



MORGAN COUNTY COMMISSION

A G E N D A

March 16, 2021

5:00 PM

150 East Washington Street, Madison, GA
2nd Floor Meeting Room

Pledge and Invocation

Agenda Approval

Scheduled Public Comments

1. Tony Carpenter-Public Comment Regarding Sugar Bend Subdivision

Planning Commission New Business

2. Text Amendment to Article 4 and 5 of the Morgan County Zoning Ordinance - Table 4.2 Dimensional Requirements and Chapter 5.5 Minimum Required Yards and Building Setbacks.

New Business

3. Kofile - Indexing Project
4. Probation Services Agreement - Probate
5. Probation Services Agreement - Magistrate
6. HVAC Replacements
7. Newborn Road Compactor Site Prep
8. Compactor for Newborn Road
9. Weed Control/Fertilizer for Recreation Fields
10. Purchase of New Fire Truck
11. Commissioner Liaison Reports
12. Public Comments on Agenda Items

Agenda

Morgan County Board of Commissioners

March 18, 2021 --- 5:00 p.m.

To prove and correct an error in the deed of right of way of all public roads ^{Row} currently paved in Sugar Bend Subdivision.

This deed of right of way of public roads in Sugar Bend Subdivision presently paved and granted to Morgan County, dated January 1991, and duly recorded in Morgan County Clerk's Office, Morgan County, GA, has an error possibly a typo. (SEE THE DEED ATTACHED)

We will read the deed and show the language by description and as ^{REVISION TO ORIGINAL PLATT} revised ^{of ORIGINAL PLATT OF SURVEY} in a plat of survey drawn by Sheryl G. Sharp, RLS, in 1985 that Access Road in question typed into the deed is in error for entry, as is Fisher Way road not typed in (deleted, also an error). (FOR NOT HAVING BEEN CORRECTLY ENTERED PER THE REVISION DATED 6-27-85 APPROVED SEE THE REVISED PLATT OF SURVEY ATTACHED) (P. 2)

We must correct this error today. We all know what is on the ground per inspection today and has been since January 1991.

102

9100130

Elaine M. Mestor, Clerk
Morgan County Superior Court

DEED FOR PUBLIC ROAD RIGHT OF WAY
FILED Jan 23 1991
TIME 10 00 AM
RECORDED _____
BOOK 162 PAGE _____
R.H. Deet Deputy Clerk

Morgan County Commissioners

STATE OF GEORGIA,
COUNTY OF MORGAN:

This indenture, made this 8th day of January, 1991, by and between CHARLES A. CARPENTER, ARTHUR CARPENTER, III, CATHRYN CARPENTER VARALLI, and CONNIE ELLEN CARPENTER JOHNS, hereinafter jointly referred to as the Grantor, and MORGAN COUNTY, GEORGIA, acting through its Board of Commissioners presently consisting of Henry G. Carson, Walter Curtis Butler, Jr., John F. Nunn, S. J. Saffold, Jr. and Douglas E. Ewing, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, including the mutual benefits to be derived therefrom, has and does hereby grant, bargain, convey, sell and alien unto the said Grantee, its successors and assigns, the following described public road right-of-way, to-wit:

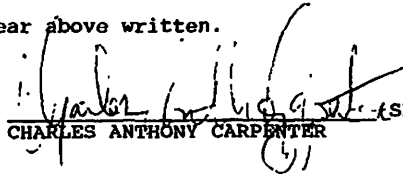
All those rights-of-way of those certain roads which are presently paved and which do provide an access to, through and in that certain subdivision known as Sugar Bend in the 278th G.M.D., Morgan County, Georgia, said roads being named and designated as Sugar Creek Trail, Carpenter Lane, Access Road and Covey Point as shown on the plats of survey of said subdivision which are of record in the Morgan County Superior Court Clerk's Office, consisting for the most part of a right-of-way of uniform width of approximately sixty (60) feet but at places being of a wider width, and being the streets shown on the following plats of survey, to-wit: Plat of survey by Perry Derrell Phelps, R.L.S., dated February of 1980, as revised, of record in Plat Book 11, page 140, Clerk's Office, Morgan Superior Court; plat of survey by Perry Derrell Phelps, R.L.S., dated February of 1980, as revised, of record in Plat Book 12, page 73, said Clerk's Office; plat of survey by Perry Derrell Phelps, R.L.S., dated February of 1980, as revised, of record in Plat Book 11, page 134, said Clerk's Office; and plat of survey by Sherald G. Sharp, R.L.S., dated January 6, 1986, of record in Plat Book 11, page 187, said Clerk's Office.

The Grantor has and does hereby convey full title to the aforesaid rights-of-way and the Grantor does further represent that it owns a clear and unencumbered fee simple title to said right-of-way and that it is therefore conveying the fee simple and unencumbered title to said property to the Grantee.

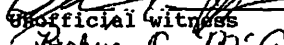
FILED JAN. 23, 1991 10:00AM RECORDED JAN. 24, 1991 BOOK 162 PAGE 102-105

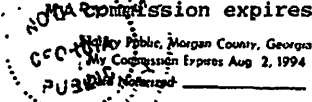
TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members, appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, in fee simple; and the said Grantor, the said bargained property above described unto the said Grantee, its successors and assigns, against the said Grantor, their successors and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend by virtue of these presents.


IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals and delivered these presents, the day and year above written.

 (SEAL)
 CHARLES ANTHONY CARPENTER

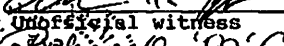
Signed, Sealed and Delivered the date above written in the presence of:

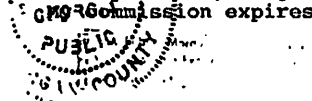

 Unofficial witness
 Notary Public, Morgan County, GA
 My Commission expires: _____


 Notary Public, Morgan County, Georgia
 My Commission Expires Aug 2, 1994

 (SEAL)
 ARTHUR CARPENTER, III

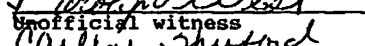
Signed, Sealed and Delivered the date above written in the presence of:

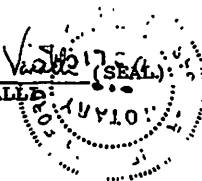

 Unofficial witness
 Notary Public, Morgan County, GA
 My Commission expires: _____


 Notary Public, Morgan County, Georgia
 My Commission Expires Aug 2, 1994

 (SEAL)
 CATHRYN CARPENTER VARALLE

Signed, Sealed and Delivered the date above written in the presence of:


 Unofficial witness
 Notary Public, Morgan County, GA
 My commission expires: 10-23-94


 Notary Public, Morgan County, Georgia
 My Commission Expires Aug 2, 1994

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Connie Ellen Carpenter Johns (SEAL)
CONNIE ELLEN CARPENTER JOHNS

Signed, Sealed and Delivered
the date above written in
the presence of:

Faye L King
Unofficial witness

John D. ...
Notary Public, *...* County, GA
My commission expires: *06 13 21*



ACCEPTANCE OF RIGHT OF WAY DEED

STATE OF GEORGIA,
COUNTY OF MORGAN:

The undersigned, Morgan County, Georgia, acting through its Board of Commissioners, hereby accepts delivery of the above and foregoing Deed for Public Road Right of Way.

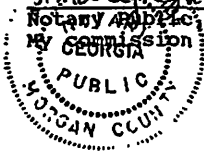
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal, this 9th day of January, 1991.

MORGAN COUNTY, GEORGIA, acting through its Board of Commissioners

By: Henry G. Carson
Henry G. Carson, Commissioner
John F. Nunn
John F. Nunn, Commissioner
Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Comm.
S. E. Saffold, Jr.
S. E. Saffold, Jr., Commissioner
Douglas E. Ewing
Douglas E. Ewing, Commissioner

This acceptance is made and executed by the Morgan County Board of Commissioners the date above written in the presence of:

Dwight Harris
Unofficial witness
Mary Jane Rice
Notary Public, Morgan Co., GA
My commission expires: _____



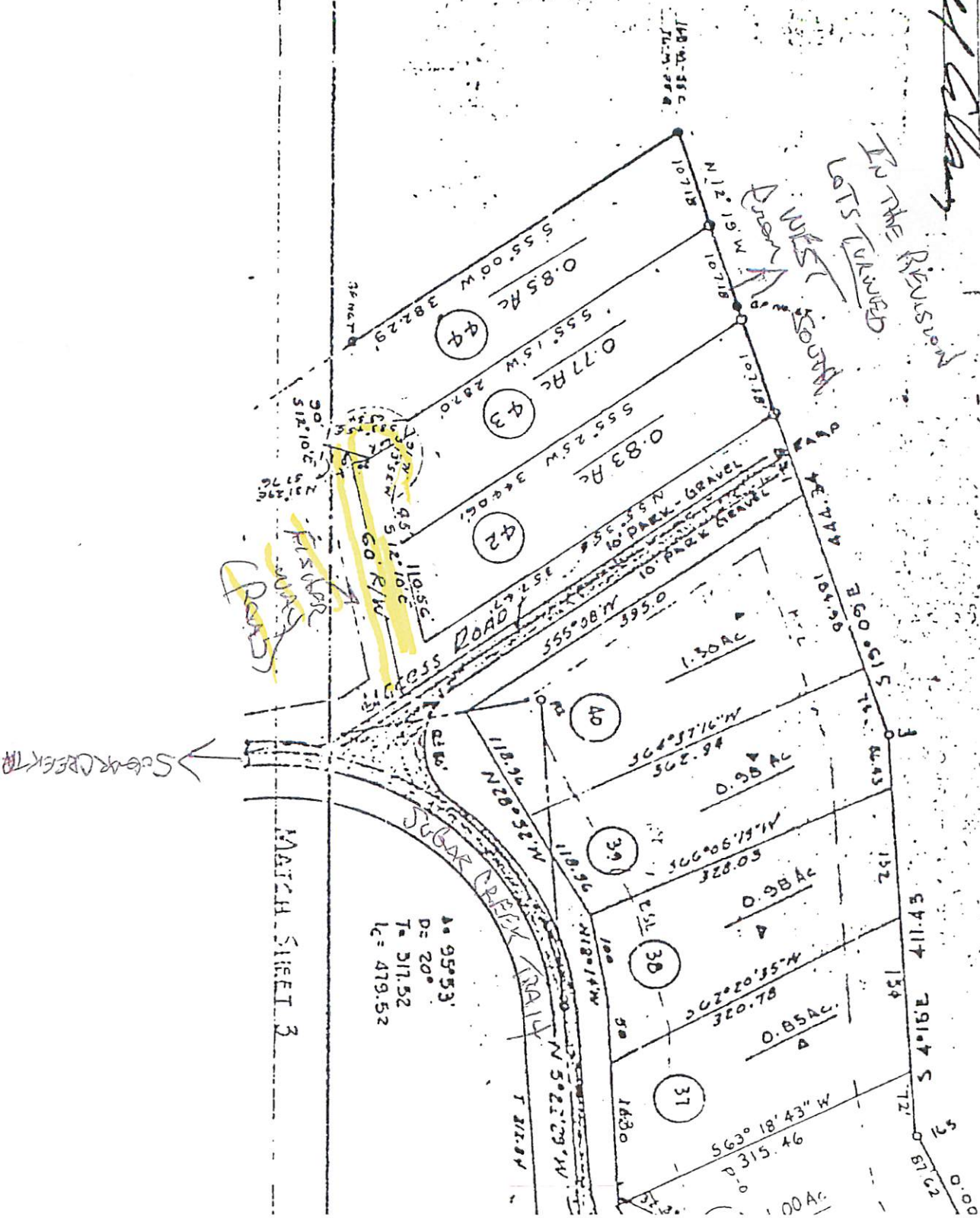
C:\MORGANCT\RIGHT-OF-WAY

105

Commission N. V. Vennart
Bill Vennart

Book 19
Page Superior Court

TIDAL TEST LOCATION



19-2

PRELIMINARY
APPROVED



STAFF REPORT

MORGAN COUNTY PLANNING COMMISSION

PETITION FOR: TEXT AMENDMENT

Applicant: Morgan County Planning & Development
Applicant's Agent: N/A
Zoning Ordinance: Morgan County Zoning Ordinance Articles 4 & 5

Summary

Morgan County Planning and Development is requesting a text amendment to Articles 4 & 5 of the Morgan County Zoning Ordinance. The changes are necessary to prevent conflicting information in the Zoning Ordinance and Development Regulations.

The Board of Commissioners instructed Staff to begin updating the Development Regulations in May 2019. The proposed language was submitted to the BOC in October 2020 and a moratorium on parcel splits was enacted to allow time for review and comments. The moratorium has been extended twice to allow for additional comments from the public. Morgan County Planning Staff participated in two meetings organized by members of the public to explain the proposed changes and the BOC Chairman has allowed comments to be made at every public hearing since the moratorium was enacted (whether advertised or not). The Commissioners have fielded countless phone calls and letters about the proposed changes and Planning Director Chuck Jarrell has held numerous individual meetings.

The impetus to change the Development Regulations was the increased occurrence of road frontage subdivisions. Other concerns were property splits creating land-locked parcels and providing smaller lots for affordable housing possibilities. County officials were also charged with protecting farmland and green space by citizens during the Comprehensive Plan process in 2016-2017.

In addition to modifying the acreage of lots per zoning district, the BOC also examined setbacks and changes to common developments (what we typically identify as subdivisions). Driveways were also considered, which led to a larger discussion about concrete within the setbacks. In particular, the BOC was concerned by the number of driveways installed on the edge of property lines, which then creates water runoff on the adjacent property. Staff was concerned that the creation of smaller lots would lead to an increase in impervious surfaces and suggested the elimination of paved areas within any setback, with the exception of the driveway coming through the front or rear setback, and driveways within Conservation Subdivisions. Lots are allowed to be more narrow in Conservation Subdivisions and side-entry garages would be incredibly difficult without location within the side setback.

The Planning Commission was instructed to hold a special called meeting to review modifications to the Zoning Ordinance related to the proposed Development Regulations changes. If one document is approved prior to the approval of the other, the information in the documents will conflict. The Planning Commission special called meeting will be held on March 15, 2021, which will allow the BOC to discuss the Planning Commission's recommendation at their March 16, 2021 meeting. At their March 2, 2021 meeting, the BOC voted to extend the moratorium until April 6.

Current and Proposed Language

See attached.

Staff Comments

The attached text contains the Dimensional Requirements chart for agricultural and residential zoning districts, both existing and proposed. Due to the number of modifications, strike-throughs were not used to identify the changes. Also attached are changes to Chapter 5.5 related to concrete and driveways in setbacks. For reference, the proposed changes to the Development Regulations are included in your packet.

Table 4.2 PROPOSED

Dimensional Requirements by Zoning District (Agricultural, Residential, Lakeshore Residential, Recreation Conservation)

See Table 4.1 Permitted and Conditional Uses by Zoning District for additional dimensional requirements

USE DESCRIPTION	AG	AR	R1	R2	R3	LR1*	LR2*	LR3*	RC
Minimum acres (1)(4)	5	2	1.5	1(2)	1(2)	1.5	1(2)	1(2)	1(2)
Minimum acres for Estate Subdivision	12	5	3						
Minimum acres for Conservation Subdivision									
With water system		0.75	0.75	0.75	0.75	0.75	0.75	0.75	
Without water system		2	1.5	1.5	1.5	1.5	1.5	1.5	
Minimum acres per two family (duplex) dwelling unit				1.5	1(2)		1.5	1(2)	
Minimum acres per multi-family dwelling unit					(3)			(3)	
Minimum acres for other uses									1
Minimum lot width (feet)(1)	300	300	300	300	300	300	300	300	300
Minimum lot width for Estate Subdivision (feet)	400	300	300						
Minimum lot width for Conservation Subdivision (feet)									
With water system	100	100	100	100	100	100	100	100	
Without water system	150	150	150	150	150	150	150	150	
Minimum front yard setback(feet)(1)(3)	75	75	30	30	30	30	30	30	
Minimum front yard setback for Estate Subdivision (feet)	100	100	100						
Minimum front yard setback for Conservation Subdivision (feet)		30	30	30	30	30	30	30	
Minimum side yard setback for dwellings (feet) (1)(3)	15	15	15	15	15	15	15	15	
Minimum side yard setback for Estate Subdivision (feet)	100	75	50						
Minimum side yard setback for Conservation Subdivision (feet)		10	10	10	30	10	10	30	
Minimum rear yard setback for dwellings(feet) (1)(3)	40	40	40	40	40	40	40	40	
Minimum rear yard setback for Estate Subdivision (feet)	100	75	50						
Minimum rear yard setback for Conservation Subdivision (feet)		20	20	20	30	20	20	30	
Maximum height for all dwelling units (feet)	35	35	35	35	35	35	35	35	
Minimum distance between buildings on the same lot (feet)	10	10	10	10	10(3)	10	10	10(3)	
Maximum impervious surface per lot (percentage)	25	30	30	35	40	25	35	40	
Minimum heated floor area per dwelling unit (sq. ft.)	800	1,000	1,200	1,000	800	1,200	1,000	800	
					(3)			(3)	

Specific uses may have additional acreage requirements or setbacks and buffering requirements. Please refer to Regulations for Specific Uses.

(1) Unless in Estate or Conservation Subdivision

(2) Permitted only if water and wastewater standards are met.

(3) See 7.25 for multi-family requirements

(4) Unless use is Duplex or Multi-Family

* In all Lakeshore Residential and Lakeshore Town Center Overlay Districts, a forty (40) foot setback is required from all Georgia Power right-of-way property on Lake Oconee.

Table 4.2 EXISTING

Dimensional Requirements by Zoning District (Agricultural, Residential, Lakeshore Residential, Recreation Conservation)

See Table 4.1 Permitted and Conditional Uses by Zoning District for additional dimensional requirements

USE DESCRIPTION	AG	AR	R1	R2	R3	LR1*	LR2*	LR3*	RC
Minimum site area to rezone to this district (acres)	5	2	1.5	1(1)	1(1)	1.5	1(1)	1(1)	1(1)
Minimum lot size per single family detached dwelling unit (sq. ft.)	217,800	87,120	65,340	43,560	43,560	65,340	43,560	43,560	
Minimum lot size per two family (duplex) dwelling unit (sq. ft.)				52,272	43,560		52,272	43,560	
Minimum lot size per manufactured home (sq. ft.)	217,800	87,120		43,560	43,560		43,560	43,560	
Minimum lot size per multi-family dwelling unit (sq. ft.)					(3)			(3)	
Minimum lot size for other uses (sq. ft.)(1)									43,560
Minimum lot width for dwellings(feet)	150	150	100	100	100(3)	100	100	100(3)	
Minimum lot width for other uses (feet)									100
Minimum front yard setback for dwellings (feet) (2)	75	75	30	30	30(3)	30	30	30(3)	
Minimum front yard setback for other uses (feet)(2)									30
Minimum side yard setback for dwellings (feet) (2)	15	15	15	15	15(3)	15	15	15(3)	
Minimum side yard setback for other uses (feet)(2)									15
Minimum rear setback for dwellings(feet) (2)	40	40	40	40	40(3)	40	40	40(3)	
Minimum rear setback for other uses (feet)(2)									15
Minimum rear setback for accessory uses (feet)(2)	20	20	20	20	20	20	20	20	
Maximum height for all dwelling units (feet)	35	35	35	35	35	35	35	35	
Minimum distance between buildings on the same lot (feet)	20	20	20	20	(3)	20	20	20(3)	
Maximum impervious surface per lot (percentage)	25	30	30	35	40	25	35	40	15
Minimum heated floor area per dwelling unit (sq. ft.)	800	1,000	1,200	1,000	800 (3)	1,200	1,000	800 (3)	

(1) Permitted only if water and wastewater standards are met.

(2) Buffer requirements contained elsewhere in this ordinance shall be required in addition to these minimum yard requirements

(3) See 7.25 for multi-family requirements

* In all Lakeshore Residential and Lakeshore Town Center Overlay Districts, a forty (40) foot setback is required from all Georgia Power right-of-way property on Lake Oconee.

Chapter 5.5 Minimum Required Yards and Building Setbacks

No building shall hereafter be erected in a manner to have narrower or smaller rear yards, front yards, or side yards than specified for the use district in which the property is located, or for specific use if yards and setback regulations pertain to a specific use in this Ordinance. No lot shall be reduced in size, and no principal building shall hereafter be constructed, so that the front, side or rear yards required by the use district in which said lot and building are located are not maintained. No part of a yard or other open space required for one building shall be included as part of a yard of other open space similarly required for another building. Every part of a required yard or court shall be unoccupied and unobstructed by any portion of a structure from the ground upward. **No concrete, asphalt or other paved surface shall be allowed within the front, side or rear yard setbacks. No driveway, paved or unpaved, shall be allowed within the side setbacks, unless within a Conservation Subdivision.** This Chapter shall not apply when a portion of a lot is acquired for a public purpose. As established by this Ordinance, the application of buffer requirements supersedes these minimum required yards.



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The BOC has approved several indexing projects for the Clerk of Superior Court's Office over the last year. This is the final series in historical indexing of deed books from 1969-1988. The Clerk's office received a check from GSCCCA in the amount of \$27,081 as a grant for this project. The previous Kofile project finished under budget leaving a encumbered balance of \$11,271.70. The remaining unfunded expense for this project is \$31,011.30.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



DALLAS NV
 VT NC

GA
 SERVICES (PFA)

1590226

Receipt/ISO No.

Contract SO No.

SALES ORDER RECEIPT

OPPORTUNITY No.: p307559
 DATE: 2/16/2021 REVISION DATE:
 REP: Steven Farr ACCOUNTING ONLY CUSTOMER No.:

PROJECT TERM

CONTRACT/AGREEMENT: YES NO PHASE: /
 START DATE: DEADLINE:

CLIENT INFORMATION

CLIENT: Morgan County Clerk of Superior Court
 PO No.: TxSmartBuy PO:
 CONTACT: Jody M. Higdon
 PHONE: 706-342-3605 FAX: 706-343-6462
 EMAIL: jody.higdon@gsccca.org
 BILL: P.O. Box 551
Madison, GA 30650
 SHIP TO: 384 Hancock Street
 Same as above. Madison, GA 30650

PURCHASING VEHICLE

None GSA 70: GS-35F-275AA
Federal Purchase
 TXMAS-18-3602 GSA 70: GS-35F-275AA
Texas Only (Based on Navarro RFP) COOP-PURCH: State or Local Govt.
 EXPIRED // TXMAS-13-36010 LVA Records Grant
Texas Only (Based on Kofile GSA36) Library of Virginia
 Other, specify:
 Contract/RFP No., etc.

DIGITIZATION SPECIFICATIONS

IMAGE: Yes No Resol. TIFF PDF
 FILM: Yes No 16 mm 35 mm
 Vault Storage: Yes No # DUPs.
 INDEX: Yes No Full ID Format to Load
 QL Full QL Lite

PROJECT INVENTORY

QTY.	DESCRIPTION	UNIT PRICE	ESTIMATED COST
34,682	Indexing Deed Books 64-145 (1969-1988) according to GSCCCA standards	\$2.00	\$69,364.00

SPECIAL INSTRUCTIONS

Above numbers are estimated only. County will be invoiced for actual documents indexed only. Once complete, all documents will be sent to GSCCCA and made available on PSearch. County will be invoiced when documents are sent to GSCCCA.

SHELVING: YES NO Unit(s): CABINETS: YES NO Unit(s):
 Style: Style:
 Color:

B/A PHOTOS: YES NO RETURN ORIGINAL BINDER/SHUCK: YES NO

BINDER SPECIFICATIONS

Material:
 Color:
 SEAL: Custom None TX Star

DEDICATION LABEL NAMES

Same as previous order.

INTERNAL TOTAL:

PROPOSAL TOTAL:

COMPANY BREAKOUTS

PRESERVATION:

SHELVING/CABINETS:

IMAGING:

INDEXING: \$69,364.00

SYSTEM:

CONTRACT FEE:
[TXMAS 2.23875% / GSA 0.75%]

TAXES (e.g. Calif.):
[Inclu. % Rate & Date Pulled]

APPROVAL (By/Date)



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Judicial Alternatives of Georgia (JAG) is the private probation contractor for Morgan County. They have requested an increase in fees from \$35 to \$40 for Pre-Trial Supervision and Regular Probation Supervision. The operator has spoken with the magistrate judge who has agreed to these changes in principle. The new fee structure will begin on April 1, 2021 and sunset on November 30, 2022 which is in conjunction with the previous agreement date and matches the agreements with the Superior Court and Magistrate Court.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



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 203 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Morgan County Probate Court**, 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 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 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 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 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. 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.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report 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 quarter, in such detail as requested.

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 probate 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 **\$50.00** 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 **April 1, 2021** and shall continue until **November 30, 2022** 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 thirty (30) 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

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

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 **Morgan County Probate Court**. Contractor shall indemnify and hold harmless the Court and **Morgan County**, 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 VI 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 **Morgan County Probate Court** 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 **Morgan 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 **Morgan 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 **Morgan County Probate Court**, 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 Morgan County or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
203 North Franklin Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

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

PROBATION SERVICES CONTRACTOR:

By: _____
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: _____
Title: _____
Morgan County, Georgia

By: _____
Chief Judge: _____
Court: Morgan County Probate Court, 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 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$15.00 (URINALYSIS) \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Judicial Alternatives of Georgia (JAG) is the private probation contractor for Morgan County. They have requested an increase in fees from \$35 to \$40 for Pre-Trial Supervision and Regular Probation Supervision. The operator has spoken with the magistrate judge who has agreed to these changes in principle. The new fee structure will begin on April 1, 2021 and sunset on November 30, 2022 which is in conjunction with the previous agreement date and matches the agreements with the Superior Court and Probate Court.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



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 203 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Morgan County Magistrate Court**, 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 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 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 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 **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. 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.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report 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 quarter, in such detail as requested.

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".

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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 probate 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 **\$50.00** 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 April 1, 2021 and shall continue until November 30, 2022 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 thirty (30) 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

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

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 **Morgan County Magistrate Court**. Contractor shall indemnify and hold harmless the Court and **Morgan County**, 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 VI 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 **Morgan County Magistrate Court** 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 **Morgan 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 **Morgan 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 **Morgan County Magistrate Court**, 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 Morgan County or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
203 North Franklin Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

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

PROBATION SERVICES CONTRACTOR:

By: _____
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: _____
Title: _____
Morgan County, Georgia

By: _____
Chief Judge: _____
Court: Morgan County Magistrate Court, 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 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$15.00 (URINALYSIS) \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Bids were obtained to replace a HVAC unit at the Health Department and a unit including new duct work for the Clerk of Courts Building. Recommend the units be replaced by Patterson Heating and Air for \$17,800.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



NEWBORN ROAD SITE PREP BID TAB

Company	Parts Warranty	Labor Warranty	Health Dept.	Clerk's Office	Combined Total
Campbell's Custom HVAC	5 years	2 years	6880	14800	21680
Capital City Mechanical Services	5 years	1 year	7498	16881	24379
Patterson Heating & Air Conditioning	5 years	2 years	6300	11500	17800
Stiles Heating & Air	Did not respond				



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Bids were obtained from 3 vendors to clear and grade the Newborn Road Compactor Site expansion. To reduce cost, the County will provide dump trucks to haul away dirt and allow top trimmings to be disposed at no charge at the Transfer Station. Recommend award the project to NRC Grading and Hauling for \$15,450.00.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



P.O. Box 739
Madison Ga. 30650

Proposal

Proposal Date:	3/3/2021
Proposal #:	013
Project:	

Bill To:
Morgan County- Special Projects
150 E. Washington Street
P.O. Box 168
Madison, GA 30650

Description	Est. Hours/Qty.	Rate	Total
Morgan County Recycle Center: Centennial/Newborn Road			
Clearing & Haul-Off		10,155.00	10,155.00
Grading		4,720.00	4,720.00
Straw & Silt Fence		575.00	575.00
Price subject to change if rock is encountered **County will provide facility for tree trash haul-off**			
		Total	\$15,450.00

Earth Works

3340 Sandy Creek Road
Madison, GA 30650

Estimate

Date	Estimate #
3/8/2021	03092021

Name / Address
Morgan County Board of Commissioners

		Project	
Qty	Description	Rate	Total
	Newborn Road Dumpster Expansion Clear Remove all trees and debris in designated area load county supplied trucks with excess dirt ***Deduct \$2,000.00 if county supplies dumpsters for tree debris	16,000.00	16,000.00
		Total	\$16,000.00



ESTIMATE

Florence land development
 3011 Old Farmington Rd
 Watkinsville, GA 30677
 United States

Mobile: 7068184102

BILL TO
Morgan County
 Tom

Twooten@morgancountyga.gov

Invoice Number: 110
Invoice Date: March 11, 2021
Payment Due: March 11, 2021

Amount Due (USD): \$18,600.00

Newton Rd Dumpster Site

Tree removal, cleanup and grading for new dumpster site. Dump truck load outs for dirt hauling (trucks provided by county)

\$18,600.00 \$18,600.00

Total: \$18,600.00

Amount Due (USD) : \$18,600.00

Notes / Terms

Please mail to: 3011 Old Farmington Rd Watkinsville, GA 30677

Thank you for the opportunity



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The Board previously approved \$24,054 to purchase a self contained compactor at the Newborn Road Site. However, changes have been made to the scope of work for the site prep. Those changes will result in re-using the existing compactor location. Bids were updated to replace the existing compactor with stationary unit equipped with auto compactor and chute system instead of the self contained compactor. Recommend cancel the purchase of the self contained compactor and purchase stationary compactor from Container Repair Service for \$28,666.86 and additional \$4,612.86 be moved from contingency to solid waste.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Container Repair Service
4430 Tuck Road
Loganville, Georgia 30052
770-883-0104

October 4, 2020

Quote, New Marathon RJ 225

New Marathon RJ 225, single phase with the inverter, 4-sided hopper, auto start with the timer feature, remote and pressure gauge on a 15' lead, guide tracks and stops

Total \$25,516.86

CRS will enclose the top of the hopper and build a small chute with a 30 x 30" door for the auto start to work

Materials and labor \$1,600.00

Total for the equipment \$27,116.86

Delivery \$350.00

Install \$1,200.00

→ 28666.86

Cliff



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 41416
Date: 01/18/21
Valid Until: 02/18/21
Customer No.: C01678
Customer Ref. No.:
Page No.: Page 1 of 4

BILL TO
Morgan County Board of Commissio PO Box 168 Madison GA 30650 USA

SHIP TO
Container Repair 4430 Tuck Rd Cliff Reeser 770-883-0104 Loganville GA 30052 USA

TOTAL
\$ 27,954.00

Sales Employee: Missi Templeton
Contact Name: Mark Williams
Terms: N30

Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
S-200	Pinnacle Stationary 2 yd Compactor	\$ 16,743.00	1.000	\$ 16,743.00

Baker Green - FN001,

The Flex" Remote Power Unit w/ weather cover
*Soft Shift Hydraulics & Calibrating Technology
w/ key lock start, reverse, & e-stop controls in panel
w/ 8ft hydraulic hoses

Voltage: TBD / 1ph
VFD 1ph "Inverter Drive" (1ph to 3ph) 10HP/10GPM

Warning lights 80% & 100%
Color Coded Pressure gauge on Power Unit
Multicycle
Auto Start / Door Counter at Every Door Closure

Hydraulic Connections / Disconnects: Fittings on both sides

Load Option Description:
Security Chute Side Feed - Side TBD

Hinged Breaker Bar Teeth

Conceptual Drawings Provided at Time of Quote
Site Survey Required to Confirm Specs
Approval of Submittal Drawings Required Prior to Proceeding w/ Order

What is Application / Waste Stream? Household Trash/Convenient Center

How is Compactor Loaded? By Hand

What is the Volume (light, medium, or heavy) and Frequency of Material Being Loaded? M

Confirm Contract Start Date or Date Needed (lead time)STD Lead Times

CO-Security Door	Security Door with Interlock & Frame	1.000
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Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

QUOTATION

Amended

Quote No.: 41416
Date: 01/18/21
Valid Until: 02/18/21
Customer No.: C01678
Customer Ref. No.:
Page No.: Page 2 of 4

Item No.	Description	Unit Price	Quantity	Total
CO-GdCC60"-noSto	CC Guide(60")- No Stops		1.000	
CC40-710	Pinnacle 40 yd Octagon Receiver-7ga/10ga Baker Green - FN001,	\$ 7,996.00	1.000	\$ 7,996.00
SV-200	Compactor Installation w/chute (std)	\$ 2,588.00	1.000	\$ 2,588.00

*Outsource to Container Repair Service

Installation includes the following:

Offloading and Delivering to:

Newborn Road Site

2240 Newborn Rd.

Mark-706-342-0725

Rutledge GA 30663

Securing the compactor to concrete pad

Installing Chute and Security Door

Installing the guide rail if purchased

Placement of power unit

Wiring the compactor to your "hot" disconnect box located approx. 10-12' from the power unit

Testing equipment

Installations / Service Calls

Customer will be contacted prior to installation to confirm site readiness which includes a clean level concrete pad, available dock, constructed enclosure walls, "hot" power disconnect, and removal of any existing equipment

Once customer approves site readiness and a service team is deployed, the customer is liable for extra labor and / or travel charges if the site is not ready upon arrival requiring extra time or a return trip

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Missi Templeton

Bakers Waste Equipment Inc

BWE South Region Sales Manager

828-448-8371 (cell)

828-726-3001 (main office)

mtempleton@bwe-nc.com (email)

www.bwe-nc.com (website)

*Lead Time: Approx (8) Weeks After Receipt Of Order - Subject To Change At Time Of Order



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 41416
Date: 01/18/21
Valid Until: 02/18/21
Customer No.: C01678
Customer Ref. No.:
Page No.: Page 3 of 4

Item No.	Description	Unit Price	Quantity	Total
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*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

*Order Cancellations – cancelled or revised orders if the order is already in production must be approved by BWE and will be subject to 25% cancelation or change order fee.

*Fees may be higher on custom engineered products.

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit, prepayment, and / or COD payment terms until a credit application can be processed for payment term options

Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full

Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product.

Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment, and is liable for any damages incurred during offloading

*Return Policy – products must have return authorization from BWE prior to them being returned. Standard items returned are subject to a 25% restocking fee. Fees may be higher or return authorization declined if the products are custom engineered.

*BWE reserves the sole right to waive any return or restocking fees.

PINNACLE COMPACTOR DISCLAIMER:

SITE READINESS

Customer is responsible for the removal of any existing equipment prior to installation new equipment

Customer will provide a clean, level, concrete pad to spec for compactor installations

Customer is responsible for supplying the electric service disconnect in line of sight of the compactor

Electrical disconnect box must be ready ("hot") w/ the proper fuse prior to compactor installation

Upon installation, compactors will be leveled, secured to the pad, and tested

Remote power units will be located in close proximity to the compactor and electric disconnect

Power units are free standing and not bolted to the pad unless specified

Compactors ordered without fabricated load options are subject to the 84" Rule (ANSI 245.2)

*If the 84" Rule is not met, then the compactor will be equipped w/ "Hold To Run Controls"

*In lieu of Hold To Run, an "Auto Start Key Switch" can be offered providing the customer assumes responsibility for compliance with the 84" Rule

*Disclaimer forms for sign off, and assuming responsibility to the 84" Rule are available upon request

IF BWE PINNACLE IS DELIVERING AND / OR INSTALLING, THE CUSTOMER IS RESPONSIBLE FOR OFFLOADING AND PLACEMENT OF EQUIPMENT UPON DELIVERY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 41416
Date: 01/18/21
Valid Until: 02/18/21
Customer No.: C01678
Customer Ref. No.:
Page No.: Page 4 of 4

Item No.	Description	Unit Price	Quantity	Total
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All warranty claims on parts and components are subject to the damaged/defective part being returned to BWE / Pinnacle for inspection

Upon receipt of the damaged/defective part, BWE / Pinnacle will diagnose the failure and process the warranty claim accordingly.

If the part is deemed defective, then the replacement part will be provided at no charge

If the part is found to be abused or physically damaged due to misuse, then the replacement part will be invoiced

All parts and components are subject to the BWE / Pinnacle 1 year warranty from date of purchase

Subtotal	\$ 27,327.00
Discount	
Shipping	\$ 627.00
Tax	
Total	\$ 27,954.00

Remarks: S-200 Side Fed Security Chute, Security Door, Guides, CC40-710



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



FERTILIZATION/PESTICIDE TREATMENT OF REC FIELDS BID TAB

Company	Product/Service Description	Annual Price
All Turf	9 applications at Bill Wood Park / 7 applications at Soccer Complex	\$19,200.00
Alliance	7 applications per site	\$26,600.00
Big Dog Turf and Pest	7 applications per site	\$47,950.00

Williams, Mark

From: Alexander, Lance
Sent: Thursday, February 4, 2021 12:44 PM
To: Williams, Mark
Subject: Fwd: Morgan County Parks Pricing

Sent from my iPhone

Begin forwarded message:

From: Scott Walker <swalker@morgancountyga.gov>
Date: January 29, 2021 at 10:29:10 AM EST
To: "Alexander, Lance" <LAlexander@morgancountyga.gov>
Subject: Fwd: Morgan County Parks Pricing

Sent from my iPhone

Begin forwarded message:

From: Gary Wilson <gary@all-turf.com>
Date: January 29, 2021 at 10:23:37 AM EST
To: Scott Walker <swalker@morgancountyga.gov>
Subject: Morgan County Parks Pricing

Morgan County Parks & Recreation Baseball & Football Fields

\$1,200 x 9 applications per year

9 applications include

5 Pre Emergent Applications in the Spring and Fall before weed emergence

4 Fertilization Applications per year with Gal XE One coated fertilizers

Includes Phosphorus and Potassium

Post Emergent Weed Controls including all broadleaf and grassy weed controls

Lime Application is included as well

Morgan County Parks and Recreation Soccer Complex

\$1,200 x 7 applications per year

7 applications include

3 Pre Emergent Applications in the Spring and Fall before weed emergence

4 Fertilization Applications per year with Gal XE One coated fertilizers

Includes Phosphorus and Potassium

Post Emergent Weed Controls including all broadleaf and grassy weed controls

Let me know if you have any questions

Thanks

ALLOTURF

"Keeping Georgia Green"

Prot
Win



P.O. Box 88, Madison GA 30650 706.800.4010
www.alliancetsp.com

MORGAN COUNTY PARKS AND RECREATION BERMUDA LAWN PROGRAM

February 3, 2021

A lawn care program for:
Mark Williams
150 E. Washington St.
Madison, GA 30650

Alliance TSP is locally owned and operated. We strive to exceed your expectations at every opportunity, from the sale to the service. We aim to provide the best lawn care, plant health care, and outdoor pest control services available.

LAWN CARE PROGRAM		PRICE PER APPLICATION
Treatment 1 (Jan/Feb)	Pre-emergent herbicide to provide extended weed prevention along with post emergent herbicide to control existing weeds. (*Prodiamine and Battleship III)	\$3800.00
Treatment 2 (Mar/April)	Second pre-emergent herbicide to provide extended weed prevention along with high nitrogen fertilizer to promote rapid green up and post emergent herbicide to control existing weeds. (Prodiamine and End Run)	\$3800.00
Treatment 3 (May/June)	Third pre-emergent herbicide to prevent late germinating weeds, slow release fertilizer to provide continual feeding, iron to enhance the green color without stimulating additional growth, and post emergent herbicide to control existing weeds. (Prodiamine and On Deck)	\$3800.00
Treatment 4 (June/July)	Slow release fertilizer to provide continual feeding, iron to enhance the green color without stimulating additional growth, and post emergent herbicide to control existing weeds. (MSM)	\$3800.00
Treatment 5 (July/Aug)	Slow release fertilizer to provide continual feeding along with iron to enhance the green color without stimulating additional growth and spot treatment of existing weeds.	\$3800.00
Treatment 6 (Sept/Oct)	Pre-emergent herbicide to prevent the germination of winter weeds along with post emergent herbicide to control existing weeds. (Specticle and MSM)	\$3800.00
Treatment 7 (Nov/Dec)	Second pre-emergent herbicide application to provide extended weed prevention and spot treatment of existing weeds. Potassium fertilizer for root enhancement. (Specticle)	\$3800.00
Our specialists are licensed with the Georgia Department of Agriculture. Our staff has the knowledge and experience to assist you with any questions or concerns you may have. We use quality products with great results that are environmentally friendly. Our services continue from year to year until you notify us otherwise- No contract to sign.		
Total Annual Cost: 26,600.00		Fertilizers
*Please note that the herbicides used are listed in the brackets. The prodiamine rates in rounds 1, 2, and 3 go from low to high respectively to provide pre-emergent control throughout the growing season.		Round 2: UAN 32-0-0 w/N Fixx
		Round 3: Coron Metra 25-0-0 w/Turf Nectar (15-0-0 plus 6% Iron and Micro nutrients)
		Round 4: Coron 28-0-0 plus Turf Nectar and Utilize (5-0-0 plant nutrient system)
		Round 5: Same as round 4



PO Box 88, Madison, GA 30650
o. 706-800-4010
www.alliancetsp.com

February 3, 2021

Mark Williams
Morgan County Parks and Recreation
150 E. Washington St.
Madison, GA 30650

Dear Mark:

Following is our lawn care proposal for the Morgan County Parks and Recreation. Please see the attached program for specific applications. As I was surveying the track, I noticed a lot of poa annua and broadleaf weeds along with the carpet grass of which was mentioned in our meeting. I've included costs for the poa and carpet grass treatments.

Bill Wood Park, Track, and Tennis Courts

2021 Lawn Care Cost: \$16,800.00 (7 applications \$2400.00/application)

*Post Emergent Poa Control Cost: \$3552.00 (See the attachment for more information)

*Carpet Grass Control Cost: \$1000.00 (2 applications of Celsius)

*These applications are optional and not annual expenses. They are provided only to address an existing situation.

Soccer Complex

2021 Lawn Care Cost: \$9800.00 (7 applications \$1400.00/application)

References

Doug Connelly: Athletic Director, Morgan County Schools

- Phone: 404 259-8753
- Email: doug.connelly@morgan.k12.ga.us

Patrick Cook: Chief Information Officer: Morgan Medical Center

- 706 474-6454
- Email: patrickc@mmh.org

Charles Haney: President, Bank of Madison

- Phone: 706 342-1953
- Email: chaney@bankofmadisonga.com

Thank you again for the opportunity to propose our services and please contact me if you have questions or if you would like to get started!

Pat Schultz: President
Alliance TSP, Inc.

Big Dog Turf and Pest, LLC
1211 Ponder Pines Rd
Madison, GA 30650
706-474-5082
madisonbigdog@gmail.com
www.bigdogturfandpest.com



Hello Morgan County Parks and Recreation Department, Attn: Lance Alexander,

Thank you for the opportunity to give you an estimate from Big Dog Turf and Pest to make your lawn green and lush. The price below reflects the cost for 1 lawn care application measuring 1,744,580 square feet of Bermuda turf located at Bill Wood park, Soccer Complex, Track and Tennis courts. Big Dog is on site 7 times a year performing applications of Spring and Fall Pre and Post Emergent Weed Control, Fertilization and Soil Amendment applications throughout the year. This estimate will be honored for 30 days. We look forward to your response and would be able to schedule your 1st application within 14 days of your acceptance.

Thank you for your interest in Big Dog Turf and Pest and we look forward to working with you in the future.

Billy and Michele Marette

Owners Big Dog Turf and Pest, LLC

Lawn Care \$6,850/application

Recommendations:

***Specialty Weed Control \$1,350/application (this is recommended once but no more than twice a year to control the hard to control weeds not affected by the normal herbicides used in the pre and post emergent rounds)- once the area is on our program for a year or 2 this is usually no longer needed**

Our Lawn Care Calendar for your treatable area listed above will consist of...

Round 1 - Prodiamine .27 flowable and 3 way post emergent weed control

Round 2 – 13-0-5 coated with prodiamine.42 granular and post emergent weed control

Round 3 - 24-2-11 granular and spot spray for weeds

Round 4 – 24-2-11 granular and spot spray for weeds

Round 5 – 28-0-0 liquid fertilizer and pre/post emergent weed control

Round 6 – Specticle flo pre emergent and MSM post emergent

Round 7 – Specticle flo pre emergent with Simazine post emergent with 0-0-21 soil amendment



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



2021 FIRE TRUCK PURCHASE BID TAB

Dealer	Met All Specifications	CHASIS	BODY MANUFACTURER	PRICE	CLOSEST SERVICE CENTER	EST. DELIVERY	TRAINING	Bumper - Bumper Warranty	Chasis Warranty	Body/Structuralal Warranty	Paint Warranty
Triton ERV	Yes	International MV607	HME/Ahrens Fox	\$323,103.00	Rockmart, GA	300 Days	8 Hours	3 Years	2 Years	10 Years	10 Years
FireLine	No	International MV607	E-One	\$304,189.00	Winder, GA	210 - 230 Days	6 Hours	3 Years (\$9,200)	2 Years	10 Years/100k	10 Years
Ten-8	Yes	International HV 607	Pierce	\$312,254.00	Forsyth, GA	12.5 14.5 Months	8 Hours	3 Years	2 Years	10 Years/100k	10 Years
Peach State	No	International HV 607	Spartan	\$300,966.00	Forest Park, GA	365-390 Days	24 Hours	3 Years	2 Years	10 Years	10 Years