



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

June 18, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
June 18, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner Robinson

Pledge of Allegiance – Col. Katrina Stephens, USAF

Approval of Minutes from June 4, 2019

New Business:

1. Personnel Request (Proposed Additional Holiday) – Commissioner Walker
2. Warner Robins Annexation Request (2 Docs, LLC) – Commissioner Walker
3. Memorandum of Agreement (Houston Healthcare & Air Evac EMS) – Commissioner Walker
4. Mental Health Accountability Court Grant Acceptance – Commissioner Robinson
5. Independent Contractor Agreements (Conflict Attorneys) – Commissioner Robinson
6. Guaranteed Maximum Price & Construction Contract (ICB / Fire Station & EMA Facility) – Commissioner Robinson
7. Personnel Request (HCSO / Constable) – Commissioner Thomson
8. Change Order (Detention Center Boiler Replacement Project) – Commissioner Thomson
9. Release of Maintenance Bonds (Riverbend / McCarley Downs) – Commissioner Thomson
10. Intergovernmental Agreements for Municipal Elections – Commissioner Thomson
11. Approval of Bid (Gasoline & Diesel) - Commissioner McMichael
12. Approval of Bid (Fire Department / SUV) – Commissioner McMichael
13. Approval of Bid (District Attorney / SUV) – Commissioner McMichael
14. Approval of Bills – Commissioner Robinson
15. Presentation and Public Hearing on FY20 Budget
16. Close Public Hearing – Budget Adoption on June 25th 4:00 p.m. special-called meeting

Public Comments

Commissioner Comments

Motion for Adjournment

Proposed additional day off on July 5th in conjunction with the regularly observed July 4th holiday.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Friday, July 5, 2019 as a paid day off for Houston County employees. Shift workers scheduled to work those days will be given an additional day off at a later date with their department heads approval.

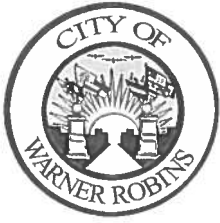
2 Docs, LLC (a Veterinary office) has requested annexation into the City of Warner Robins for a property totaling 0.50 acre located east of Bitten Drive and west of Peach Blossom Road and being adjacent to their current location at 102 Starlight Drive in Bonaire. The property is currently zoned County C-2 and the proposed zoning upon annexation would be Warner Robins C-2. The property is contiguous to the existing city limits of Warner Robins.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Warner Robins annexation request for the property described as:

property totaling 0.50 acres (a portion of Tax Parcel 000770 075000) located at Starlight Drive, east of Bitten Drive and west of Peach Blossom Road.



Randy Toms - Mayor

202 North Davis Drive PMB 718, Warner Robins, Georgia 31093 Phone (478) 302-5515 Facsimile (478) 302-5551

Received

May 16, 2019

MAY 31 2019

Houston County Commissioners

Warner Robins, GA

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088

Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins – property totaling 0.5 acres located at Starlight Drive, East of Batten Drive and West of Peach Blossom Road [Tax Parcel No., [000770 075000]]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for annexation, pursuant to O.C.G.A. §36-36-20, *et seq.* (Article II or 100% Application Method). The owner of this property, who has filed a written request for annexation, is 2 Docs, LLC. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is C-2[General Commercial District][County], and the proposed zoning and land use for this tract upon annexation is C-2[General Commercial District][City], under the zoning ordinance of the City of Warner Robins.

Respectfully,

City of Warner Robins, Georgia

By: *Randy Toms*
Randy Toms, Mayor
For the Mayor and Council

cc: Barry Holland, County Administrator
James E. Elliott, Jr., City Attorney

APPLICATION

Property Owner(s) Name: _____ Cellphone: 478 256-3225

Company Name (if applicable): 2 Docs LLC Office Phone: 478 988 0883

Property Owner(s) Address: 102 Starlight Dr Bonaire GA 31005

Applicant's Name: _____ Cellphone: _____

Company Name (if applicable): _____ Office Phone: _____

Applicant's Address: _____

Property Information

PROPERTY OWNER IS REQUESTING THE ANNEXATION/REZONING PURSUANT TO OCGA§ 36-36-21, OF:

ADDRESS/LOCATION: Starlight Dr Bonaire GA 31005

Tract#: _____ Parcel#: A-4 Land Lot(s): 189 Land District#: 10

County: Houston Tax Parcel#: _____ Total Acres: .50

Survey Prepared by: Jones Surveying Company Dated 10/5/18

Recorded in Plat Book#: 80 Page#: 288

Present Zoning: C2 Requested Zoning: C2

The property owner makes application in order to: (Describe in "detail" the reason for annex/rezone):

Create continuity between the above mentioned purchase and our existing property located at 102 Starlight Dr, which is already annexed into the city.

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: Houston County

Is sewer service available? Yes No Jurisdiction: _____

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the Owner/Applicant of scheduled date, times, and locations of the public meetings/hearings. The Owner/Applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, Verward Hoge, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 20th day of April, 2019.

Owner/Applicant Signature Verward Hoge

Print Name Verward Hoge

STAMP DATE RECEIVED:



Overview



Legend

-  Parcels
-  Roads

Parcel ID	000770 075000	Owner	NBR INC	Last 2 Sales			
Class Code	Commercial		6639 BUCKEYERD	Date	Price	Reason	Qual
Taxing District	County		PERRY GA 31069	5/9/2001		30	U
	County	Physical Address	HWY 96	4/16/2001		29	U
Acres	16.02	Assessed Value	Value \$1602000				
		Land Value	Value \$1.602e+006				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 5/28/2019

Last Data Uploaded: 5/28/2019 6:05:23 AM

Developed by  Schneider GEOSPATIAL

JONES SURVEYING & ENGINEERING
 DO NOT GUARANTEE THAT ALL
 EASEMENTS WHICH MAY AFFECT
 THIS PROPERTY ARE SHOWN

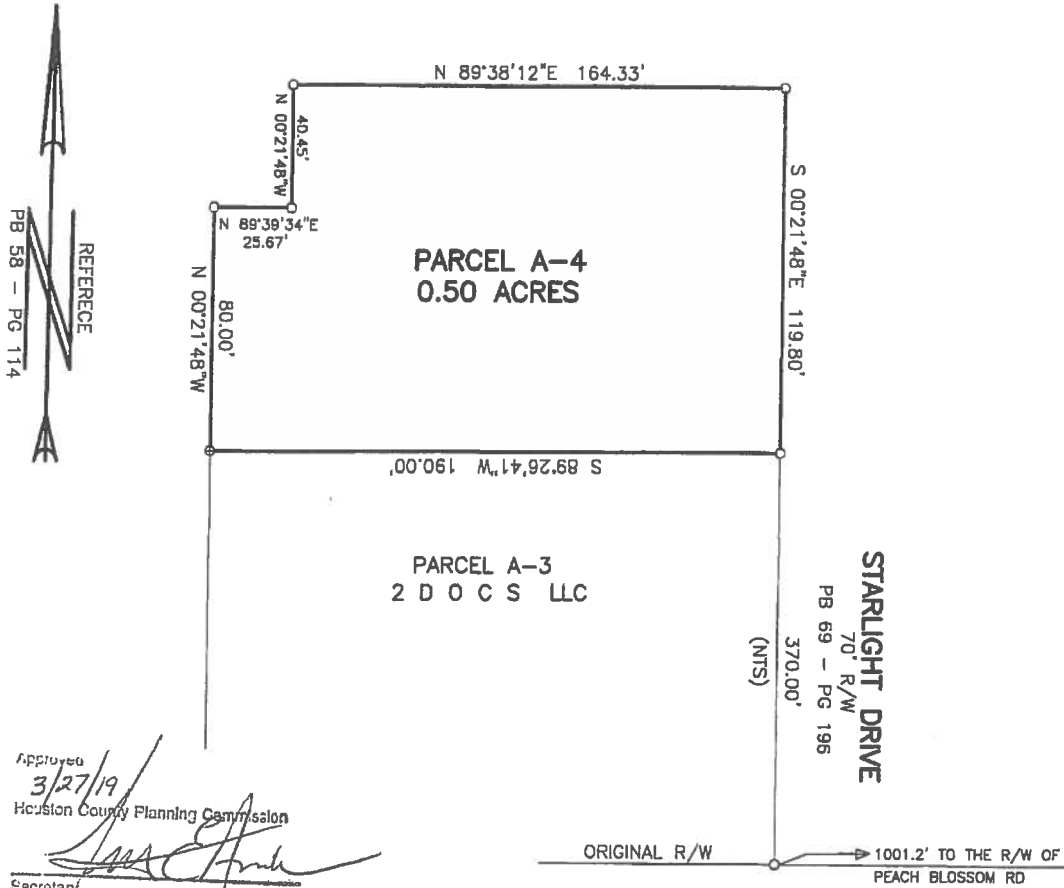


Type: GEORGIA STANDARD PLATS
 Recorded: 4/4/2019 3:42:00 PM
 Fee Amt: \$8.00 Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk

Participant ID: 6141369350

BK 80 PG 288

CLERK'S USE ONLY



Approved
 3/27/19
 Houston County Planning Commission
 [Signature]
 Secretary

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE
 THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND
 HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO
 BE THEIR FREE ACT AND DEED.

3-27-19 [Signature]
 DATE

NOTE: PARCEL 'A-4' IS AN ADDITION
 TO PARCEL 'A-3'



CERTIFICATION

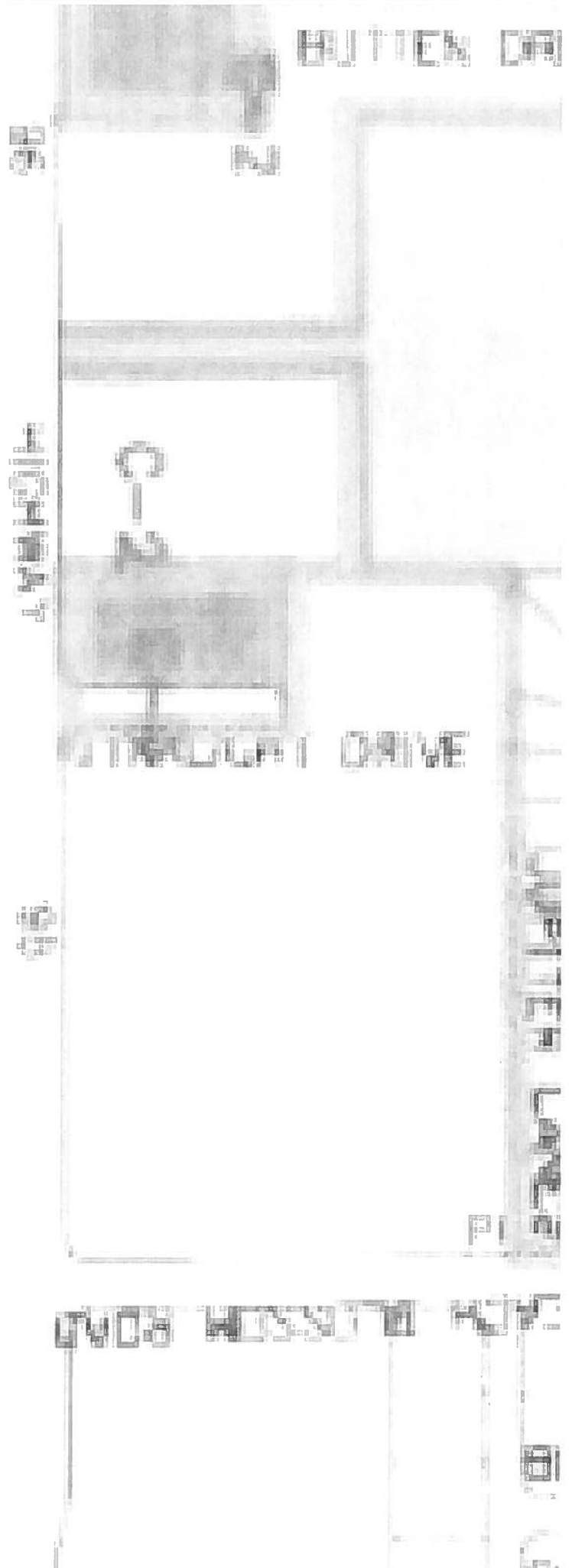
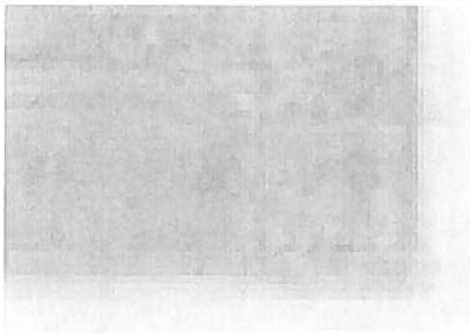
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-16-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENTED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHSER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

SURVEY FOR

2 D O C S LLC

LAND LOT 189 10TH DISTRICT
 HOUSTON COUNTY, WARNER ROBINS, GEORGIA
 SCALE 1"=40' OCTOBER 5, 2018

JONES SURVEYING COMPANY
 PERRY, GEORGIA (478) 987-2705



RECEPTION

CORRIDOR

RESTROOM

STORAGE

CL

CL

CL

3

This memorandum of Agreement sets forth the terms under which Houston Healthcare will provide property for Air Evac EMS to construct a helipad, administrative building with living quarters and hangar in Perry and a helipad in Warner Robins with the County contributing \$25,000 to be used for site work for the project. Air Evac EMS provides medical helicopter transport for critically ill or injured patients.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing the Memorandum of Agreement with Houston Healthcare System, Inc. and Air Evac EMS, Inc. concerning the construction of helipads and facilities for medical helicopter transport of patients.

Memorandum of Agreement

This Agreement made and entered into this ___ day of _____, 2019, by and between Houston Healthcare System, Inc., hereinafter referred to as “HHC”, Air Evac EMS, Inc., hereinafter referred to as “Air Evac”, and the Board of Commissioners of Houston County, hereinafter referred to as “County”.

WHEREAS, HHC operates Houston Medical Center in Warner Robins, Georgia and the Perry Hospital in Perry, Georgia; and

WHEREAS, Air Evac provides medical helicopter transport for critical patients; and

WHEREAS, HHC and Air Evac have entered into an agreement whereby HHC will provide property for Air Evac to construct a helipad, administrative building with living quarters and hangar in Perry and a helipad in Warner Robins; and

WHEREAS, County will provide twenty-five thousand dollars (\$25,000.00) to be used for site work for the project; and

WHEREAS, the Parties desire to memorialize their intentions for this project.

NOW THEREFORE, in consideration of the mutual benefits flowing to the Parties hereto to this Agreement it is hereby agreed as follows:

1.

HHC will provide property adjacent to the Perry Hospital for Air Evac to construct an administrative building with living quarters, a hangar and a helipad and property in Warner Robins adjacent to Houston Medical Center to construct a helipad.

2.

County will provide twenty-five thousand dollars, (\$25,000.00) to HHC to assist with the site work needed for the projects.

3.

The improvements contemplated in this Agreement shall be completed on or before December 31, 2019.

4.

Should the improvements not be completed on or before December 31, 2019 or the helipad in Warner Robins not be constructed HHC shall reimburse the County its contribution of twenty-five thousand dollars, (\$25,000.00).

5.

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

6.

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their heirs, legal representatives, successors and assigns.

7.

Upon completion of the work and invoice provided by the hired contractor, Ronnie Carlton Construction, scope of work outlined as “retention pond and approximately 230 ft. drainage to the specs of the city’s approval” to HHC, HHC will make payment in full up to a cap of \$25,000.00 directly to Ronnie Carlton Construction. Should this invoice provided by Ronnie Carlton Construction exceed the cap setforth then Air Evac will be responsible to Ronnie Carlton with payment for the difference thereof.

So, Agreed the day and year first written above.

[Signatures of Parties on Following Page]

BOARD OF COMMISSIONERS
OF HOUSTON COUNTY:

By: _____
Tommy Stalnaker

Title: Chairman

Attest: _____
Barry Holland

Title: Director of Administration

HOUSTON HEALTHCARE SYSTEM, INC.:

By: *Sonny Watson*
Sonny Watson

Title: Chairman

Attest: *Charles Briscoe*
Charles Briscoe

Title: Chief Operating Officer

AIR EVAC EMS, INC.:

By: _____

Title: _____

Attest: _____

Title: _____

The Superior Court has applied for, and been awarded, a grant for continuing the operation of the Mental Health Accountability Court established in 2015 utilizing a similar grant. This grant is made available through the State of Georgia and is administered by the Criminal Justice Coordinating Council (CJCC). The total award is \$176,903 of which \$159,213 are federal grant funds and the remaining \$17,690 is the required match from the County.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the acceptance of the Mental Health Accountability Court grant (#J20-8-071) in the amount of \$176,903 from the State of Georgia - Criminal Justice Coordinating Council for the purposes of continuing the Mental Health Accountability Court. Of that \$176,903, Houston County's required match is \$17,690. Chairman Stalnaker is authorized to sign all grant documents.

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

SUBGRANT AWARD

SUBGRANTEE: Houston County Board of Commissioners

IMPLEMENTING

AGENCY: Houston County Commissioners

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J20-8-071

FEDERAL FUNDS: \$ 159,213

MATCHING FUNDS: \$ 17,690

TOTAL FUNDS: \$ 176,903

GRANT PERIOD: 07/01/19-06/30/20

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2019.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/19

Signature of Authorized Official Date

Tommy STALNAKER, CHAIRMAN

Typed Name & Title of Authorized Official

58-6000843-000

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/19	9		**	J20-8-071
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	\$ 159,213

FY'20 Budget Detail Worksheet

Court Name

Houston County Mental Health Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals	
Personnel	Program Coordinator	46,866.00	\$119,593.20
	Coordinator Benefits	20,741.60	
	Program Case Manager	32,906.00	
	CM Benefits	19,079.60	
Contract Services	Law Enforcement/ Surveillance	1,530.00	\$20,000.00
	Clinical Case Manager	3,315.00	
	Psychiatrist/ Physician	15,155.00	
Drug Testing Supplies	Onsite Devices - Cups	5,406.00	\$5,406.00
Other Costs			\$0.00
Equipment			\$0.00
Training and Travel	CACJ State Conference	3,714.00	\$3,714.00
Transportation	Private Transportation- Contracted w/NAMI	10,500.00	\$10,500.00
Total Budget Request Awarded:			\$159,213.20

Match:

\$17,690.36

CACJ Funding Committee Notes:

5

These independent contractor agreements between the County and the four local attorneys will provide for the defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest. Each of these attorneys are currently serving in this capacity and staff recommends acceptance of each contract for the coming year.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign independent contractor agreements for the purposes of providing defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest with David G. Daniell, Daniels Law (Ron Daniels), Jonathan Perry Waters, and Jeffrey L. Grube effective June 30, 2019 through June 30, 2020.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND JONATHAN PERRY WATERS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, between the Board of Commissioners of Houston County (herein referred to as “County”) and Jonathan Perry Waters an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as “Contractor”), and is effective July 1, 2019.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender’s Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender’s Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender’s Office (herein referred to as the “Public Defender”) has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2019 and will end on June 30, 2020. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2019. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior, State and Magistrate Courts of Houston

County in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior, State or Magistrate Courts for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By: 
Jonathan Perry Waters

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND DAVID G. DANIELL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, between the Board of Commissioners of Houston County (herein referred to as "County") and David G. Daniell, an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2019.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2019 and will end on June 30, 2020. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2019. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior, State and Magistrate Courts of Houston County in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior, State or Magistrate Courts for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage

asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of

public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By: 
David G. Daniell

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND DANIELS LAW LLC**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, between the Board of Commissioners of Houston County (herein referred to as "County") and Daniels Law LLC a law firm with attorneys duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2019.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2019 and will end on June 30, 2020. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2019. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior, State and Magistrate Courts of Houston County in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior, State or Magistrate Courts for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage

asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of

public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By:  _____
Ronald E. Daniels, Member

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND JEFFREY L. GRUBE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, between the Board of Commissioners of Houston County (herein referred to as "County") and Jeffrey L. Grube an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2019.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2019 and will end on June 30, 2020. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2019. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over any privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior, State and Magistrate Courts of Houston

County in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior, State or Magistrate Courts for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

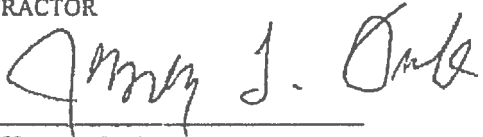
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By:  _____
Jeffrey L. Grube

International City Builders has proposed a Guaranteed Maximum Price (GMP) of \$2,500,000 with a guaranteed contract time of nine months for the construction of the new Lake Joy Fire Station and Emergency Management facility. Purchasing and Public Works staff along with the architect on the job, S.P. Design Group, recommend acceptance of this GMP and contract.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the acceptance of the \$2,500,000 Guaranteed Maximum Price (GMP) from ICB Construction Group of Macon on the Lake Joy Fire Station and Emergency Management facility construction project. Chairman Stalnaker is authorized to sign all necessary documents and contracts.



HOUSTON COUNTY BOARD OF COMMISSIONERS

MARK E. BAKER
PURCHASING AGENT

2020 KINGS CHAPEL ROAD * PERRY, GA 31069-2828
TELEPHONE (478) 218-4800 * FACSIMILE (478) 218-4805

MEMORANDUM

To: Houston County Board of Commissioners
From: Mark E. Baker *M.E.B.*
Cc: Barry Holland
Date: June 18, 2019
Subject: Bid# 19-09 LAKE JOY FIRE STATION #5 RELOCATION & EMS STATION

The Houston County Purchasing Department recommends along with the Public Works Department and SP Design Group that Houston County Board of Commissioners contract with ICB Construction Group for a Guaranteed Maximum Price of \$2,500,000 with a Guaranteed Completion Time of 9 months. The cost of the Construction Management will be charged to the SPLOST Account#



DESIGN-BUILD CONSTRUCTION MANAGEMENT

June 5, 2019

Mr. Mark Baker
Houston County Board of Commissioners
2020 Kings Chapel Road
Perry, Georgia 31069

**RE: GMP Project Update
Houston County Fire and Emergency Management Complex**

After a thorough review of the Revised Design Development Documents provided by Saunders Engineering and SP Design Group at the request of Houston County, we are pleased to submit a Guaranteed Maximum Budget of:

\$2,500,000.00 with a Guaranteed Delivery Date of Nine (9) Months from Notice to Proceed.

In preparing the Guaranteed Maximum Budget all work shown on drawings and/or specifications are included complete. For work not specifically drawings and/or specified we based the budget on the Conditions of Satisfaction and direction received from the Owner and Design Professional.

The Methodology utilized in preparing this budget was to examine all the drawings and specifications and then perform detailed take-offs of all disciplines and systems required for the Houston County Fire and Emergency Management Complex. We coupled these efforts with Subcontractors to assist with budgeting for Mechanical, Electrical, Plumbing and Civil trades. Where drawings and/or specifications are not complete we have bridged the cost estimate as described in the attached GMP Narrative that together with the Drawings and Specifications are the basis of our Guaranteed Maximum Price and Guaranteed Delivery Date.

Our confidence in the submitted Guaranteed Maximum Budget is reflected by the Design Contingency of only \$30,000 included within this Deliverable.

Sincerely,
ICB Construction Group

A handwritten signature in black ink, appearing to read "Daryl Long", is written over the printed name and title.

Daryl Long
CEO

ICBCONSTRUCTIONGROUP.COM

577 Mulberry Street, Suite 550 | Macon, GA 31201 | P: 478.812.8451 | F: 478.812.8456

Sheriff Talton has requested an additional deputy to work at the Magistrate Court to help reduce both the current backlog of civil documents that must be served and to reduce the overtime that is incurred by pulling deputies from the Warrant Division to assist the constables. Staff recommends approval of this request.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the creation of one additional Constable (Grade 13) position under the direction of the Sheriff's Department to work in the Magistrate Court.



Houston County Personnel Department

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088
478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners
From: Kenneth Carter, Director of Personnel
Date: June 10, 2019
Re: Magistrate Court Constables

Over the past year there has been an increase in the number of documents that have to be served for the Magistrate Court. Because of the increase in overtime hours it has become more cost effective to hire an additional Constable (Deputy Sheriff - Warrants). Sheriff Talton is requesting to hire an additional constable. The total cost is \$58,561.82 for the Magistrate Court. This amount is a total compensation cost.

W.H. Rape, Jr.
Chief Deputy

Major Tommy Jackson
Chief Administrator

Major Alan Everidge
Jail Administrator

Captain Ricky Harlowe
911 Emergency Services

Cullen Talton
Sheriff, Houston County
202 CARL VINSON PARKWAY
WARNER ROBINS, GEORGIA 31088
478-542-2125 • FAX 478-328-1544

Captain Ronnie Harlowe
Patrol/Traffic Division

Captain Jon Holland
Investigations Division

Captain M.J. Stokes
Warrants/Civil Division

Captain Randy Banks
Juvenile Division

Chairman Stalnaker:

Over the past several years there has been a measurable increase in the number of civil documents that have to be served for the Magistrate Court. With only three deputies carrying that load it has become necessary to pull deputies from the Warrant Division to assist them in the service of civil papers just to keep the current backload from growing. Pulling deputies from other divisions hampers their ability to carry out their normal duties and because of the increase in overtime hours it will be more cost effective to hire an additional deputy.

According to figures given to me by the Personnel Department, the total cost, to include benefits, is \$58,561.82 for one additional Magistrate Court constable.

Your consideration of this request will save the County money as well as enhance service.

Sincerely,



Unforeseen additional repairs involving the Detention Center's boiler replacement have arisen and necessitate an increase to the project total of \$3,769.08. Public Works staff recommend approval of this change order as presented to replace a faulty valve and leaking fitting.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign Change Order #1 with GHC Mechanical Services, Inc. of Macon on the Detention Center boiler replacement project increasing the current contract amount of \$56,257.72 by \$3,769.08. The amended total is \$60,026.80 with no increase in contract time.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar 

Date: June 11, 2019

RE: Change Order Request for Boiler Replacement at Houston County Detention Center

While replacing the boiler as directed at the Houston County Detention Center, a faulty valve that was not scheduled for replacement in the original scope of work was discovered by the contractor. Please consider approval of this change order to replace valve. The change order will result in an **increase** in contract price of **\$3,769.08**, bringing new contract amount to **\$60,026.80**. There will be no additional time added to contract. Thank you for your consideration of this request.

Final Adjusting Change Order

No. 1

Project: **AO Smith Boiler Replacement**

Date: **June 7, 2019**

Owner: **Houston County Board of Commissioners**

Contractor: **GHC Mechanical Services, Inc.**

Project Manager: **Michael Phillips**

You are requested to make the following changes in the Contract Documents.

Description: **As directed by the Manager, the Contractor was asked to remove, dispose of, and replace the leaking valve and replace the leaking T fitting. The system should be checked and returned to service.**

Purpose of Change Order: **The purpose of this change order is to fix the leaks so the boiler replacement project can continue.**

<u>Change in Contact Price:</u>	<u>Change in Contract Time</u>
Original Contract Price \$ <u>56,257.72</u>	Original Contract Time <u>July 26, 2019 (60 Days)</u> Days or date
Previous Change Orders No. <u> </u> to No. <u> </u> \$ <u>N/A</u>	Net Change from previous Change Orders <u>N/A</u> Days
Contract Price prior to this Change Order \$ <u>56,257.72</u>	Contract Time Prior to this Change Order <u>60 Days</u> Days
Net <u>Increase</u> (decrease) of this Change Order \$ <u>3,769.08</u>	Net Increase (decrease) of this Change Order <u>0</u> Days
Contract Price with all approved Change Orders \$ <u>60,026.80</u>	Contract Time with all approved Change Orders <u>July 26, 2019 (60 Days)</u> Days or date

Recommended:

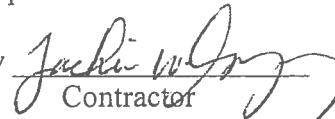
By 
Project Manager

Approved:

By _____
Owner

Date: _____

Approved:

By 
Contractor



GA License number CN210409

LETTER OF PROPOSAL

To: Houston County Jail

Date: July 8, 2016

Attn: Michael Phillips

Ref: Replacement of the existing AO Smith boiler

We are pleased to offer our proposal for the above referenced project as follows:

SCOPE OF WORK

1. Remove outside air louvers for ease of access.
2. Remove existing AO Smith boiler and properly dispose of.
3. Provide and install 2 new copper fin, Ray-Pak boiler model# WH9-1532B
4. Reconnect existing power, flue and plumbing to new boiler.
5. New boiler will come with pump package mounted.
6. Perform start up and check for proper operation.
7. Install louvers removed and the beginning of project.
8. Clean work area.

TOTAL PRICE FOR THE ABOVE SCOPE OF WORK.....\$56,257.72

Price Qualifications and Clarifications:

Price Includes: Freight Taxes Labor Permit & Inspection Fees Insurance

Other:

Price Excludes: Roofing Electrical Structural DDC Control

Communications Cards of any type Concrete Patching & Painting

Fire Protection Cutting and Patching Bond Engineered Drawings

Work performed after normal business hours (M-F, 8AM-5PM).

Anything not specifically listed in this proposal and scope of work.

Conditions: Per recommended bid conditions of Georgia Chapter A.G.C. unless otherwise stated herein.

Price does not reflect any unforeseen deficiencies found after commissioning.

Terms: Prices are firm for thirty (30) days unless otherwise specified.

Payment terms are upon receipt of invoice, unless otherwise specified.

Ref: O.C.G.A. 13-11-1 et seq; O.C.G.A.44-14-360&366; O.C.G.A 36-82-104

UPON APPROVAL, PLEASE SIGN AND RETURN BY MAIL OR FAX TO GHC MECHANICAL SERVICES, INC.

WE MUST HAVE RETURNED COPY BEFORE ANY WORK CAN COMMENCE.

Respectfully Submitted,
Jackie W. Gregory

Accepted by: 
Company: *Houston County*

Date:

Date: *4/2/19*



GA License number CN210409

LETTER OF PROPOSAL

To: Houston County jail

Date: June 4, 2019

Attn: Michael Phillips

Ref: Replace leaking valve and t fitting.

We are pleased to offer our proposal for the above referenced project as follows:

1. Remove leaking valve and dispose of.
2. Provide and install new valve.
3. Replace leaking T fitting.
4. Leak check system and return to service.

TOTAL PRICE FOR THE ABOVE SCOPE OF WORK.....\$ 3,769.08

Price Qualifications and Clarifications:

Price Includes: Freight Taxes Labor Permit & Inspection Fees Insurance
 Other:

Price Excludes: Roofing Electrical Structural DDC Control
 Communications Cards of any type Concrete Patching & Painting
 Fire Protection Cutting and Patching Bond Engineered Drawings
 Work performed after normal business hours (M-F, 8AM-5PM).
 Anything not specifically listed in this proposal and scope of work.

Conditions: Per recommended bid conditions of Georgia Chapter A.G.C. unless otherwise stated herein.

Price does not reflect any unforeseen deficiencies found after commissioning.

Terms: Prices are firm for thirty (30) days unless otherwise specified.

Payment terms are upon receipt of invoice, unless otherwise specified.

Ref O.C.G.A. 13-11-1 et seq; O.C.G.A.44-14-360&366; O.C.G.A 36-82-104

UPON APPROVAL, PLEASE SIGN AND RETURN BY MAIL OR FAX TO GHC
MECHANICAL SERVICES, INC.

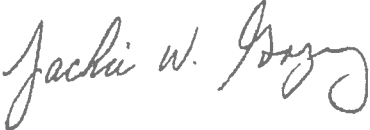
WE MUST HAVE RETURNED COPY BEFORE ANY WORK CAN COMMENCE.

Respectfully Submitted,

Accepted By:

Company:

Jackie W. Gregory



Date:

Date:

The Bluff Section 5 of Riverbend Subdivision and Section 1 Phase 2a of McCarley Downs Subdivision have both been completed in accordance with the Comprehensive Land Development Regulations. Public Works staff requests release of these bonds and acceptance of the roadways for maintenance purposes.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the release of the maintenance bond (State Bank Letter of Credit #6126121, Expires June 26, 2019) on The Bluff Section 5 of Riverbend Subdivision and to accept Coosa Drive, 2291 feet or 0.43 mile at a speed limit of 25 mph; and the release of the maintenance bond (SunMark Bank Letter of Credit #210230-7, Expires March 14, 2020) on Section 1 Phase 2a of McCarley Downs Subdivision and to accept Kyler Lane, 502 feet or 0.09 mile at a speed limit of 25 mph.

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 * Fax (478) 988-8007



Memo

OK
[Signature]

Date: June 3, 2019
To: Houston County Board of Commissioners
From: Blake Studstill *BS*
RE: Maintenance Bond; Riverbend Subdivision, The Bluff Section 5; StateBank, Letter of Credit #6126121; Expires June 26, 2019

Riverbend Subdivision, The Bluff Section 5 has been completed in accordance with "The Comprehensive Land Development Regulations for Houston County." Please consider this request to release the above referenced bond, and to accept the following roads recorded for maintenance purposes (ref. PB 79/ PG151-152):

STREET NAME	STREET LENGTH	SPEED LIMIT
Coosa Drive	2291 ft or 0.43 mile	25 mph

Type: GEORGIA STANDARD PLATS
 Recorded: 7/7/2017 4:23:00 PM
 Fee Amt: \$16.00 Page 1 of 2
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk

Participant ID: 6811174267

BK 79 PG 151 - 152

CURVE	CD	ARC	RAD	CHORD
C85	N51°39'22"W	120.07	1030.00	120.00
C86	S51°12'10"E	40.38	305.00	40.35
C87	S47°25'14"E	64.78	245.00	64.60
C88	S37°58'28"E	100.43	305.00	100.00
C89	S03°32'58"W	371.12	245.00	336.64
C90	S19°00'13"E	100.46	305.00	100.00
C91	S00°13'59"E	100.43	305.00	100.00
C92	S18°38'16"W	100.43	305.00	100.00
C93	S37°30'31"W	100.43	305.00	100.00
C94	N39°59'23"E	135.94	560.00	135.60
C95	N39°59'23"E	121.37	500.00	121.07
C119	S64°02'04"E	62.34	270.00	62.19

CERTIFICATION

"As required by subsection (4) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certifications, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67."

Robert E. Story
 ROBERT E. STORY, CLS NO. 1185

HEALTH DEPARTMENT CERTIFICATION

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH COUNTY WATER AND INDIVIDUAL SEWAGE. INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

6-30-17
 DATE
Christine Zepke
 ENVIRONMENTAL HEALTH SPECIALIST
 HOUSTON COUNTY HEALTH DEPARTMENT



GRID NORTH-GEORGIA WEST ZONE

PLANNING & ZONING FINAL PLAT APPROVAL CERTIFICATION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 30 DAY OF JULY 2017.

THE HOUSTON COUNTY PLANNING COMMISSION

BY *John H. Smith*
 SECRETARY

OWNERS CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON. THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF SAID LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

6-22-17
 DATE
 OWNERS SIGNATURE *M. Byrd*

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

I CERTIFY THAT THE OWNER OR HIS AGENT HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA OR HAS POSTED A PERFORMANCE BOND OR CASHIERS CHECK TO INSURE COMPLETION AS REQUIRED BY COUNTY ENGINEER.

6-29-17
 DATE
Bob Stubbins
 ENGINEER

PLAT CERTIFICATION

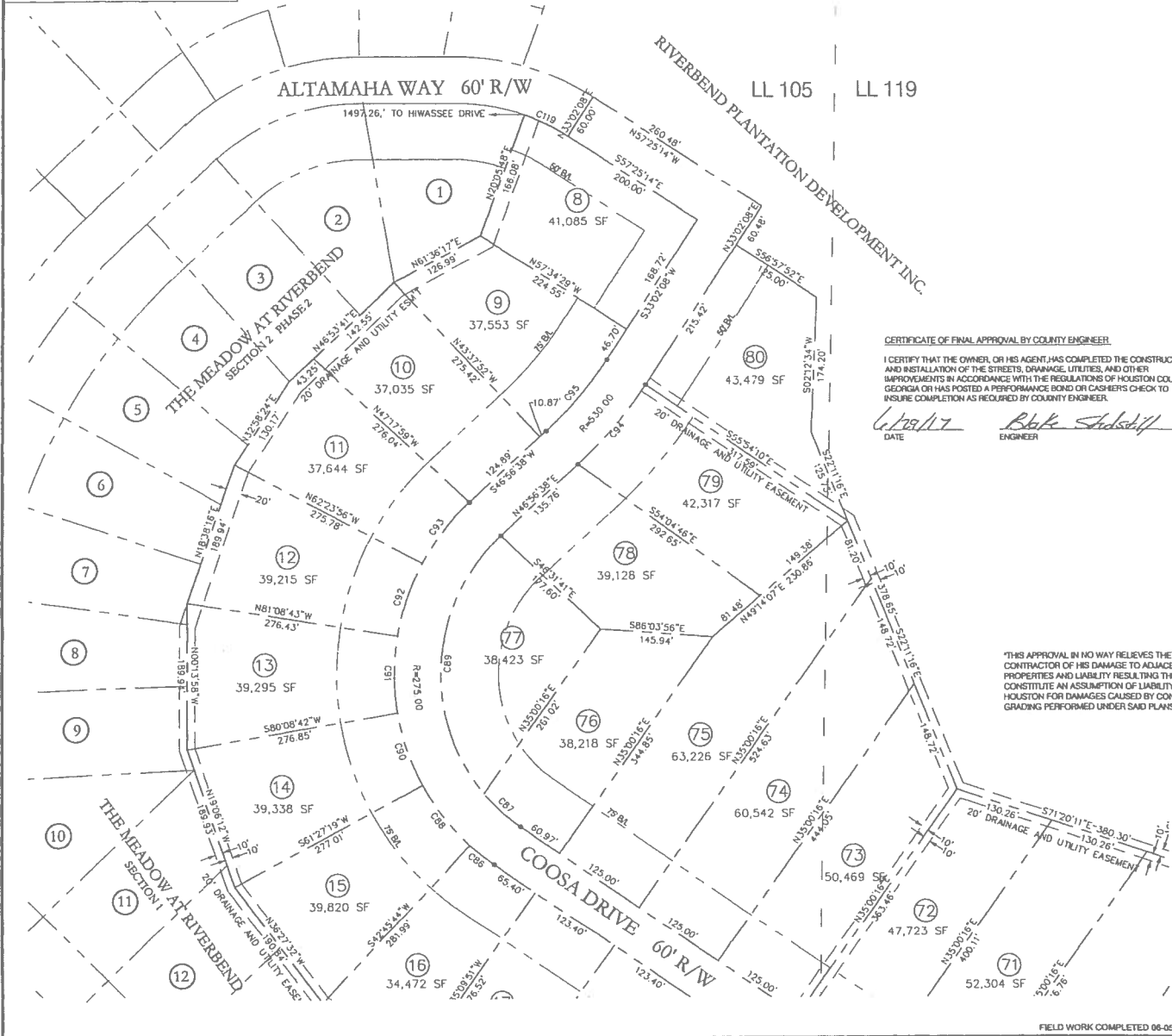
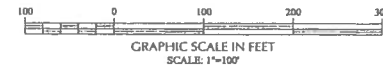
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS & REQUIREMENTS OF LAW. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED, HAS A CLOSURE PRECISION OF ONE FOOT IN 25,400 FEET AND AN ANGULAR ERROR OF 62 PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 254,344 FEET.

Robert E. Story
 ROBERT E. STORY, CLS NO. 1185

NOTES

- 30 LOTS IN SUBDIVISION
- 31.87 ACRES IN SUBDIVISION
- STREET RIGHTS OF WAY ARE 60'
- ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED
- 78' FRONT BUILDING SET BACK LINE ON ALL LOTS UNLESS OTHERWISE ANNOTATED
- 10' BUILDING SET BACK FROM ALL EASEMENTS

"THIS APPROVAL IN NO WAY RELIEVES THE PROPERTY OWNER OR CONTRACTOR OF HIS DAMAGE TO ADJACENT AND CONSTREAM PROPERTIES AND LIABILITY RESULTING THEREFROM AND SHALL NOT CONSTITUTE AN ASSUMPTION OF LIABILITY BY THE COUNTY OF HOUSTON FOR DAMAGES CAUSED BY CONSTRUCTION AND/OR GRADING PERFORMED UNDER SAID PLANS AND PERMITS."



FIELD WORK COMPLETED 06-05-17

SUBDIVISION
RIVERBEND PLANTATION
THE BLUFF SECTION 5

LAND LOTS 104, 105, 119, & 120
 HOUSTON COUNTY

11th DISTRICT
 GEORGIA

DATE: 05 JUNE 2017
 SCALE: 1"=100'
 DWN BY: RLS
 CHKD BY: RLS
 PN-04-043-A
 DN: 17-056-C

GEORGIA REGISTERED PROFESSIONAL SURVEYOR
 ROBERT E. STORY
 CLS NO. 1185

253 CARL WILSON DRIVE
 TEL. 478-822-7724

SURVEYORS • PLANNERS
 LANDSCAPE ARCHITECTURE
STORY CLARKE & Associates
 WARNER ROBBS, GEORGIA 11088
 FAX: 478-922-3489

RECEIVED

JUN 29 2017

HOUSTON COUNTY HEALTH DEPARTMENT
 JIM P. G. UNIT

Book 79 Page 152

CURVE TABLE				
CURVE	CD	ARC	RAD	CHORD
C85	N51°39'22"W	120.07	1030.00	120.00
C86	S51°12'10"E	40.38	305.00	40.35
C87	S47°25'14"E	64.78	243.00	64.60
C88	S37°58'28"E	100.45	305.00	100.00
C89	S03°32'58"W	371.12	245.00	336.64
C90	S19°06'13"E	100.46	305.00	100.00
C91	S09°13'58"E	100.45	305.00	100.00
C92	S18°18'16"W	100.45	305.00	100.00
C93	S37°30'31"W	100.45	305.00	100.00
C94	N39°59'23"E	135.94	560.00	135.60
C95	N39°59'23"E	121.37	500.00	121.07
C119	S64°02'04"E	62.34	270.00	62.19

CERTIFICATION

"As required by subsection (k) of O.C.G.A. Section 15-8-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or attestations hereon. Such approvals or attestations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-8-67."

ROBERT L. STORY, CRLS No. 1862
 SECRETARY

OWNER'S CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON
 THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF SAID LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATED TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

6-28-17
 DATE

M. Byrd
 OWNER'S SIGNATURE



GRID NORTH-GEORGIA WEST ZONE



HEALTH DEPARTMENT CERTIFICATION

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH COLLECTIVE WATER AND INDIVIDUAL SEWAGE. INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

6-30-17
 DATE

Christina J. Jernigan
 ENVIRONMENTAL HEALTH SPECIALIST
 HOUSTON COUNTY HEALTH DEPARTMENT

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

I CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA OR HAS POSTED A PERFORMANCE BOND OR CASHIERS CHECK TO INSURE COMPLETION AS REQUIRED BY COUNTY ENGINEER.

6/29/17
 DATE

Blake Stedwell
 ENGINEER

NOTES

- 30 LOTS IN SUBDIVISION
- 31.97 ACRES IN SUBDIVISION
- STREET RIGHTS OF WAY ARE 60
- ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED
- 75' FRONT BUILDING SET BACK LINE ON ALL LOTS UNLESS OTHERWISE ANNOTATED
- 10' BUILDING SET BACK FROM ALL EASEMENTS

PLAT CERTIFICATION

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS & REQUIREMENTS OF LAW. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED, HAS A CLOSURE PRECISION OF ONE FOOT IN 28,400 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 60,544 FEET.

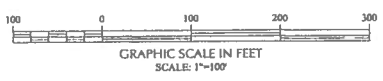
ROBERT L. STORY, CRLS No. 1862
 SECRETARY

PLANNING & ZONING FINAL PLAT APPROVAL CERTIFICATION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 30 DAY OF June 2017.

THE HOUSTON COUNTY PLANNING COMMISSION
 BY: [Signature]
 SECRETARY

"THIS APPROVAL IN NO WAY RELIEVES THE PROPERTY OWNER OR CONTRACTOR OF HIS DAMAGE TO ADJACENT AND DOWNSTREAM PROPERTIES AND LIABILITY RESULTING THEREFROM AND SHALL NOT CONSTITUTE AN ASSUMPTION OF LIABILITY BY THE COUNTY OF HOUSTON FOR DAMAGES CAUSED BY CONSTRUCTION AND/OR GRADING PERFORMED UNDER SAID PLANS AND PERMITS."



FIELD WORK COMPLETED 06-05-17

RIVERBEND PLANTATION THE BLUFF SECTION 5

LAND LOTS 104, 105, 119, & 120
 HOUSTON COUNTY

11th DISTRICT
 GEORGIA



DATE: 05 JUNE 2017
 SCALE: 1"=100'
 DWN BY: RLS
 CHKD BY: RLS
 PN: 04-043.4
 DN: 17-055-C




SURVEYORS & PLANNERS
 LANDSCAPE ARCHITECTURE
STORY CLARKE & Associates
 253 CARL VINSON Pkwy
 TEL: 478.932.7724
 WARNER ROBINS, GEORGIA 31088
 FAX: 478.932.3409

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 * Fax (478) 988-8007



Memo

Date: June 3, 2019 OK 
To: Houston County Board of Commissioners
From: Blake Studstill ^{BS}
RE: Maintenance Bond; McCarley Downs Subdivision, Section 1 Phase 2a;
SunMark Bank, Letter of Credit #210230-7; Expires March 14, 2020

McCarley Downs Subdivision, Section 1 Phase 2a has been completed in accordance with "The Comprehensive Land Development Regulations for Houston County." Please consider this request to release the above referenced bond, and to accept the following roads recorded for maintenance purposes (ref. PB 80/ PG3):

STREET NAME	STREET LENGTH	SPEED LIMIT
Kyler Lane	502 ft or 0.09 mile	25 mph

LEGEND

- 1/2" REBAR SET
- 1/2" REBAR FOUND UNLESS OTHERWISE NOTED
- ○ ○ OPEN TOP PIPE FOUND
- CALCULATED CORNER
- CONCRETE MONUMENT FOUND
- RIGHT OF WAY
- BUILDING LINE
- DRAINAGE EASEMENT
- UTILITIES EASEMENT
- LAND LOT LINE
- NOW OR FORMERLY

IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL SURVEYING AND PLATTING REQUIREMENTS OF THE LAND SUBDIVISION REGULATIONS OF THE CITY / COUNTY, HAVE BEEN FULLY COMPLIED WITH. FURTHERMORE, THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 13-6-47 AUTHORITY O.C.G.A. SECS. 13-6-67, 43-13-4, 43-13-6, 43-13-19, 43-13-22.

BY (MARTY A. McLEOD) REGISTERED GEORGIA LAND SURVEYOR NUMBER - 2991

THIS PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY NOT BE SHOWN HEREON

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED USING USING A TOPCON GTS 211D AND HAS A LINEAR PRECISION RATIO OF ONE FT. IN 33,500 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CHECKED FOR MATHEMATICAL ACCURACY AND CLUSES WITHIN ONE FT. IN 33,521 FEET

ACCORDING TO INFORMATION SHOWN ON F.E.M.A. COMMUNITY PANEL NUMBER 13131 C 0125 E, EFFECTIVE DATE SEPTEMBER 28, 2007, NO PORTION OF THIS PROPERTY IS LOCATED IN A F.I.A. FLOOD HAZARD ZONE.

STATE OF GEORGIA, COUNTY OF HOUSTON

THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

Marty A. McLeod 3/5/18
OWNER/AGENT SIGNATURE DATE

SETBACKS:
FRONT = 25'
BACK = 35'
SIDE = 5'

* HATCHED AREA NOTE.
HATCHED AREAS ARE EXISTING DE/UE EASEMENTS ANY EASEMENT THAT IS WITH IN PROPOSED RIGHT OF WAY WILL BECOME RIGHT OF WAY

Type: GEORGIA STANDARD PLATS
Recorded: 3/16/2018
11:38:00 AM
Fee Amt: \$8.00 Page 1 of 1
Houston, Ga. Clerk Superior
BK 80 PG 3

FOR THE CLERK OF SUPERIOR COURTS USE ONLY

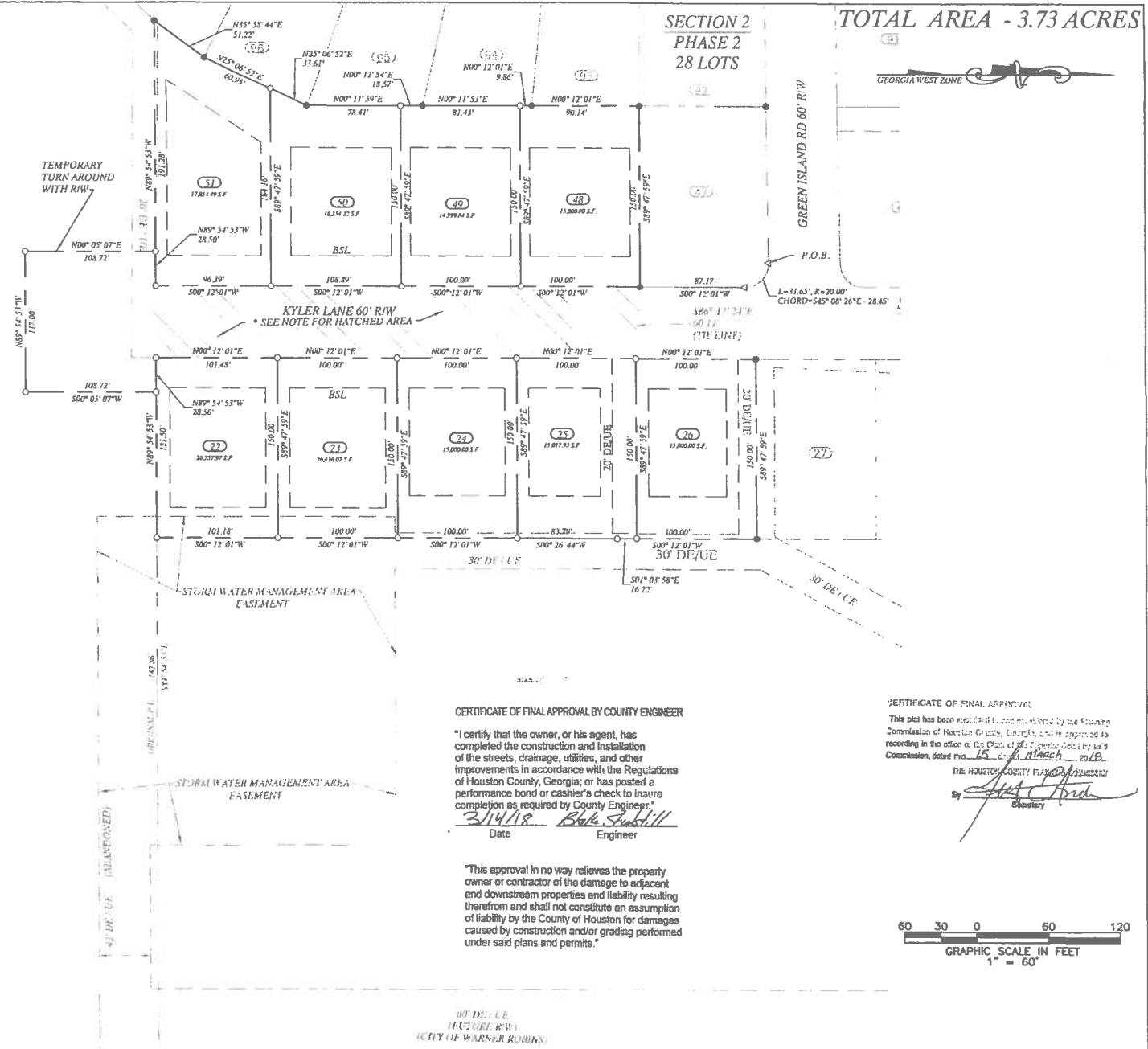


NO.	DATE	REVISION

COUNTY:	HOUSTON
DISTRICT:	11TH
LAND LOT:	54
DATE:	2/05/18
SCALE:	1" = 60
JOB NO.	0632A

FINAL PLAT FOR:
McCARLEY DOWNS SUBDIVISION
SECTION 1 PHASE 2A

McLeod SURVEYING
906 Ball Street
Perry, Georgia 31069
office (478) 224-7070
fax (478) 224-7072
WWW.MCLEODSURVEYING.COM



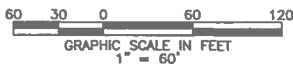
CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

"I certify that the owner, or his agent, has completed the construction and installation of the streets, drainage, utilities, and other improvements in accordance with the Regulations of Houston County, Georgia, or has posted a performance bond or cashier's check to insure completion as required by County Engineer."
Date: 3/14/18 Engineer: Blake Stahlhut

"This approval in no way relieves the property owner or contractor of the damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or grading performed under said plans and permits."

CERTIFICATE OF FINAL APPROVAL

This plat has been submitted to, and approved by the Planning Commission of Houston County, Georgia, and is approved for recording in the office of the Clerk of Superior Courts by said Commission, dated this 15th day of March, 2018.
THE HOUSTON COUNTY PLANNING COMMISSION
Secretary: *[Signature]*



10

Each of the agreements with the three cities sets out the responsibilities of the County Board of Elections during all 2020 municipal elections.

Under the agreement with the City of Perry, the Board of Elections will conduct all aspects of elections for the city. This contract also has an amendment that clarifies that the City will fix and publish a notice of the election and the qualifying fees for each office before February 1st of each year in which a municipal election is held or at least 35 days prior to any special election.

Under the agreements with the City of Centerville and the City of Warner Robins, the Board of Elections will provide the cities with the use of the State-owned voting equipment. Centerville and Warner Robins will conduct their own elections.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an Intergovernmental Agreement (to include Amendment 1) with the City of Perry for the Houston County Board of Elections to conduct its municipal elections for the 2020 election year; and to sign an Intergovernmental Agreement with both the City of Centerville and the City of Warner Robins allowing their use of the State-owned Direct Recording Electronic (D.R.E.) units, Express Poll units, and Optical Scan (O.S.) voting equipment for the 2020 election year.

STATE OF GEORGIA
COUNTY OF HOUSTON

INTERGOVERNMENTAL AGREEMENT
FOR CONDUCT OF CITY OF PERRY ELECTIONS

FOR GOOD AND VALUABLE CONSIDERATIONS, the CITY OF PERRY, GEORGIA (municipal governing authority), herein after called "the City", the HOUSTON COUNTY BOARD OF COMMISSIONERS (county governing authority), herein after called "the County", and the HOUSTON COUNTY BOARD OF ELECTIONS, herein after called "Board of Elections" agree as follows:

1.

In accordance with O.C.G.A. 21-2-45(c), The City hereby requests the County as governing authority of the county and the Board of Elections to conduct any and all municipal elections held for or in the City of Perry. The Board of Elections shall perform all duties as election superintendent, with exceptions noted. The City agrees to furnish to the Board of Elections in a timely manner, any and all documents necessary for the Board of Elections to conduct said elections. The City in accordance with O.C.G.A. 21-2-224(e) shall be responsible for reviewing and certifying the city voter's list and notifying the Board of Elections of any coding errors in city districts or challenge(s) to voter's qualifications. The City Attorney shall be legal counsel to the Board of Elections concerning municipal election matters, the cost shall be paid by the City.

2.

The Parties agree that the elections shall be conducted in accordance with provisions of the Constitution of Georgia, the Georgia Election Code, Rules of the State Election Board and City Charter, together with any future amendments.

3.

According to O.C.G.A. 21-2-70.1 and 21-2-380.1 and pursuant to this contract the City of Perry hereby appoints the Board of Elections as Election Superintendent and absentee ballot clerk for the City's municipal elections. As such, all early voting will be conducted at the Board of Elections Office, Houston County Government Building, 801 Main Street, Perry.

4.

In accordance with O.C.G.A. 21-2-131 (1)(A), the City shall be responsible for fixing and publishing notice of the election and the qualifying fees for each office before February 1 of each year in which a municipal election is held.

5.

The Board of Elections shall be responsible for qualifying, accepting Notice of Candidacy and Affidavit along with qualifying fees. Qualifying will be conducted at the Board of Elections Office. Qualifying shall be no earlier than 8:30 A.M. on the third Monday in August and shall end no later than 4:30 P.M. on the third Wednesday in August. Qualifying fees collected shall be the property of the City and shall be transmitted to the City after qualifying ends. In the event of a challenge to a candidate's qualifications the Board of Elections as municipal election superintendent, in conjunction with counsel from the City Attorney, shall hear such challenge. In the event a lawsuit is filed, the City Attorney shall provide counsel and legal representation to the Board and its employees. The cost of such shall be paid by the City.

6.

The Board of Elections, as qualifying officer pursuant to the Georgia Government Transparency and Campaign Finance Act of 2010, shall be responsible for notifying the Georgia Government Transparency and Campaign Finance Commission of qualified candidates and information so requested about such candidates. The City Clerk or Chief Executive Officer shall be responsible for performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all reports filed by the candidates/officials or committees in conjunction with any City Election. In the event of changes to the Act this contract may be amended.

7.

If required in the future, the City shall be responsible for submissions to the U.S. Department of Justice regarding changes in the election process including, but not limited to, redrawing of council district lines and changes in voting equipment. The Board of Elections shall be responsible for submissions to the U.S. Department of Justice regarding changes in voting location(s). The current voting location is the James E. Worrall Community Center, gym. The City shall make said location available as necessary. The City shall be responsible for costs associated with the mailing of new voter ID cards notifying voters of their new council district and/or voting location (if applicable), O.C.G.A. 21-2-226 (e)(g).

8.

The Board of Elections shall be responsible for providing election materials, securing of poll workers, contract workers and temporary workers as needed to facilitate the early voting, absentee voting and election process. The Board of Elections shall also be responsible for the logic and accuracy testing on the voting equipment to be used.

The City will be responsible for and shall pay all invoices and expenses directly which are incurred in the conduct of the election including, but not limited to, the cost of advertising, poll workers, poll worker training, contract/temporary labor for L&A of D.R.E and ExpressPoll units, contract/temporary labor for early in person voting, mail absentee ballots, transportation of D.R.E units to and from polling location, programming, technical, and site support. In addition, the City shall reimburse to the County wages of full and part-time staff (not to exceed one week + Election Day), the City shall pay directly to the staff, to include the Registration/Election Supervisor, for overtime and travel, for the time spent in the preparation for and conduct of the election(s). All invoices and expenses will be forwarded by the Board of Elections directly to the City for payment.

The City shall also be responsible for cost incurred for required training according to O.C.G.A. 21-2-100 (a)(d).

In accordance with O.C.G.A. 21-2-285, in the event no election is held the city will pay only those costs associated up to the notice of election cancellation running in the legal organ of the county and certification to the Elections Division of the office of The Secretary of State.

9.

In accordance with O.C.G.A. 21-2-300(e) the City wishes to contract with the County and Board of Elections for the use of voting equipment to include Direct Electronic Recording (D.R.E.) voting equipment as pre cleared by the U. S. Justice Department for use during the 2003 City of Perry election and future elections and ExpressPoll units (electronic poll books). In addition, in person early voting will also be on Direct Recording Electronic (D.R.E.) units. Mail in ballots will be tabulated on Optical Scan (O.S.) units. The City shall be responsible for any, repairs, damages or loss incurred, including but not limited to, the D.R.E. units, O.S. units, memory cards, encoders, ExpressPolls, voter access cards, VWD kit(s) or GEMS Server, used for the conduct of the City of Perry's 2019 General Election and future elections. Once equipment passes Logic and Accuracy testing, any cost of repairs and shipping becomes the expense of the City.

10.

After the close of the polls memory Cards and election supplies are to be transported to the Board of Elections office located in the Houston County Government Building, 801 Main Street, Perry. Votes will be tabulated and absentee ballots counted and entered into the GEMS server for accumulation. The server shall remain located at the Board of Elections office. Consolidation and certification of the election will take place at the Board of Elections office. A copy of the certification and election results will be forwarded to the City Clerk. The Board of Elections will also be responsible for the forwarding of documents and certification to the Elections division of the Office of the Secretary of State.

11.

The City agrees to hold the County and the Board of Elections, their agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) as related to the holding of the City's elections.

12.

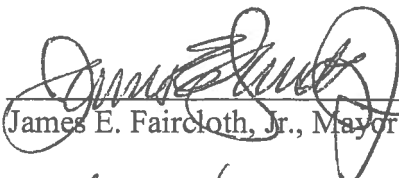
The contract terms will cover the 2019 election year only expiring on December 31, 2019.

Signatures to follow on next page

Intergovernmental Agreement

In WITNESS WHEREOF, the City, the County and Board of Elections hereunto agree:

CITY OF PERRY, GEORGIA

By: 
James E. Faircloth, Jr., Mayor

Date: 02/19/2019

Attest: 
Annie Warren, City Clerk

Date: 02/19/2019

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: _____
Tommy Stalnaker, Chairman

Date: _____


Attest: _____
Barry Holland, Director of Administration

Date: _____

HOUSTON COUNTY BOARD OF ELECTIONS

By: 
Henry Childs, Chairman

Date: 4-2-2019

Attest: 
Beverly Nable,
Registration/Election Supervisor

Date: 4-2-2019

STATE OF GEORGIA
COUNTY OF HOUSTON

**AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT FOR
CONDUCT OF CITY OF PERRY ELECTIONS**

The Intergovernmental Agreement For Conduct of City of Perry Elections for the 2019 election year, by and among the CITY OF PERRY, GEORGIA (hereinafter called "the City"), the HOUSTON COUNTY BOARD OF COMMISSIONERS (hereinafter called "the County"), and the HOUSTON COUNTY BOARD OF ELECTIONS (hereinafter called "Board of Elections") is hereby amended as follows:

1.

Paragraph four (4) is deleted in its entirety and replaced as follows:

In accordance with O.C.G.A. 21-2-131 (1)(A), the City shall be responsible for fixing and publishing notice of the election and the qualifying fees for each office before February 1 of each year in which a municipal election is held or at least 35 days prior to any special election.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

In WITNESS WHEREOF, the City, the County and Board of Elections hereunto agree:

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor Pro Tempore

Date: _____

Attest: _____
Lee Gilmour, City Clerk

Date: _____

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: _____
Tommy Stalnaker, Chairman

Date: _____

Attest: _____
Barry Holland, Director of Administration

Date: _____

HOUSTON COUNTY BOARD OF ELECTIONS

By: _____
Henry Childs, Chairman

Date: _____

Attest: _____
Beverly Nable,
Registration/Election Supervisor

Date: _____

INTERGOVERNMENTAL AGREEMENT FOR
CONDUCT OF CITY OF CENTERVILLE'S MUNICIPAL ELECTIONS
UTILIZING STATE-OWNED VOTING EQUIPMENT

FOR GOOD AND VALUABLE CONSIDERATIONS, the CITY OF CENTERVILLE, GEORGIA (municipal governing authority), herein after called "the City", and the HOUSTON COUNTY BOARD OF COMMISSIONERS (county governing authority), herein after called "the County", and the HOUSTON COUNTY BOARD OF ELECTIONS, herein after called "Board of Elections", agree as follows:

1.

The purpose of this Intergovernmental Agreement is to provide the City with the use of State-owned voting equipment and other statutory requirements. In accordance with 21-2-300(e) the City wishes to contract with the County and Board of Elections for use of the State-owned voting equipment as needed for the conduct of their elections. The City shall be responsible for the conduct of all aspects of all the City's general elections, special elections and any necessary run-off elections.

2.

The City in accordance with O.C.G.A. 21-2-224(e) shall be responsible for reviewing and certifying the City's voter list and notify the Board of Elections of any coding errors in city districts or challenge(s) to voter's qualifications. The Board of Elections will provide the City with a CD/paper Elector's list. The City shall also provide the Board of Elections with maps reflecting city boundaries to facilitate the correct coding of voters.

3.

The City will provide the Board of Elections with a written request indicating the specific equipment and number of State-owned Direct Recording Electronic (D.R.E), Express Poll and Optical Scan (O.S.) voting equipment needed for use in their election. The City shall be responsible for D.R.E. thermal paper, OS machine tape, ribbons, batteries etc. (In the event the City and County hold separate elections on the same day the Board of Elections reserves the right to adjust the request for equipment.) The City shall be responsible for any damages or loss incurred, including but not limited to, the D.R.E., Express Poll, and O.S. units, memory cards, voters with disability kits (VWD), voter access cards and supervisor cards used for the conduct of the City of Centerville's general elections, special elections and any necessary run-off elections. Once the equipment has passed the required Logic and Accuracy testing, any repair costs become the responsibility of the City.

4.

The City may contract with the vendor, Election Systems and Software (ES&S), and shall pay all cost associated with the use of the State-owned voting equipment in the possession of the County, including but not limited to, programming, technical and on-site support, Logic and Accuracy testing and printing of absentee ballots. The Vendor shall provide the City with a sufficient number of programmed memory cards for use in the D.R.E. units for each election. Logic and Accuracy testing shall be held at Houston County's site where machines are stored. D.R.E. and O.S. units programmed shall be stored at Houston County's facility until needed. The City shall be responsible for transporting Houston County's State-owned equipment (D.R.E., Express Poll and O.S. units) and associated election supplies to and from the City's voting locations in a manner that will ensure the safety and security of the equipment.

5.

The City shall be responsible for and shall pay all invoices and expenses directly which are incurred, including but not limited to, poll worker training on voting equipment (if requested) and presence of Board of Elections staff in the secured area during Logic and Accuracy testing by the vendor or City; alternatively, the City may contract with the vendor Election Systems & Software (ES&S), to provide poll worker training on the voting equipment

6.

The Board of Elections will not upload any memory cards from the City's Election into the GEMS Server and will not provide any reports to the City for certification.

7.

On the day following the election, D.R.E., Express Poll and O.S. units, memory cards, voter access cards, supervisor cards, encoders, VWD kits and any other election supplies utilized or provided by the Board of Elections shall be transported to the Board of Elections' office located in the Houston County Government Building, 801 Main Street, Perry, Georgia.

8.

The contract terms will cover the 2019 election year only, expiring on December 31, 2019.

Intergovernmental Agreement
Houston County / City of Centerville
Use of Voting Equipment
Page 3

In WITNESS WHEREOF, the City, the County and Board of Elections hereunto agree:

CITY OF CENTERVILLE, GEORGIA

By: 
John R. Harley, Mayor

Date: 3/19/19

Attest: 
Krista Bedingfield, City Clerk

Date: 3/19/19

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: _____
Tommy Stalnaker, Chairman

Date: _____


Attest: _____
Barry Holland, Director of Administration

Date: _____

HOUSTON COUNTY BOARD OF ELECTIONS

By: 
Henry Childs, Chairman

Date: 4-2-2019

Attest: 
Beverly Nable,
Registration/Election Supervisor

Date: 4-2-2019

INTERGOVERNMENTAL AGREEMENT FOR
CONDUCT OF CITY OF WARNER ROBINS' MUNICIPAL ELECTIONS
UTILIZING STATE-OWNED VOTING EQUIPMENT

FOR GOOD AND VALUABLE CONSIDERATIONS, the CITY OF WARNER ROBINS, GEORGIA (municipal governing authority), herein after called the City, and the HOUSTON COUNTY BOARD OF COMMISSIONERS (county governing authority), herein after called the County, and the HOUSTON COUNTY BOARD OF ELECTIONS, herein after called "Board of Elections", agree as follows:

1.

The purpose of this Intergovernmental Agreement is to provide the City with the use of State-owned voting equipment and other statutory requirements. In accordance with 21-2-300(e) the City wishes to contract with the County and Board of Elections for the use of the State-owned voting equipment as needed for the conduct of their elections. The City shall be responsible for all aspects of all the City's general elections, special elections and any necessary run-off elections.

2.

The City in accordance with O.C.G.A. 21-2-224(e) shall be responsible for reviewing and certifying the City's voter list and notify the Board of Elections of any coding errors in city districts or challenge(s) to voter's qualifications. The Board of Elections will provide the City with a CD/paper Elector's list for review. The City shall also provide the Board of Elections with maps reflecting city boundaries to facilitate the correct coding of voters.

3.

The City will provide the Board of Elections with a written request indicating the specific equipment and number of State-owned Direct Recording Electronic (D.R.E), ExpressPoll and Optical Scan (O.S.) voting equipment needed for use in their election. The City shall be responsible for D.R.E. thermal paper, OS machine tape, ribbons, batteries etc. (In the event the City and County hold separate elections on the same day the Board of Elections reserves the right to adjust the request for equipment.) The City shall be responsible for any damages or loss incurred, including but not limited to, the D.R.E., ExpressPoll, and O.S. units, memory cards, voters with disability kits (VWD), voter access cards and supervisor cards used for the conduct of the City of Warner Robins= general elections, special elections and any necessary run-off elections. Once the equipment has passed the required Logic and Accuracy testing, any repair costs become the responsibility of the City.

4.

The City may contract with the vendor, Election Systems and Software (ES&S), and shall pay all cost associated with the use of the State-owned voting equipment in the possession of the County, including but not limited to, programming, technical and on-site support, Logic and Accuracy testing and printing of absentee ballots. The Vendor shall provide the City with a sufficient number of programmed memory cards for use in the D.R.E. units for each election. Logic and Accuracy testing shall be held at Houston County's site where machines are stored. D.R.E. and O.S. units programmed shall be stored at Houston County's facility until needed. The City shall be responsible for transporting Houston County's State-owned equipment (D.R.E., ExpressPoll and O.S. units) and associated election supplies to and from the City's voting locations in a manner that will ensure the safety and security of the equipment.

5.

The City shall be responsible for and shall pay all invoices and expenses directly which are incurred, including but not limited to, poll worker training on voting equipment (if requested) and presence of Board of Elections staff in the secured area during Logic and Accuracy testing by the vendor or City; alternatively, the City may contract with the vendor Election Systems & Software (ES&S), to provide poll worker training on the voting equipment

6.

The Board of Elections will not upload any memory cards from the City's Election into the GEMS Server and will not provide any reports to the City for certification.

7.

On the day following the election, D.R.E., ExpressPoll and O.S. units, memory cards, voter access cards, supervisor cards, encoders, VWD kits and any other election supplies utilized or provided by the Board of Elections shall be transported to the Board of Elections' office located in the Houston County Government Building, 801 Main Street, Perry, Georgia.

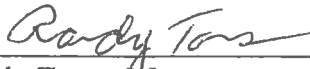
8.

The contract terms will cover the 2019 election year only, expiring on December 31, 2019.

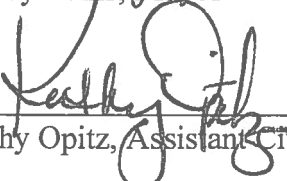
Intergovernmental Agreement
Houston County / City of Warner Robins
Use of Voting Equipment
Page 3

In WITNESS WHEREOF, the City, the County and Board of Elections hereunto agree:

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Date: 5.30.2019

Attest: 
Kathy Opitz, Assistant City Clerk

Date: 5.30.2019

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: _____
Tommy Stalnaker, Chairman

Date: _____

Attest: _____
Barry Holland, Director of Administration

Date: _____

HOUSTON COUNTY BOARD OF ELECTIONS

By: _____
Henry Childs, Chairman

Date: _____

Attest: _____
Beverly Nable,
Registration/Election Supervisor

Date: _____

Bids were solicited for gasoline and diesel fuel requirements for the period beginning July 1, 2019 thru June 30, 2020. Eight bids were received, and the Purchasing Department recommends award to low bidder Campbell Oil Co. of Elizabethtown, NC.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of a bid for gasoline and diesel fuel requirements covering the period beginning July 1, 2019 through June 30, 2020 to Campbell Oil Co. of Elizabethtown, NC at -.0634 and -.0226 OPIS markup for gasoline and diesel fuel, respectively.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828
(478) 218-4800 • FACSIMILE (478) 218-4805

MARK E. BAKER
PURCHASING AGENT

Memorandum

To: Houston County Board of Commissioners
From: Mark Baker, Purchasing Director
cc: Barry Holland, Director of Administration
Date: June 4, 2019
Re: Unleaded Plus Gasoline (10% Ethanol) / Diesel Fuel Bid Recap

Bids were solicited for gasoline and diesel fuel requirements covering the period beginning July 1, 2019 and continuing through June 30, 2020. Eight (8) bids were received and are recapped as follows:

Bidders	E10 Unl Plus 89 Octane	Diesel – Ultra Low Sulfur	<u>Average</u>
Campbell Oil Co., Elizabethtown, NC	-0.0634	-0.0226	-0.04300
Petroleum Traders Corporation, Fort Wayne, IN	-0.0611	-0.0171	-0.03910
James River Petroleum Co., Ashland, VA	-0.0510	-0.0210	-0.03600
Brad Lanier Oil Co., Inc., Albany, GA	-0.0499	-0.0199	-0.03490
World Fuel Services	-0.0187	-0.0194	-0.01905
Mansfield Oil, Gainesville, GA	-0.0391	0.0176	-0.01075
TAC Energy	-0.0221	0.0076	-0.00725
William-Pitts Oil Co.	0.0820	0.0820	0.08200

Prices are quoted based on a cents-per-gallon mark-up on the State of Georgia OPIS average daily price quote and include freight charges. Prices do not include GUST and applicable taxes.

Campbell Oil Co., Elizabethtown, NC is Low Average Bid on both fuels.

Request approval to award contract to **Campbell Oil Co., Elizabethtown, NC** for the period indicated.

12

The Fire Department has a need to replace a vehicle in the fleet and the Purchasing Department has recommended award of one new Chevy Tahoe Pursuit SUV to state-wide contract holder Hardy Chevrolet in the amount of \$38,287.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one new 2020 Chevrolet Tahoe SUV pursuit vehicle for use in the Fire Department from state-wide contract holder Hardy Chevrolet in the amount of \$38,287.



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MARK E. BAKER
PURCHASING AGENT

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: June 18, 2019
SUBJECT: Purchase of One (1) New 2020 Chevrolet Tahoe Pursuit
(Bid #19-42)

The Purchasing Department is recommending that the Houston County Board of Commissioners purchase the One (1) New Chevrolet Tahoe needed for the Fire Department from Hardy Chevrolet on state contract.

The 2020 Chevrolet Tahoe will be charged as follows:

Quantity	Budget	Department	Placement	Total Cost
1	270-3500-54.2200	3500	Fire Department	\$38,287.00

13

District Attorney Hartwig has offered to reimburse the County from forfeiture funds for 100% of the cost of a new vehicle for use in his department. Purchasing has located a suitable vehicle and recommends award to Hamby Automotive of Perry for \$32,104.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one new 2019 GMC Acadia SLE for use in the District Attorney's office from Hamby Automotive Network of Perry for \$32,104. District Attorney Hartwig will reimburse the County for the entire amount from forfeiture funds.



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MARK E. BAKER
PURCHASING AGENT

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker *MEB*
CC: Barry Holland
DATE: June 18, 2019
SUBJECT: Purchase of One (1) New 2019 GMC Acadia SLE
(Bid #19-44)

The Purchasing Department is recommending that the Houston County Board of Commissioners purchase One (1) New 2019 GMC Acadia SLE needed for the DA's Office from Hamby Automotive for \$32,104. The vehicle will be charged to 100-2200-54.2200 and reimbursed by Forfeited Funds.

Summary of bills by fund:

• General Fund (100)	\$ 341,812.65
• Emergency 911 Telephone Fund (215)	\$ 4,278.43
• Fire District Fund (270)	\$ 2,306.00
• 2001 SPLOST Fund (320)	\$ 0.00
• 2006 SPLOST Fund (320)	\$ 4,130.28
• 2012 SPLOST Fund (320)	\$ 33,143.83
• 2018 SPLOST Fund (320)	\$ 116,585.59
• Water Fund (505)	\$ 237,488.01
• Solid Waste Fund (540)	<u>\$ 283,083.31</u>
Total for all Funds	\$1,022,828.10

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,022,828.10

15

Chairman Stalnaker will make a presentation on the proposed FY20 budget to be followed immediately after by a public hearing.

16

Closure of the public hearing on FY20 budget and announcement that the FY20 budget will be formally adopted at a special-called meeting held on Tuesday, June 25th at 4:00 p.m. in the Commissioner's Board Room at the County Annex in Warner Robins.