clear how action would pursue. Other comments and concerns were shared by the Board.

The Chairman called for a discussion to approve the alcohol application from R and S 2023 LLC., Saif Ullah licensee, dba R and S Food Mart, at 700 Cordele Rd for Package- Beer. The Albany-Dougherty Marshal's Office recommended approval. Chief Deputy Anthony Donaldson, Code Enforcement Department, addressed. Commissioner Edwards had a question regarding a citizen not being able to use a vendor's restroom and wanted the Commission to enforce allowing the public to use the restrooms. Chief Donaldson responded with the different entity's role in the process and Attorney Shalishali said that he would do further research.

Commissioner Edwards asked that the youth program be placed on a work session to develop the program before the summer. Mr. McCoy shared that the information is pending prior to the Recreation Meeting being released on February 27, 2023. Commissioner Jones announced the recognition of United Way's 211 Day.

There being no further business to discuss the Commission the meeting adjourned at 11:12 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

Board Of Commissioners

Dougherty County Georgia



Proclamation

RECOVERY MONTH 2023 PROCLAMATION BY

Whereas: Individuals with intellectual/developmental disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people;
And,

Whereas: the most effective way to increase this awareness is through connections to the community, employers, and building healthy relationships and openness to seeing everyone makes important contributions to their community.
And,

Whereas: policies must be developed, attitudes shaped, and opportunities offered for citizens with intellectual/developmental disabilities to live as independently and productively as possible in our community;
And,

Whereas: we encourage all citizens to support opportunities for people with disabilities that include full access to education, housing, employment, and recreational activities;
And,

Now, therefore, we, Dougherty County Board of Commissioners, do hereby proclaim March 2023 as

INTELLECTUAL/DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and offer full support to ASPIRE Behavioral Health and Developmental Disabilities and their efforts that assist people with intellectual/developmental disabilities to make choices that enable them to live a 'Life Without Limits';

Furthermore, we urge all citizens to take time to connect with someone with a disability and to discover how they live 'Life Without Limits'. Every person holds a promise to encourage, empower, and inspire others.

IN WITNESS WHEREOF, we have hereunto set our hand and caused our seal this 6th day of March, in the year two thousand and twenty-three.



**BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA**

Lorenzo L. Heard, Chairman

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF THE CONTRACT TO ACCEPT THE BID FOR THE PUBLIC WORKS RIGHT OF WAY MOWING PROJECT FROM THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING SPECIFICATIONS, BHM FARMS, LLC, DBA SOUTH GEORGIA TURF CARE; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia issued an invitation to bid for the Public Works Right of Way Mowing Project and received six bids with highest submitted in the amount \$297,306.00;

WHEREAS, the Dougherty County Administrator and Public Works Director recommend that Dougherty County, Georgia accept the bid for the Public Works Right of Way Mowing Project from the lowest responsive and responsible vendor meeting specifications, BHM Farms, LLC, DBA South Georgia Turf Care out of Leesburg, Georgia, in the amount of \$52,797.96, subject to execution by the County Administrator;

WHEREAS, funding for the Public Works Right of Way Mowing Project is budgeted in the Special Tax District; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing the contract to accept the bid for the Public Works Right of Way Mowing Project with BHM Farms, LLC, DBA South Georgia Turf Care attached hereto and specifically incorporated herein by reference.

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 contract to accept the bid from BHM Farms, LLC, DBA South Georgia Turf Care for the Public Works Right of Way Mowing Project is hereby approved and the County Administrator is hereby authorized to execute same. The County Administrator is hereby authorized to execute any and all other documents necessary to full implementation of said contract.

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

This the 6th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

DATE: February 22, 2023

TITLE:	DOCO Right-of-Way Mowing	DEPARTMENT:	Public Works
REFERENCE NUMBER:	23-056	ACCOUNT #:	2704227.522140
OPENING DATE:	01/31/2023	BUDGETED AMOUNT:	\$90,000
BUYER:	Tina Strassenberg	DEPARTMENT CONTACTS:	Chuck Mathis, PW Director

Chvetta Fields
Chvetta Fields, Director

RECOMMENDATION:

Recommend approval to contract with BHM Farms, LLC d/b/a South Georgia Turf Care, of Leesburg, GA, to provide Right-of-Way Mowing Services as per the specifications and bid documents of Bid Ref #23-056. The contract will be for a one-year contract with four optional renewal periods.

The lowest responsive and responsible bid was \$106.02 per mile, for an estimated annual expense of \$52,797.96.

BACKGROUND INFORMATION:

Bid Reference #23-056 was advertised in the Albany Herald, on the city website, on local Channel 16 and published through the Georgia Procurement Registry website. Twelve companies were directly solicited. Five potential bidders attended the Pre-Bid Conference on 01/19/2023. The bid opening was held on 01/31/2023. Six responsive and responsible bids were received, one bid was received late and was not opened.

COUNTY ADMINISTRATOR ACTION:

APPROVED DISAPPROVED HOLD

COMMENTS:

2/24/23
DATE

Jawahn Wae
COUNTY CLERK

Documents Attached:

Bid Tabulation

CENTRAL SERVICES

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF THE CONTRACT TO ACCEPT THE BID FOR THE PUBLIC WORKS RIVERFRONT PARK LANDSCAPING AND LAWN MAINTENANCE RIVER PARK AND RESOURCE CENTER PROJECT FROM THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING SPECIFICATIONS, PRO OUTDOOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia issued an invitation to bid for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project and received five bids with highest submitted in the amount \$110,075.00;

WHEREAS, the Dougherty County Administrator and Public Works Director recommend that Dougherty County, Georgia accept the bid for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project from the lowest responsive and responsible vendor meeting specifications, Pro Outdoor out of Albany, Georgia, in the amount of \$70,081.08, subject to execution by the County Administrator;

WHEREAS, funding for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project is budgeted in the ARPA; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing the contract to accept the bid for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project with Pro Outdoor attached hereto and specifically incorporated herein by reference.

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 contract to accept the bid from Pro Outdoor for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project is hereby approved and the County Administrator is hereby authorized to execute same. The County Administrator is hereby authorized to execute any and all other documents necessary to full implementation of said contract.

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

This the 6th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

DATE: February 22, 2023

TITLE: **Riverfront Park Landscaping & Lawn Maintenance** DEPARTMENT: **Public Works**
 REFERENCE NUMBER: **23-057** ACCOUNT #: **2216220.522270**
 OPENING DATE: **01/31/2023** BUDGETED AMOUNT: **\$60,360.00**
 BUYER: **Tina Strassenberg** DEPARTMENT CONTACTS: **Chuck Mathis, PW Director**

Gvette Fields
 Gvette Fields, Director

RECOMMENDATION:

Recommend approval to contract with Pro Outdoor, LLC, of Albany, GA, to provide Landscaping and Mowing Services for Riverfront Park, Turtle Park and the Riverfront Resources areas, as per the specifications and bid documents of Bid Ref #23-057. The contract will be for a one-year contract with four optional renewal periods.

The lowest responsive and responsible bid was \$70,081.08 estimated annual expense.

BACKGROUND INFORMATION:

Bid Reference #23-057 was advertised in the Albany Herald, on the city website, on local Channel 16 and published through the Georgia Procurement Registry website. Twelve companies were directly solicited. Nine potential bidders attended the Pre-Bid Conference on 01/19/2023. The bid opening was held on 01/31/2023. Five responsive and responsible bids were received.

COUNTY ADMINISTRATOR ACTION:

APPROVED () DISAPPROVED () HOLD

COMMENTS: _____

2/24/23
 DATE

Lawahn E. Wade
 COUNTY CLERK

Documents Attached:

Bid Tabulation

CENTRAL SERVICES

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF THE CONTRACT TO ACCEPT THE BID FOR THE PUBLIC WORKS MOWING PROJECT FROM THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING SPECIFICATIONS, RAY THE HANDYMAN; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia issued an invitation to bid for the Public Works Mowing Project and received thirteen bids with highest submitted in the amount \$263,880.00;

WHEREAS, the Dougherty County Administrator and Public Works Director recommend that Dougherty County, Georgia accept the bid for the Public Works Mowing Project from the lowest responsive and responsible vendor meeting specifications, Ray the Handyman out of Ashburn, Georgia, in the amount of \$116,040.00, subject to execution by the County Administrator;

WHEREAS, funding for the Public Works Mowing Project is budgeted in the ARPA; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing the contract to accept the bid for the Public Works Mowing Project with Ray the Handyman attached hereto and specifically incorporated herein by reference.

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 contract to accept the bid from Ray the Handyman for the Public Works Mowing Project is hereby approved and the County Administrator is hereby authorized to execute same. The County Administrator is hereby authorized to execute any and all other documents necessary to full implementation of said contract.

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

This the 6th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

DATE: February 22, 2023

TITLE:	County Park Mowing	DEPARTMENT:	Public Works
REFERENCE NUMBER:	23-058	ACCOUNT #:	2216220.522140
OPENING DATE:	01/31/2023	BUDGETED AMOUNT:	\$200,000.00
BUYER:	Tina Strassenberg	DEPARTMENT CONTACTS:	Chuck Mathis, PW Director

Yvette Fields
Yvette Fields, Director

RECOMMENDATION:

Recommend approval to contract with Ray The Handyman, of Ashburn, GA, to provide County Park Mowing Services as per the specifications and bid documents of Bid Ref #23-058. The contract will be for a one-year contract with four optional renewal periods.

The lowest responsive and responsible bid was \$116,040.00 estimated annual expense

BACKGROUND INFORMATION:

Bid Reference #23-058 was advertised in the Albany Herald, on the city website, on local Channel 16 and published through the Georgia Procurement Registry website. Twelve companies were directly solicited. Eleven potential bidders attended the Pre-Bid Conference on 01/19/2023. The bid opening was held on 01/31/2023. Thirteen responsive and responsible bids were received.

COUNTY ADMINISTRATOR ACTION:

APPROVED () DISAPPROVED () HOLD

COMMENTS: _____

2/24/23
DATE

Lawrence Wae
COUNTY CLERK

Documents Attached:

Bid Tabulation

CENTRAL SERVICES



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: February 20, 2023
Meeting Date: February 27, 2023
Subject/Title: Pole Cameras for DCP
Presented for: Decision
Presenter: Michael McCoy, County Administrator

Statement of Issue:

DCP is requesting to purchase ten Pole Cameras to be installed at various locations throughout the county.

History/Facts and Issues:

DCP is requesting to purchase ten pole cameras from the sole source vendor Flock Safety in the amount of \$58,500. The payment amount will be broken down into two annual payments (year #1 \$31,000 and year #2 \$27,500). This quote includes the pole cameras, set-up, testing, and license plate readers with data retrieval capabilities. The pole cameras will be installed in various locations throughout Dougherty County and will assist in criminal investigations by analyzing vehicle license plates, state recognition, and vehicle attributes such as color, type, make, and objects.

Recommended Action:

Recommend Dougherty County Commission approves the purchase of pole cameras for a total expenditure of \$58,500 from Flock Safety (Atlanta, GA).

Funding Source:

Special Services District Fund

**A RESOLUTION
ENTITLED**

A RESOLUTION TO APPROVE THE FIVE YEAR RENEWAL OF THE JUDICIAL ALTERNATIVES OF GEORGIA, INC, PROBATION SERVICES AGREEMENT WITH THE SUPERIOR COURT OF DOUGHERTY COUNTY EFFECTIVE JANUARY 1, 2023; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia approved on February 5, 2018, the adoption and execution of a Probation Services Agreement between Judicial Alternatives of Georgia, Inc., and Dougherty County, Georgia, the State Court of Dougherty County, the Magistrate Court of Dougherty County and the Superior Court of Dougherty County;

WHEREAS, the Dougherty County Administrator recommends the approval of a five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Superior Court of Dougherty County effective January 1, 2023;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Superior Court of Dougherty County effective January 1, 2023;

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 five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Superior Court of Dougherty County effective January 1, 2023, is hereby approved. The County Administrator is hereby authorized to execute any and all other documents necessary for full execution and implementation of the five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Superior Court of Dougherty County.

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

This the 6th day of March, 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 Superior 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, 2023** and shall continue until **December 31, 2027** 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

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 **Superior 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 **Superior 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 **Superior 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

Superior Court of Dougherty County

Honorable Willie E. Lockette
225 Pine Ave.
Albany, Georgia 31701

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 1st DAY OF January, 2013.

PROBATION SERVICES CONTRACTOR:

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

By: [Signature]
Name: Michael A. McCoy
Title: County administrator
Dougherty County, Georgia

By: [Signature]
Chief Judge: Honorable Willie E. Lockette
Court: Superior 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	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (9 hour course)
Responsible Behavior	\$150.00 (8 hour course)

**A RESOLUTION
ENTITLED**

A RESOLUTION TO APPROVE THE FIVE-YEAR RENEWAL OF THE JUDICIAL ALTERNATIVES OF GEORGIA, INC, PROBATION SERVICES AGREEMENT WITH THE MAGISTRATE COURT OF DOUGHERTY COUNTY EFFECTIVE JANUARY 1, 2023; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia approved on February 5, 2018, the adoption and execution of a Probation Services Agreement between Judicial Alternatives of Georgia, Inc., and Dougherty County, Georgia, the State Court of Dougherty County, the Magistrate Court of Dougherty County and the Superior Court of Dougherty County;

WHEREAS, the Dougherty County Administrator recommends the approval of a five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Magistrate Court of Dougherty County effective January 1, 2023;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Magistrate Court of Dougherty County effective January 1, 2023;

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 five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Magistrate Court of Dougherty County effective January 1, 2023, is hereby approved. The County Administrator is hereby authorized to execute any and all other documents necessary for full execution and implementation of the five-year renewal of the Judicial Alternatives of Georgia, Inc., Probation Services Agreement with the Magistrate Court of Dougherty County.

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

This the 6th day of March, 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 **Magistrate 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, 2023 and shall continue until December 31, 2027 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 8b.

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 **Magistrate 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 **Magistrate 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 **Magistrate 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

Magistrate Court of Dougherty County

Honorable Baxter C. Howell
225 Pine Ave.
Albany, Georgia 31701

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 12th DAY OF December, 2022

PROBATION SERVICES CONTRACTOR:

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

By: Michael A. McCoy
Name: Michael A. McCoy
Title: County administrator
Dougherty County, Georgia

By: Baxter C. Howell
Chief Judge: Honorable Baxter C. Howell
Court: Magistrate 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	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Ext. Program	\$300 (14 weekly sessions)
Anger Management Program	\$175.00 (9 weekly sessions)
Responsible Behavior	\$150.00 (8 hour course)

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE REVISION OF THE DOUGHERTY
COUNTY BOARD OF COMMISSIONER’S COVID GUIDELINES AND
DISCONTINUANCE OF PAID LEAVE UNDER THE FAMILIES FIRST CORONA
VIRUS RESPONSE ACT AND AMERICAN RESCUE PLAN ACT; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia approved the Dougherty County Board of Commissioner’s COVID Guidelines, which among other things, provided for paid leave under the Families First Corona Virus Response Act (FFCRA) and American Rescue Plan Act (ARPA);

WHEREAS, the Dougherty County Administrator and Interim Human Resources Director recommend the revision of the Dougherty County Board of Commissioner’s COVID Guidelines and discontinuance of paid leave under FFCRA and ARPA;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of revising of the Dougherty County Board of Commissioner’s COVID Guidelines and discontinuing paid leave under FFCRA and ARPA;

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 Revised Dougherty County Board of Commissioner’s COVID Guidelines reflecting the discontinuance of paid leave under FFCRA and ARPA is hereby approved. The County Administrator is hereby authorized to execute any and all other documents necessary to full implementation of the Revised Dougherty County Board of Commissioner’s COVID Guidelines.

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

This the 6th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



Dougherty County COVID-19 Guidelines

Dougherty County is focused on providing our employees with information and available resources to assist them with navigating through this unusual and uncharted period in our country’s history. We are continuously monitoring and developing continuity plans to ensure our teams are well-positioned to continue providing essential services to our residents throughout the COVID-19 pandemic.

Our new normal is changing daily and we are continually adapting our operations and solutions as a result. We are making strides to develop and evolve our resources available to employees during these uncertain times. The following guidelines are shared to provide employees with baseline information for leave usage and available resources. As the situation evolves, our priority remains the health and wellbeing of our employees. Stay well and know that we sincerely recognize the gravity of the current situation. Our entire leadership team is ready and willing to support you in any way that we can.



Guidelines to Prevent and Reduce Transmission Among Employees

PREVENTION



WASH HANDS WITH WATER AND SOAP/SANITIZER, AT LEAST 20 SECONDS



AVOID CONTACT WITH SICK PEOPLE



DON'T TOUCH EYES, NOSE OR MOUTH WITH UNWASHED HANDS



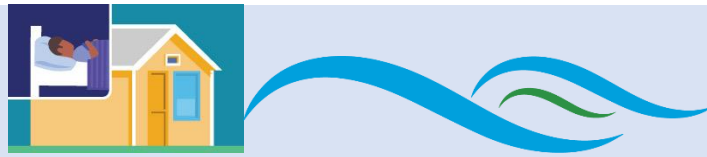
WEAR A MASK



AVOID CROWDED PLACES

- The mandatory mask mandate is no longer in affect. Although not required, employees, visitors and citizens that wish to continue to wear a mask are encouraged to do so.
- Staggered lunch schedules/breaks may be administered to avoid congregations in break rooms.

- Practice routine cleaning and disinfection of frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. Clean and disinfect them before and after use.
- Employees are encouraged to:
 - Wash their hands often with soap and water for at least 20 seconds or to use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching their eyes, nose, and mouth with unwashed hands.
 - Cover their mouth and nose with a tissue when coughing or sneezing or use the inside of their elbow. Throw used tissues into no-touch trash cans and immediately wash hands with soap and water for at least 20 seconds.



Guidelines for Employees Exhibiting Symptoms

COVID-19 Symptoms:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Fever or Chills • Cough • Shortness of breath or difficulty breathing • Fatigue • Muscle or body aches | <ul style="list-style-type: none"> • Headache • New loss of taste or smell • Sore throat • Congestion or runny nose • Nausea or vomiting • Diarrhea |
|--|---|

Employees that Exhibit Symptoms

- Employees who have symptoms should notify their supervisor and **NOT report to work.**
 - **Employees who report to work and exhibit symptoms will be removed from the workplace.**
- 1. Get tested (Local testing facilities are listed on pages 6 & 7).
- 2. Provide instructions from the medical provider and test results *immediately* to your supervisor.
- 3. Follow the directives of the Medical Provider (i.e., self-isolate the designated number of days and/or recommendation to retest).
- 4. ***Employee should complete an FMLA application and utilize available sick/annual leave during this period.***



Guidelines for Employees that Test Positive

Employees that test Positive for COVID-19

- **Employee should isolate for 5 days and NOT report to work.**
- Provide instructions from the medical provider *immediately* to your supervisor.
- Follow the directives of the Medical Provider (i.e., self-isolate the designated number of days and/or recommendation to retest).
- Employee may return to work under the following conditions:
 - At least 5 days have passed since symptoms first appeared with proof of a negative test result **AND**
 - At least 24 hours have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in symptoms (e.g., cough, shortness of breath) **AND**
- Employees that are asymptomatic or do not have any symptoms may return to work after day 5; with proof of a negative test result.
- If employee continues to have fever or your other symptoms have not improved after 5 days of isolation, employee should wait to end isolation until fever free for 24 hours with the use of fever-reducing medication and other symptoms have improved.
- ***Employee should complete an FMLA application and utilize available sick/annual leave during this period.***



Guidelines for Employees Exposed to COVID-19

- Employees who have been in close contact with someone who has COVID-19 should quarantine for 5 days and monitor their health.
 - Close contact means:
 - You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more over a 24-hour period,
 - You provided care at home to someone who is sick with COVID-19.
 - You had direct physical contact with the person (hugged or kissed them).
 - You shared eating or drinking utensils.
 - They sneezed, coughed, or somehow got respiratory droplets on you.

- Employee may return to work:
 - After day 5 with a negative test result.
 - Should employee become symptomatic, refer to the guideline for “Employees Exhibiting Symptoms”
- Employee should update their supervisor *immediately*.
- ***Employee should complete an FMLA application and utilize available sick/annual leave during this period.***



Guidelines for Employees who have been Ordered to Quarantine

- Employee should NOT report to work.
- Employee should update their Supervisor *immediately* and submit an electronic copy of their orders.
- Follow the directives of the Medical Provider (i.e., self-quarantine the designated number of days and/or recommendation to retest).
- ***Employee should complete an FMLA application and utilize available sick/annual leave during this period.***



Guidelines for Essential Workers

- Employees who are considered essential workers may follow the aforementioned guidelines, unless the Department has been designated by the Department Manager as having a critical staff shortage.
- If your Department has a critical staff shortage designation and you have been exposed to COVID-19:
 - Notify your supervisor immediately.
 - Take your temperature before work.
 - Wear a face mask at all times.
 - Practice social distancing in the workplace, as work duties permit.
 - DO NOT report to work or stay at work if you become sick.
 - DO NOT congregate in the break room or other crowded places.
 - DO NOT share headsets or objects used near the face.
- If your Department has a critical staff shortage designation and you have tested positive for COVID-19 and have no symptoms:

- Notify your supervisor immediately.
- Your supervisor may modify the length of time that you are able to quarantine based on staff needs. If you must report to work:
 - Take your temperature before work.
 - **Wear a face mask at all times.**
 - Practice social distancing in the workplace, as work duties permit.
 - DO NOT report to work or stay at work if you become sick.
 - DO NOT congregate in the break room or other crowded places.
 - DO NOT share headsets or objects used near the face.
- If your Department has a critical staff shortage designation and you have tested positive for COVID-19 and have symptoms:
 - Notify your supervisor immediately.
 - Your supervisor may modify the length of time that you are able to quarantine based on staff needs.



Available Testing Resources:

Phoebe Corporate Health

- Both the traditional PCR test and the Rapid Antigen Test (on-site) are currently available.
- For the PCR Test, you must call 229-312-9220 to schedule an appointment

The Dougherty County Department of Health

- Both the traditional PCR test and the Rapid Antigen Test (on-site) are currently available.
- Appointments can be scheduled by calling 229- 352-6567.
- Online at <https://covid19.dph.ga.gov/en-US/>

QuickFix / Southern Spine & Health

- Both the traditional PCR test and the Rapid Antigen Test (on-site) are currently available.
- Appointments can be scheduled by calling (229) 405-8900, or in person at 2601 Stuart Ave #100, Albany, GA 31707.

Albany Urgent Care

- Both the traditional PCR test and the Rapid Antigen Test (on-site) are currently available.
- Appointments can be scheduled by calling (229) 496-2472, or in person at 2622 Dawson Rd, Albany, GA 31707.

OneSource Healthcare

- Both the traditional PCR test and the Rapid Antigen Test (on-site) are currently available.
- Appointments can be scheduled by calling (229) 439-1950, or in person at 701 N Slappey Blvd, Albany, GA 31701.

Available Vaccination Resources:

As a reminder, the Southwest Health District has expanded the Phases for the Covid-19 Vaccination to include all aged 12 and up.

Phoebe Corporate Health (Albany, Americus and Sylvester Locations) (Pfizer)	Appointments can be scheduled by calling 229-312-1919
The Dougherty County Department of Health (Moderna, Pfizer, & Johnson & Johnson)	Appointments can be scheduled by calling 229-352-6567, or online at https://dph.georgia.gov/covid-vaccine
Albany Area Primary Health (Moderna)	Appointments can be scheduled by calling the Northwest Albany location at 229-405-6196 or the South Albany location at 229-431-3120 or visit www.aaphc.org/coronavirus
U-Save-It Pharmacy (Moderna)	Appointments can be scheduled by calling any of their locations.
Publix (Moderna)	Appointments can be scheduled online by visiting https://www.publix.com/covid-vaccine
Walgreens (Moderna)	Appointments can be scheduled online by visiting https://www.walgreens.com/findcare/vaccination/covid-19
CVS	Appointments can be scheduled online by visiting https://www.cvs.com/immunizations/covid-19-vaccine

**A RESOLUTION
ENTITLED**

**A RESOLUTION TO ACCEPT THE REQUIRED RESOLUTIONS UPDATING THE
AUTHORIZED PERSONNEL FOR THE GEORGIA FUND 1 ACCOUNTS AND ACCEPTING
THE REQUIRED RESOLUTIONS AUTHORIZING GEORGIA FUND I TO ACCEPT FUNDING
FOR THE LGIP ACCOUNT WITH THE NEW ACCOUNT TO RECEIVE FUNDING FROM
THE OPIOID PANDEMIC; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia approved on July 30, 2018, A Resolution Entitled Georgia Fund 1 – Resolution To Authorize Investment for the purpose of allowing Dougherty County funds to be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool;

WHEREAS, the Dougherty County Administrator and Finance Director recommend acceptance of the required Resolutions updating the authorized personnel for the Georgia Fund I accounts and accepting the required Resolutions authorizing Georgia Fund I to accept funding for the LGIP account;

WHEREAS, the new account will receive funding from the Opioid Epidemic Litigation;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of accepting the required Resolutions updating the authorized personnel for the Georgia Fund I accounts and accepting the required Resolutions authorizing Georgia Fund I to accept funding for the LGIP account;

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 required Resolutions updating the authorized personnel for the Georgia Fund I accounts and required Resolutions authorizing Georgia Fund I to accept funding for the LGIP account is hereby approved. The new account will receive funding from the Opioid Epidemic Litigation. The County Administrator is hereby authorized to execute any and all other documents necessary for full execution and implementation of the required Resolutions updating the authorized personnel for the Georgia Fund I accounts and required Resolutions authorizing Georgia Fund I to accept funding for the LGIP account.

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

This the 6th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk