



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

December 20, 2022

5:00 p.m.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
December 20, 2022
5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Talton

Pledge of Allegiance – Commissioner Talton

Presentation – The Office of Congressman Austin Scott

Approval of Minutes from December 6, 2022

New Business:

1. Professional Services Agreement (CSRA / State Court) – Commissioner Robinson
2. Professional Services Agreement (CSRA / Superior Court) – Commissioner Robinson
3. Sale of Surplus Vehicle (Sheriff's Department) – Commissioner Robinson
4. Annexation (City of Perry) – Commissioner Robinson
5. Memorandum of Understanding (Cities of Centerville, Perry, Warner Robins) – Commissioner Byrd
6. Bid Approval (Houston Lake Remote Well Addition) – Commissioner Byrd
7. Bid Approval (Houston Lake Raw Water Main Extension) – Commissioner Byrd
8. Memorandum of Understanding (Medical Office Building in Bonaire) – Commissioner Byrd
9. Board Appointment (Tax Assessor Board) – Commissioner Talton
10. Bid Approval (Five F-150 Pickup Trucks) – Commissioner Talton
11. Bid Approval (One F-350 Truck) – Commissioner Talton
12. Bid Approval (One F-150 Pickup Truck) – Commissioner Talton
13. Bid Approval (One SUV) – Commissioner Walker
14. Bid Approval (Two F-150 Pickup Trucks) – Commissioner Walker
15. Personnel Request – Commissioner Walker
16. Approval of Bills – Commissioner Walker

Public Comments

Commissioner Comments

Motion for Adjournment

The Professional Service Agreement with Houston County State Court and CSRA Probation Services Inc., is up for renewal. CSRA Probation Services Inc. provides private probation services in accordance with O.C.G. A. § 42-8-100 et seq. for the Houston County State Court. Staff has reviewed the contract and recommends approval of the renewal.

Motion by _____, second by _____ and carried _____ to

- approve**
- disapprove**
- table**
- authorize**

the signing of a renewal contract with CSRA Probation Services Inc. to provide private probation services in accordance with O.C.G. A. § 42-8-100 et seq. for the Houston County State Court.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2023 (“Effective Date”), by and between **HOUSTON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Houston County Board of Commissioners (the “County”), the **HOUSTON COUNTY STATE COURT** (the “Court”) and **CSRA PROBATION SERVICES, INC.**, a Georgia corporation (the “Contractor”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, in accordance with the Official Code of Georgia Annotated (“O.C.G.A.”) § 42-8-101(a)(1), the Chief Judge of the Court has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in Court and placed on probation in the County; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Houston County State Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of those services described in Exhibit C, attached hereto and incorporated herein by reference.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. This Agreement is limited to a maximum of four (4) annual extensions whereupon, unless earlier terminated as provided for herein, this Agreement will expire on December 31, 2027. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The County Manager has authority to execute without further action of the Houston County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Houston County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. Any deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through change orders as described in Section II above.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. County's Reliance on the Work

Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County

if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative

STEVE QUEEN, Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. Assignment of Agreement

Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of County

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, representatives, contractors, servants, volunteers and agents (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services shall be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

- (a)** Commercial General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b)** Commercial Automobile Liability (owned, non-owned, hired) coverage of \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
- (e) Bond or Dishonest Employee Insurance of \$300,000 (three hundred thousand dollars) limit for claims arising out of theft or losses caused by the Contractor's employees.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage.

- (i) *Additional Insured Requirement.* The County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.
- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
- (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

The insurance to be maintained by Contractor must be placed with insurers with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rating of Class VII or greater.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement. The certificates of

insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance, endorsements and declarations page shall be on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Insured Parties as additional insureds.

(8) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits A and B** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit A**, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit B**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such records shall be maintained for a period of three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County’s computer systems and software.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

(4) O.C.G.A. § 42-8-108(b) Requirement:

All Contractor’s records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits

and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

L. Conflicts of Interest

Contractor, its employees, subcontractors, agents or assigns SHALL NOT:

- (1) Engage in any activity or conduct that would result in a violation of the Houston County Code of Ethics;
- (2) Engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this Agreement;
- (3) Have personal or business dealings, including the lending of money, with probationers under their supervision;
- (4) Own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services; or
- (5) Specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. (Contractor is not prohibited from furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.)

M. Confidentiality

Except as provided in O.C.G.A. § 42-8-108(a) and § 42-8-109.2(b), all reports, files, records, and papers of whatever kind relative to the supervision of probationers by the Contractor under this Agreement are declared to be confidential and shall be available only to the County, or an auditor appointed by the County, the judge handling a particular case, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the

unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. However, pursuant to O.C.G.A. § 42-8-109.2(b)(3)(D), the rules, regulations, operating procedures, and guidelines of Contractor shall be subject to disclosure under the Georgia Open Records Act.

N. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, registrations or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement, including but not limited to the Georgia Department of Community Supervision. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, as applicable.

Q. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

V. TERMINATION

A. The County may terminate this Agreement immediately for cause, including without limitation Contractor's material breach of this Agreement, insolvency of Contractor, or Contractor's filing of a voluntary or involuntary case in bankruptcy.

B. The County may terminate this Agreement for convenience by providing written notice thereof at least thirty (30) calendar days in advance of the termination date.

C. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice of termination directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

E. Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County State Court is authorized to initiate the termination of this Agreement, subject to the approval of the County Board of Commissioners, in accordance with the termination provisions provided herein.

F. Within thirty (30) calendar days of termination, Contractor shall peacefully surrender to the County all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less service fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Contractor shall receive a receipt for all property surrendered under this provision.

VI. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, directors or employees. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

IX. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Houston County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

X. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

XI. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required. Further, Contractor shall register with any and all required local and state agencies, departments or bureaus and shall remain in good standing throughout the Term.

XII. COUNTY AUTHORIZED REPRESENTATIVE AND NOTICES

The County Manager, or his or her designee, shall be authorized to act on the County's behalf as the County's designated representative regarding this Agreement. All official notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Houston County Manager
200 Carl Vinson Parkway
Warner Robins, Georgia 31088

NOTICE TO THE CONTRACTOR shall be sent to:

Michael Popplewell, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

XIV. NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

XVII. COUNTERPARTS; AGREEMENT CONSTRUCTION AND INTERPRETATION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

XVIII. MATERIAL CONDITION


Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

IN WITNESS WHEREOF the County, the Chief Judge of the Houston County State Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

**CONTRACTOR:
CSRA PROBATION SERVICES, INC.**


Michael Popplewell, President

Attest:


Printed Name: Ginny Kent
Title: Chief Executive Officer

**HOUSTON COUNTY:
BOARD OF COMMISSIONERS**

Tommy Stalnaker, Chairman

[COUNTY SEAL]

Attest:

, County Clerk

**AGREED AND CONSENTED TO BY THE:
HOUSTON COUNTY STATE COURT**

Hon. Jason E. Ashford, Chief Judge

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF HOUSTON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

186780
Federal Work Authorization User Identification
Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Houston County, State
Court
Name of Project

Houston County, Georgia
Name of Public Employer

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

Executed on Nov, 15, 2022 in Evans (city),
Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Guiney Kent, CEO
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15th DAY OF
November, 2022.

[Signature]
NOTAR [REDACTED] GREGORY
NOTARY
NOTARY SEAL
My Comm. Exp. Feb. 9, 2026
My Commission Expires: GA
PUBLIC
SAMBIA COUNTY

EXHIBIT B

**STATE OF GEORGIA
COUNTY OF HOUSTON**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 20__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Houston County State Court the following services ("Work"). All Services provided by Contractor shall be governed by this Agreement.

A. Responsibilities of Probation Services Contractor

1.) Services Generally. Contractor shall provide private probation supervision, counseling, collection services for all moneys to be paid by a defendant in accordance with the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in the Houston County State Court and placed on misdemeanor probation in Houston County.

2.) Compliance with Statutes and Rules. Contractor shall comply at all times with Georgia law, including but not limited to O.C.G.A. § 42-8-100 et seq., and all standards, rules and regulations promulgated by the Department of Community Supervision ("DCS").

3.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. Except as otherwise provided herein, these records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, and DCS.

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

5.) Contractor Qualifications Generally. Contractor, its directors, owners, probation officers, administrative employees, agents, interns, and volunteers shall meet or exceed the requirements set forth in Department of Community Supervision Rule 105-2-.09. All administrative employees, agents, interns, or volunteers will complete a sixteen (16) hour initial orientation training program within six (6) months of appointment and eight (8) hours' annual in-service continuing education training.

6.) Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall employ professional probation personnel, including private probation officers, that meet or exceed the standards established under O.C.G.A. § 42-8-100 et seq., and as may be established by DCS, including, but not limited to:

- a. The uniform professional standards contained in O.C.G.A. § 42-8-107(a) shall be met by any person employed as and using the title of a “private probation officer” as such term is defined in O.C.G.A. § 42-8-100(3) (an individual employed by a private corporation, private enterprise, private agency, or other private entity to supervise defendants placed on probation by a court for committing an ordinance violation or misdemeanor).
- b. Any such person shall be at least twenty-one (21) years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.
- c. Every private probation officer shall receive an initial forty (40) hours of orientation upon employment and shall receive twenty (20) hours of continuing education per annum as approved by DCS, provided that the forty (40) hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.
- d. All personnel who provide services to offenders, have access to offender records, or who have access to offender data shall be first subjected to a fingerprint-based criminal background check.
- c. No person convicted of a felony shall be employed or retained as a private probation officer.

7.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to DCS to conduct periodic criminal history checks.

8.) Officer per Probationer Ratio and Standards of Supervision. Contractor will maintain sufficient staffing levels and standards of supervision including the type and frequency of contacts that are in compliance with the agreed upon Court operating procedures. As determined by the Court, supervision levels shall be as follows:

- a. Pay Only Supervision. For those cases as designated Pay Only by the Court in which the Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, and/or fees ordered by the Court in a probated and/or suspended sentence the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

- b. Condition Case Supervision. For those cases in which the Contractor is providing probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 250 active participants.
- c. Consecutive Cases. Contractor will comply with O.C.G.A. § 42-8-103.1(b) and ensure cases are reviewed after twelve (12) months of probation supervision for the possibility of early termination recommendation and every four (4) months thereafter.

9.) Local Place of Business. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the Court and to the County summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay the Contractor to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested. Information reported pursuant to this section shall be annually submitted to the Houston County Board of Commissioners and thereafter be subject to disclosure pursuant to O.C.G.A. § 50-18-70 et seq. (the "Georgia Open Records Act").

C. Tender of Collections

Contractor shall tender to the Clerk of Court a report of collections and all fines, fees, and costs collected during the month from probationers by 15th day of the following month. Restitution shall be paid to the victim by the 20th day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Payment of fines and fees will be set according to the plan approved both by the Court and Contractor. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the service fees authorized by this Agreement.

D. Access to Contractor Records

1.) All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

2.) Conflict of Interest per O.C.G.A. § 42-8-109.

- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
- b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.
- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
- d. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services:

1.) Court Service and Probationer Case History. Provide court services for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.

At orientation, the probation officer shall provide a list of all service fees to the probationer.

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

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor will prioritize collection of restitution in accordance with O.C.G.A. § 17-14-8(a) and O.C.G.A. § 17-15-13. Contractor shall provide an itemized receipt prepared in accordance with accepted accounting practices for each probationer transaction. Offenders determined by the court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer or the County.

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

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

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

7.) Electronic Monitoring. Provide electronic monitoring services to the Court at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority. Probationers shall be responsible for the costs of all electronic monitoring services unless otherwise ordered by the Court. If the probationer or defendant qualifies for the services of the Public Defender or if so ordered by the Court then the County will be responsible for the costs of all electronic monitoring.

8.) Reports of Violations Probation and Revocation Procedures. When material violations in compliance with the conditions of probation occur, Contractor will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings and such other hearings as deemed reasonable and necessary by

the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

9.) Provide Payment and File Information to Probationer. Any probationer under supervision under this Agreement shall:

- a. Be provided with a written receipt and a balance statement each time he or she makes a payment;
- b. Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and
- c. Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the Commissioner of Community Supervision authorizes the release of such information in a written order; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Contractor, the Court shall provide the following:

F. Payment for Contractor's Services

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the County is to order and enforce probationers (or other referred cases) to pay for services. The County has no direct responsibility for payment unless noted by this Agreement or a written amendment.

As determined by the Court, supervision levels and fees paid by probationers shall be as follows:

- 1.) For those cases (Pay Only) in which Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, fees ordered by the Court in a probated and/or suspended sentence which includes a minimum of one (1) contact per month the probationer shall pay a fee of \$45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, electronic report, written report or tender of payment. Contractor will comply with O.C.G.A. § 42-8-103 which states that Pay Only case fees shall be capped at three (3) months of ordinary supervision fees.

- 2.) For those cases (Conditions) in which Contractor provides probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution which includes a minimum of one (1) contact per month, the probationer shall pay a fee of \$45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.
- 3.) For those cases in which Contractor provides pre-trial diversion supervision or monitoring services the participant shall pay a fee of \$45.00 per month.
- 4.) On-site drug testing will be conducted at a rate of \$20.00 per screen for a 6-panel screen, \$30.00 per screen for a 10-panel screen and \$25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of \$15.00 per screen.
- 5.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - House Arrest (Standard GPS) at rate of \$8.00 per day;
 - House Arrest (Immediate GPS) at rate of \$10.00 per day;
 - SCRAM alcohol monitoring at rate of \$12.00 per day plus \$25.00 enrollment fee;
 - Breath Alcohol Monitoring at rate of \$8.00 per day plus \$25.00 enrollment fee;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 6.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - House Arrest (Standard GPS) at rate of \$6.00 per day;
 - House Arrest (Immediate GPS) at rate of \$8.00 per day;
 - SCRAM alcohol monitoring at rate of \$12.00 per day;
 - Breath Alcohol Monitoring at rate of \$6.00 per day;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 7.) American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.

G. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court orders otherwise in accordance with O.C.G.A. § 42-8-102.

H. Georgia Crime Victims Emergency Fund (GCVEF)

Contractor will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer serving under active probation supervision and paying a supervision fee unless the Court exempts the probationer or as otherwise required by law.

Contractor will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.

I. Credit Card Services

The County acknowledges and approves the use of credit and debit cards as a means of payment to satisfy court ordered obligations. The County acknowledges and approves the use of credit card processing companies for the administration and acceptance of credit card payments. The County acknowledges that credit card processing companies assess a fee for this transaction service and that payment of this fee is acknowledged and accepted by the user (probationer) for the convenience of the service being provided at the time the transaction is occurring. This is not a fee imposed by Contractor or retained by Contractor. Contractor's database tracks payment of this fee for the purpose of providing awareness to the probationer. The County acknowledges that the use of credit cards as a payment vehicle is voluntary and that any and all costs associated with credit card payments may be avoided through the use of other payment methods such as money orders, cashier's checks, or cash payment.

J. Notice of Court Sessions

The Court shall provide Contractor 30 days' advance notice of all court sessions that Contractor is required to attend.

K. Court Facilities

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

EXHIBIT D

KEY PERSONNEL

- 1. Michael Popplewell, President, CSRA Probation Services, Inc.**
- 2. Ginny Kent, CEO, CSRA Probation Services, Inc.**
- 3. Steve Queen, Director, CSRA Probation Services, Inc.**

The Professional Service Agreement with Houston County Superior Court and CSRA Probation Services Inc., is up for renewal. CSRA Probation Services Inc. provides private probation services in accordance with O.C.G. A. § 42-8-100 et seq. for the Houston County Superior Court. Staff has reviewed the contract and recommends approval of the renewal.

Motion by _____, second by _____ and carried _____ to

- approve**
- disapprove**
- table**
- authorize**

the signing of a renewal contract with CSRA Probation Services Inc. to provide private probation services in accordance with O.C.G. A. § 42-8-100 et seq. for the Houston County Superior Court.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2023 (“Effective Date”), by and between **HOUSTON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Houston County Board of Commissioners (the “County”), the **HOUSTON COUNTY SUPERIOR COURT** (the “Court”) and **CSRA PROBATION SERVICES, INC.**, a Georgia corporation (the “Contractor”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, in accordance with the Official Code of Georgia Annotated (“O.C.G.A.”) § 42-8-101(a)(1), the Chief Judge of the Court has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in Court and placed on probation in the County; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Houston County Superior Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of those services described in **Exhibit C**, attached hereto and incorporated herein by reference.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. This Agreement is limited to a maximum of four (4) annual extensions whereupon, unless earlier terminated as provided for herein, this Agreement will expire on December 31, 2027. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The County Manager has authority to execute without further action of the Houston County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Houston County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. Any deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through change orders as described in Section II above.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. County's Reliance on the Work

Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County

if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative

STEVE QUEEN, Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. Assignment of Agreement

Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of County

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, representatives, contractors, servants, volunteers and agents (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services shall be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

- (a) Commercial General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
- (e) Bond or Dishonest Employee Insurance of \$300,000 (three hundred thousand dollars) limit for claims arising out of theft or losses caused by the Contractor's employees.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage.

- (i) *Additional Insured Requirement.* The County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.
- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
- (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

The insurance to be maintained by Contractor must be placed with insurers with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rating of Class VII or greater.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement. The certificates of

insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance, endorsements and declarations page shall be on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Insured Parties as additional insureds.

(8) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits A and B** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit A**, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit B**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such records shall be maintained for a period of three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County’s computer systems and software.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

(4) O.C.G.A. § 42-8-108(b) Requirement:

All Contractor’s records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits

and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

L. Conflicts of Interest

Contractor, its employees, subcontractors, agents or assigns SHALL NOT:

- (1) Engage in any activity or conduct that would result in a violation of the Houston County Code of Ethics;
- (2) Engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this Agreement;
- (3) Have personal or business dealings, including the lending of money, with probationers under their supervision;
- (4) Own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services; or
- (5) Specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. (Contractor is not prohibited from furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.)

M. Confidentiality

Except as provided in O.C.G.A. § 42-8-108(a) and § 42-8-109.2(b), all reports, files, records, and papers of whatever kind relative to the supervision of probationers by the Contractor under this Agreement are declared to be confidential and shall be available only to the County, or an auditor appointed by the County, the judge handling a particular case, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the

unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. However, pursuant to O.C.G.A. § 42-8-109.2(b)(3)(D), the rules, regulations, operating procedures, and guidelines of Contractor shall be subject to disclosure under the Georgia Open Records Act.

N. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, registrations or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement, including but not limited to the Georgia Department of Community Supervision. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, as applicable.

Q. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

V. TERMINATION

A. The County may terminate this Agreement immediately for cause, including without limitation Contractor's material breach of this Agreement, insolvency of Contractor, or Contractor's filing of a voluntary or involuntary case in bankruptcy.

B. The County may terminate this Agreement for convenience by providing written notice thereof at least thirty (30) calendar days in advance of the termination date.

C. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice of termination directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

E. Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County Superior Court is authorized to initiate the termination of this Agreement, subject to the approval of the County Board of Commissioners, in accordance with the termination provisions provided herein.

F. Within thirty (30) calendar days of termination, Contractor shall peacefully surrender to the County all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less service fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Contractor shall receive a receipt for all property surrendered under this provision.

VI. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, directors or employees. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

IX. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Houston County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

X. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

XI. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required. Further, Contractor shall register with any and all required local and state agencies, departments or bureaus and shall remain in good standing throughout the Term.

XII. COUNTY AUTHORIZED REPRESENTATIVE AND NOTICES

The County Manager, or his or her designee, shall be authorized to act on the County's behalf as the County's designated representative regarding this Agreement. All official notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Houston County Manager
200 Carl Vinson Parkway
Warner Robins, Georgia 31088

NOTICE TO THE CONTRACTOR shall be sent to:

Michael Popplewell, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

XIV. NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

XVII. COUNTERPARTS; AGREEMENT CONSTRUCTION AND INTERPRETATION


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

XVIII. MATERIAL CONDITION


Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

IN WITNESS WHEREOF the County, the Chief Judge of the Houston County Superior Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

**CONTRACTOR:
CSRA PROBATION SERVICES, INC.**


Michael Popplewell, President

Attest:


Printed Name: Ginny Kent
Title: Chief Executive Officer

**HOUSTON COUNTY:
BOARD OF COMMISSIONERS**

Tommy Stalnaker, Chairman

[COUNTY SEAL]

Attest:

, County Clerk

**AGREED AND CONSENTED TO BY THE:
HOUSTON COUNTY SUPERIOR COURT**

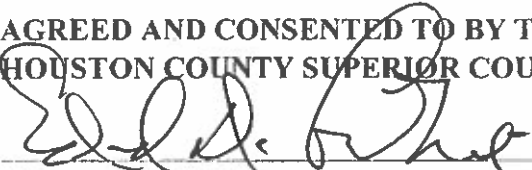

Hon. Edward D. Lukemire, Chief Judge

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF HOUSTON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

186780
Federal Work Authorization User Identification
Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Houston County
Superior Court
Name of Project

Houston County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Nov, 15, 2022 in Evans (city),
Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Gunny Kent, CEO
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15th DAY OF
November, 2022.

[Signature]
NOTARIAL SEAL
EDITH GREGORY
NOTARY
NOTARY SEAL
My Comm. Exp. Feb. 9, 2026
My Commission Expires
COLUMBIA COUNTY, GA

EXHIBIT B

**STATE OF GEORGIA
COUNTY OF HOUSTON**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20__ in _____(city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Houston County Superior Court the following services ("Work"). All Services provided by Contractor shall be governed by this Agreement.

A. Responsibilities of Probation Services Contractor

1.) Services Generally. Contractor shall provide private probation supervision, counseling, collection services for all moneys to be paid by a defendant in accordance with the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in the Houston County Superior Court and placed on misdemeanor probation in Houston County.

2.) Compliance with Statutes and Rules. Contractor shall comply at all times with Georgia law, including but not limited to O.C.G.A. § 42-8-100 et seq., and all standards, rules and regulations promulgated by the Department of Community Supervision ("DCS").

3.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. Except as otherwise provided herein, these records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, and DCS.

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

5.) Contractor Qualifications Generally. Contractor, its directors, owners, probation officers, administrative employees, agents, interns, and volunteers shall meet or exceed the requirements set forth in Department of Community Supervision Rule 105-2-.09. All administrative employees, agents, interns, or volunteers will complete a sixteen (16) hour initial orientation training program within six (6) months of appointment and eight (8) hours' annual in-service continuing education training.

6.) Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall employ professional probation personnel, including private probation officers, that meet or exceed the standards established under O.C.G.A. § 42-8-100 et seq., and as may be established by DCS, including, but not limited to:

- a. The uniform professional standards contained in O.C.G.A. § 42-8-107(a) shall be met by any person employed as and using the title of a “private probation officer” as such term is defined in O.C.G.A. § 42-8-100(3) (an individual employed by a private corporation, private enterprise, private agency, or other private entity to supervise defendants placed on probation by a court for committing an ordinance violation or misdemeanor).
- b. Any such person shall be at least twenty-one (21) years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.
- c. Every private probation officer shall receive an initial forty (40) hours of orientation upon employment and shall receive twenty (20) hours of continuing education per annum as approved by DCS, provided that the forty (40) hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.
- d. All personnel who provide services to offenders, have access to offender records, or who have access to offender data shall be first subjected to a fingerprint-based criminal background check.
- e. No person convicted of a felony shall be employed or retained as a private probation officer.

7.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to DCS to conduct periodic criminal history checks.

8.) Officer per Probationer Ratio and Standards of Supervision. Contractor will maintain sufficient staffing levels and standards of supervision including the type and frequency of contacts that are in compliance with the agreed upon Court operating procedures. As determined by the Court, supervision levels shall be as follows:

- a. Pay Only Supervision. For those cases as designated Pay Only by the Court in which the Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, and/or fees ordered by the Court in a probated and/or suspended sentence the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

- b. Condition Case Supervision. For those cases in which the Contractor is providing probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 250 active participants.
- c. Consecutive Cases. Contractor will comply with O.C.G.A. § 42-8-103.1(b) and ensure cases are reviewed after twelve (12) months of probation supervision for the possibility of early termination recommendation and every four (4) months thereafter.

9.) Local Place of Business. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the Court and to the County summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay the Contractor to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested. Information reported pursuant to this section shall be annually submitted to the Houston County Board of Commissioners and thereafter be subject to disclosure pursuant to O.C.G.A. § 50-18-70 et seq. (the "Georgia Open Records Act").

C. Tender of Collections

Contractor shall tender to the Clerk of Court a report of collections and all fines, fees, and costs collected during the month from probationers by 15th day of the following month. Restitution shall be paid to the victim by the 20th day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Payment of fines and fees will be set according to the plan approved both by the Court and Contractor. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the service fees authorized by this Agreement.

D. Access to Contractor Records

1.) All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

2.) Conflict of Interest per O.C.G.A. § 42-8-109.

- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
- b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.
- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
- d. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article, nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services:

1.) Court Service and Probationer Case History. Provide court services for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.

At orientation, the probation officer shall provide a list of all service fees to the probationer.

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

3.) Restitution. Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor will prioritize collection of restitution in accordance with O.C.G.A. § 17-14-8(a) and O.C.G.A. § 17-15-13. Contractor shall provide an itemized receipt prepared in accordance with accepted accounting practices for each probationer transaction. Offenders determined by the court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer or the County.

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

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

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

7.) Electronic Monitoring. Provide electronic monitoring services to the Court at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority. Probationers shall be responsible for the costs of all electronic monitoring services unless otherwise ordered by the Court. If the probationer or defendant qualifies for the services of the Public Defender or if so ordered by the Court then the County will be responsible for the costs of all electronic monitoring.

8.) Reports of Violations Probation and Revocation Procedures. When material violations in compliance with the conditions of probation occur, Contractor will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings and such other hearings as deemed reasonable and necessary by

the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

9.) Provide Payment and File Information to Probationer. Any probationer under supervision under this Agreement shall:

- a. Be provided with a written receipt and a balance statement each time he or she makes a payment;
- b. Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and
- c. Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the Commissioner of Community Supervision authorizes the release of such information in a written order; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Contractor, the Court shall provide the following:

F. Payment for Contractor's Services

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the County is to order and enforce probationers (or other referred cases) to pay for services. The County has no direct responsibility for payment unless noted by this Agreement or a written amendment.

As determined by the Court, supervision levels and fees paid by probationers shall be as follows:

- 1.) For those cases (Pay Only) in which Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, fees ordered by the Court in a probated and/or suspended sentence which includes a minimum of one (1) contact per month the probationer shall pay a fee of \$45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, electronic report, written report or tender of payment. Contractor will comply with O.C.G.A. § 42-8-103 which states that Pay Only case fees shall be capped at three (3) months of ordinary supervision fees.

- 2.) For those cases (Conditions) in which Contractor provides probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution which includes a minimum of one (1) contact per month, the probationer shall pay a fee of \$45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.
- 3.) For those cases in which Contractor provides pre-trial diversion supervision or monitoring services the participant shall pay a fee of \$45.00 per month.
- 4.) On-site drug testing will be conducted at a rate of \$20.00 per screen for a 6-panel screen, \$30.00 per screen for a 10-panel screen and \$25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of \$15.00 per screen.
- 5.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - House Arrest (Standard GPS) at rate of \$6.00 per day;
 - House Arrest (Immediate GPS) at rate of \$8.00 per day;
 - SCRAM alcohol monitoring at rate of \$12.00 per day;
 - Breath Alcohol Monitoring at rate of \$6.00 per day;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 6.) American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.

G. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court orders otherwise in accordance with O.C.G.A. § 42-8-102.

H. Georgia Crime Victims Emergency Fund (GCVEF)

Contractor will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer serving under active probation supervision and paying a supervision fee unless the Court exempts the probationer or as otherwise required by law. Contractor will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.

I. Credit Card Services

The County acknowledges and approves the use of credit and debit cards as a means of payment to satisfy court ordered obligations. The County acknowledges and approves the use of credit card

processing companies for the administration and acceptance of credit card payments. The County acknowledges that credit card processing companies assess a fee for this transaction service and that payment of this fee is acknowledged and accepted by the user (probationer) for the convenience of the service being provided at the time the transaction is occurring. This is not a fee imposed by Contractor or retained by Contractor. Contractor's database tracks payment of this fee for the purpose of providing awareness to the probationer. The County acknowledges that the use of credit cards as a payment vehicle is voluntary and that any and all costs associated with credit card payments may be avoided through the use of other payment methods such as money orders, cashier's checks, or cash payment.

J. Notice of Court Sessions

The Court shall provide Contractor 30 days' advance notice of all court sessions that Contractor is required to attend.

K. Court Facilities

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

EXHIBIT D

KEY PERSONNEL

- 1. Michael Popplewell, President, CSRA Probation Services, Inc.**
- 2. Ginny Kent, CEO, CSRA Probation Services, Inc.**
- 3. Steve Queen, Director, CSRA Probation Services, Inc.**

3

The Sheriff's Office is requesting permission to sell a surplus 2015 Chevrolet Tahoe (unit 901) to the Cordele Police Department. Unit 901 has mechanical issues and has been removed from our active fleet. The Cordele Police Department is aware of the mechanical issues.

The Sheriff's Office is also requesting permission to donate a surplus 2017 Ford F-150 (Unit 996) to the Haralson County Sheriff's Office. Unit 996 has been removed from our active fleet.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the sale of a surplus 2015 Chevrolet Tahoe (unit 901) from the Sheriff's Office to the Cordele Police Department, and donating a surplus 2017 Ford F-150 (unit 996) to the Haralson County Sheriff's Department.

CULLEN TALTON
SHERIFF, HOUSTON COUNTY
202 CARL VINSON PARKWAY
WARNER ROBINS, GEORGIA 31088
478-542-2085/FAX 478-329-9715

Maj. Tommy Jackson
Chief Administrator

Capt. Ron Brainard
Chief Investigator

Capt. Clay Chambers
Patrol Commander

Maj. Dave Carrick
Chief Detention Officer

Wm. H. Rape, Jr. *Chief Deputy*

To: Houston County Board of Commissioners

From: Sheriff Cullen Talton

Ref: Donating of Unit 996

Date: December 13, 2022


Chairman Stalnaker,

I am writing to express in donating the 2017 Ford F-150, (Unit 996) to the Haralson County Sheriff's Office. Unit 996 has been deadlined from our fleet.

Sheriff Williams expressed interest in a deadline vehicle from Houston County Sheriff's Office. Unit 996 is a 2017 Ford F-150. VIN# 1FTEW1CF6HFA76499, mileage 136,553.

I would ask the Board of Commissioners to consider donating Unit 996 to Sheriff Williams, Haralson County Sheriff's Office

Thank you for your attention in this matter.



Cullen Talton
Sheriff
Houston County

CULLEN TALTON
SHERIFF, HOUSTON COUNTY

202 CARL VINSON PARKWAY
WARNER ROBINS, GEORGIA 31088
478-542-2085/FAX 478-329-9715

Maj. Tommy Jackson
Chief Administrator

Capt. Ron Brainard
Chief Investigator

Wm. H. Rape, Jr. *Chief Deputy*

Capt. Clay Chambers
Patrol Commander

Maj. Dave Carrick
Chief Detention Officer

To: Houston County Board of Commissioners

From: Sheriff Cullen Talton

Ref: Sale of Unit 901

Date: December 13, 2022

Chairman Stalnaker,

I am writing to express my agreement with the sale of the 2015 Chevrolet Tahoe (unit 901) to the Cordele Police Department. Unit 901 has mechanical issues and has been deadlined from our fleet.

Captain Justin West has expressed the Cordele Police Departments' interest in purchasing unit 901 for Two Thousand Dollars (\$2,000.00). I am asking for the Board's approval in the selling of unit 901.

Unit 901 2015 Chevrolet Tahoe. VIN# 1GNLC2EC5FR58292. The Cordele Police Department is aware of the mechanical issues with unit 901.

Thank you for your attention in this matter.



Cullen Talton
Sheriff
Houston County



Cordele Police Department

501 North 7th Street Cordele, GA 31015 Telephone 229-276-2921 Fax 229-273-6773

Jalon Heard, Chief of Police

To: Houston County Board of Commissioners

From: Captain Justin D. West

Date: 12/12/2022

Re: 2015 K9 Chevrolet Tahoe

To whom it may concern,

I am writing on behalf of Chief Jalon Heard to express our interest in purchasing the used equipped K9 Chevy Tahoe from you at the agreed upon price of \$2,000. We are fully prepared to pay for it now.

We appreciate both yours and Sheriff Talton's offer to sell this vehicle to us, it will help us get our K9 unit off the ground to better protect our community!

Sincerely,

Captain Justin D. West

4

The City of Perry is requesting concurrence for the annexation of property located at 2031 N. Hwy 41. The property is contiguous to the Perry city limits. Current zoning of the property according to Houston County Tax Assessors is County RAG, proposed zoning is City C-2.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

a City of Perry request for annexation of property located at 2031 N. Hwy 41 Perry, GA. Current zoning of the property according to Houston County Tax Assessors is County RAG, proposed zoning is City C-2.



Where Georgia comes together.

Department of Community Development

November 15, 2022

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

Via email with delivery receipt to: thall@houstoncountyga.org
rdunbar@houstoncountyga.org
kgeorge@houstoncountyga.org

Houston County School District
1100 Main Street
Perry, Georgia 31069

Via email with delivery receipt to: mark.scott@hcbe.net

Ladies and Gentlemen,

Pursuant to O.C.G.A. § 36-36-6 and § 36-36-111, please be advised the City of Perry has accepted the following petition to annex property into the City of Perry:

- Property location: 2031 N. Hwy 41
- Parcel # 0003100 20000
- Requested City of Perry zoning classification: C-2, General Commercial District
- Proposed Land Uses: The property is currently vacant. The applicant proposes to building a learning center. See the attached Table of Uses for uses allowed in the requested zoning classification.

A copy of the annexation petition and supporting documents is attached.

A public hearing regarding this petition is scheduled for January 3, 2023, at 6:00 pm in the Perry Events Center, 1121 Macon Road, Perry.

Sincerely,

Bryan Wood, Director
Community Development

Attachments



Where Georgia comes together.

Application # Annex #
01123-0022

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Stacey D. Grady, Sr.	F & S Properties
*Title	owner	Macon, GA
*Address	121 W. River Cane Run, Perry, Georgia	
*Phone	912-592-2483	
*Email	sdgrady34@gmail.com	

Property Information

*Street Address or Location	2031 N. Hwy 41, Perry, GA 31069	
*Tax Map #(s)	000310020000	3.44 acres
*Legal Description	<p>A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;</p> <p>B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.</p>	

Request

*Current County Zoning District	C2	*Proposed City Zoning District	C2
*Please describe the existing and proposed use of the property <u>Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.</u>			
The existing property is residential, and the proposed use is to build a learning center.			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
 - *Fees
 - Residential - \$145.00 plus \$17.00/acre (maximum \$1,750.00)
 - Planned Development - \$165.00 plus \$17.00/acre (maximum \$3,100.00)
 - Commercial/Industrial - \$252.00 plus \$23.00/acre (maximum \$3,300.00)
 - *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards) See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
 - The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
 - Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
 - *The applicant must be present at the hearings to present the application and answer questions that may arise.
 - *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No
- If yes, please complete and submit a Disclosure Form available from the Community Development office.

5. The applicant and property owner affirm that all information submitted with this application, including any all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

Signatures	
Applicant	<i>Stacey D. Brady</i> / Date 11/12/22
Property Owner/Authorized Agent	<i>[Signature]</i> / F+S Real Estate Properties LLC / Date 11-11-22

Standards for Granting a Zoning Classification

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

1. Identify the existing land uses and zoning classification of nearby properties.
2. Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property.
3. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
4. Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan.
5. Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools.
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Answers:

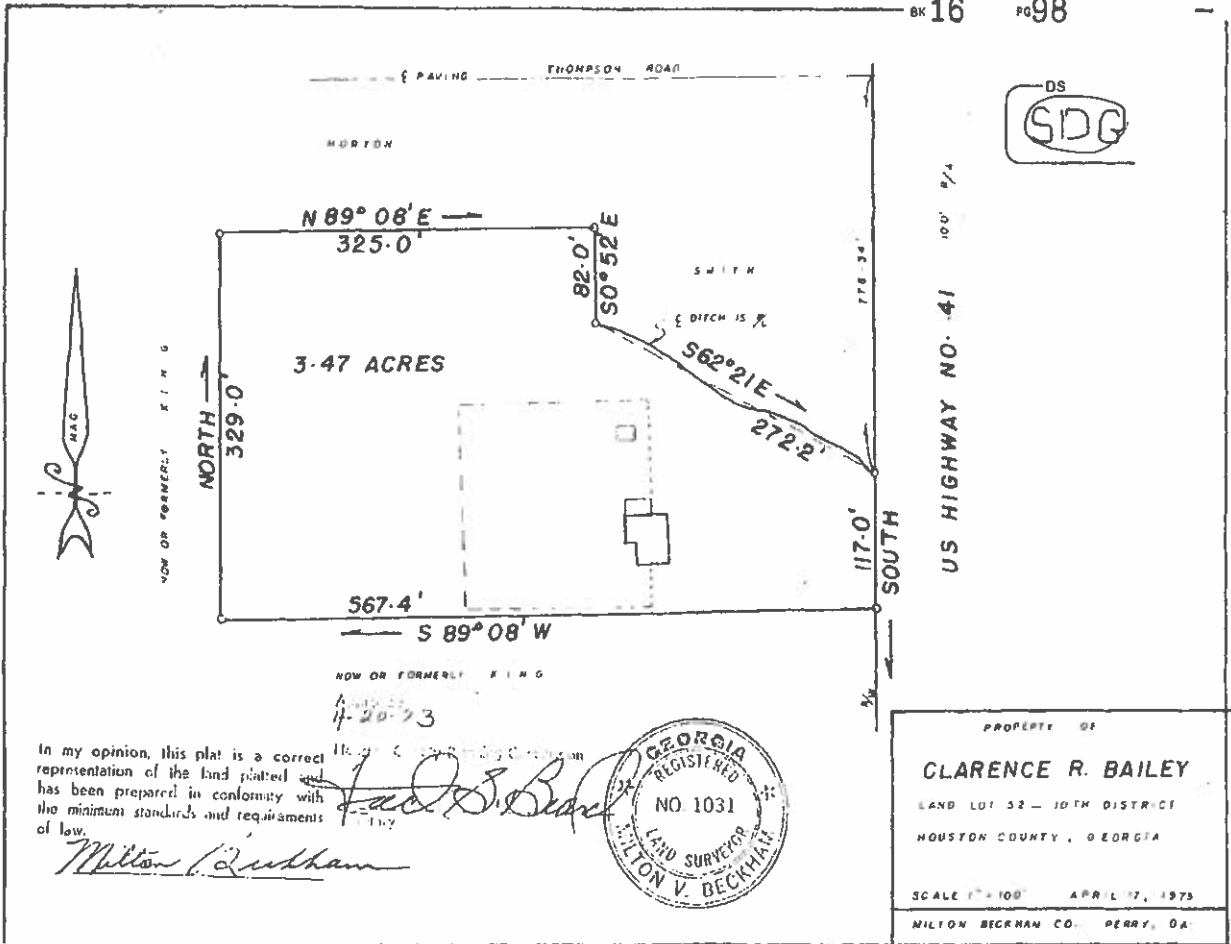
1. A retail convenience store is adjacent to the left side of the property, and a residential dwelling is adjacent to the right side of the property line.
2. The retail convenience store adjacent to the left side of the property offers suitability for the proposed zoning.
3. Given the size (3.44 acres) and the location (adjacent to a commercial building), the proposed zoning will not adversely affect adjacent or nearby property's existing use or usability.
4. The zoning proposal conforms with the policies and intent of the Comprehensive Plan.
5. We are working with a civil engineer to ensure there will be no excessive burden upon existing streets, transportation facilities, utilities, or schools.
6. The location of the zoning proposal complements the existing or changing conditions and will not negatively affect the use and development of any nearby property.

Exhibit "B"

Recorded April 25, 1973

Doc ID: 008931440001 Type: PLA
Filed: 04/26/1973 at 00:59:03 AM
Page No: 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 16 PG 98



This instrument prepared by and after
recording is to be returned to:

G. Boone Smith, III #12181 ENV
Smith, Hawkins, Hollingsworth & Reeves, L.L.P
PO Box 6495
Macon, Georgia 31208-6495

Doc ID: 014082510005 Type: GLR
Recorded: 11/19/2015 at 11:15:40 AM
Fee Amt: \$18.00 Page 1 of 5
Transfer Tax: \$0.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 7011 PG 209-213

(This Space for Official Use Only)

STATE OF GEORGIA
COUNTY OF BIBB

QUIT CLAIM DEED

THIS INDENTURE, made this 18th day of November, 2015 but effective as of January 1, 2016, by and between SOLOMON I. HIRSH, Party of the First Part, hereinafter referred to as "Grantor", and F&S REAL ESTATE PROPERTIES, LLC, a Georgia limited liability company, Party of the Second Part, hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, Grantor has remised, released, conveyed and forever quitclaimed, and by these presents does remise, release, convey and forever quitclaim unto Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

TO HAVE AND TO HOLD said tract or parcel of land in order that neither the Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said land or any of the right, members and appurtenances thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed his seal the day and year first above written.

By: 
SOLOMON I. HIRSH, Grantor

Sworn to and subscribed before me


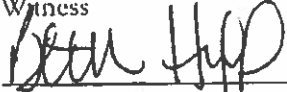

Witness

Notary Public, State of Georgia
My Commission Expires:



EXHIBIT "A" BOOK 7011 PAGE 216

TRACT 1: All that tract or parcel of land situate, lying and being in Land Lot 216 of the Fifth (5th) Land District of Houston County, Georgia, which is known and designated as Lot 13, Block "C", Section 2, Northgate Estates Subdivision, according to a plat of said subdivision which is recorded in Plat Book 11, Page 69, Clerk's Office, Houston Superior Court. The said recorded plat is incorporation herein by reference for all purposes.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. **Parcel No.: 0W016D 009000**

TRACT 2: All that tract or parcel of land lying and being in Land Lot 217 of the Fifth Land District of Houston County, Georgia, and being known, according to a survey and plat thereof made by Theodore W. Waddle, Registered Land Surveyor No. 924 on June 8, 1959, which plat is recorded in Map Book 5, Page 269, Clerk's Office, Houston County Superior Court, as Lot No. 1 of the Subdivision of Commercial Circle Area, Zeigler Place Housing Site, and being more particularly described as follows: BEGINNING at a point where the easterly line of Davis Drive is intersected by the Northerly line of Watson Boulevard and from this beginning point running thence in a Easterly direction along the Northerly line of Watson Boulevard for a distance of 165.38 feet to an iron pin on the Northerly line of Watson Boulevard; thence North 01 degree 14 minutes 20 seconds west for a distance of 92.43 feet to an iron pin; thence South 87 degrees 23 minutes 40 second west for a distance of 165 feet to a point on the Easterly line of Davis Drive; thence in a Southerly direction along the Easterly line of Davis Drive for a distance of 100.43 fee to the POINT OF BEGINNING.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. **Parcel No.: 0W027A 003000**

TRACT 3: All those tract or parcels of land lying and being in original Land Lot No. 217 in the lower Fifth Land District of Houston County, State of Georgia, and better described according to a plat and survey thereof as made by Theodore W. Waddle, Registered Surveyor #924, on June 8, 1959, which plat is of record in office of Clerk of Houston Superior Court in Map Book #5, page 269; and also distinguished as lots Nos. Five (5), Six (6) and Seven (7) of said above referred to survey and known as the SUBDIVISION OF COMMERCIAL CIRCLE AREAS Seigler Place Housing Site in City of Warner Robins, said State and County. Said lots each fronting on North Davis Drive 25 feet each, and being approximately 384.37 feet long.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's

Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. Parcel No.: 0W014A 009000

TRACT 4: All that tract or parcel of land situate, lying and being in Land Lot 52 of the Tenth Land District of Houston County, Georgia, which comprises 3.47 acres of land as more particularly shown on a plat of survey prepared by Milton Beckham, Surveyor, on April 17, 1973, a copy of said plat being of record in Map Book 16, page 98, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. Parcel No.: 000310 020000

TRACT 5: All that tract or parcel of land situate, lying and being in Land Lot 217 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Lots 15 and 16, Commercial Circle Area, Zeigler Place Housing Site Subdivision, according to a plat of survey of record in Plat Book 5, Page 269, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

The above described property is conveyed subject to all easements and restrictions of record in the Clerk's Office, Houston Superior Court.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. Parcel No.: 0W014A 007000

The Grantee assumes the Deed to Secure Debt secured by this Real Property recorded in Deed Book 3850, Pages 347-352, Clerk's Office, Houston Superior Court.

TRACT 6: All that tract or parcel of land situate, lying and being in Land Lot 200 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Lot 27, Block "B", Warner Robins Manor Subdivision, according to a plat of said subdivision of record in Plat Book 2, Page 251, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

The above described property is conveyed subject to all easements and restrictions of record in the Clerk's Office, Houston Superior Court.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. Parcel No.: 0W024A 001000

TRACT 7: All that tract or parcel of land situate, lying and being in Land Lot 203 of the Fifth (5th) Land District of Houston County, Georgia, which is shown on the plat of survey for Alvin Hirsh of record in Plat Book 24, Page 191, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. **Parcel No.: 0W019E 001000**

TRACT 8: All that tract or parcel of land situate, lying and being in Land Lot 226 of the Fifth Land District of Houston County, Georgia. Said property is designated as the eastern half of Lots 9 & 10, Block C, according to a plat of the property of Mrs. M. M. Stephens, formerly Mrs. M. M. Stephens Duke, of record in Plat Book 1, Page 328, Clerk's Office, Houston Superior Court. The tract hereby conveyed is bounded on the east by Stephens Street, on the south by Lot 8, in Block C, in said subdivision, on the west by the west half of Lots 9 & 10, in Block C, and on the north by Duke Street. Said tract fronts 50 feet on the south side of Duke Street and 100 feet on the west side of Stephens Street and abuts 50 feet on the north side of Lot 8 in Block C.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. **Parcel No.: 0W001A 006000**

TRACT 9: All that tract or parcel of land situate, lying and being in Land Lot 203 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Tract "A", comprising 0.99 acre, and Tract "B", comprising 1.89 acres, according to a plat of survey prepared by Waddle Surveying Co., Inc., dated December 13, 1968, a copy of which is of record in Plat Book 12, Page 247, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

The above described real property is known as 805 North Davis Drive and 912 North Davis Drive according to the system of numbering addresses presently utilized in Warner Robins, Georgia.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. **Parcel Nos.: 0W019D 053000 and 0W019E 002000**

TRACT 10: All that tract or parcel of land situate, lying and being in Land Lot 217 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Lots 8, 9, 10, 11, 12, 13 and 14 in Commercial Circle Area Ziegler Plaza Housing Site Subdivision, according to a plat of survey of record in Plat Book

BOOK 7011 PAGE 213

5, Page 269, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

This being the same property conveyed to Solomon I. Hirsh from Jan Kimbell Hirsh, as Executor of the Last Will and Testament of Alvin J. Hirsh, by Executor's Deed dated December 30, 2014, recorded in Deed Book 6746, Pages 158-164, Clerk's Office, Houston Superior Court. Parcel No.: 0W014A 008000

The Grantee assumes the Deed to Secure Debt secured by this Real Property recorded in Deed Book 1912, Pages 250-262, Clerk's Office, Houston Superior Court.

Table 4-1.1: Table of Uses

Key: "P" = Permitted Use, "S" = Special Exception Use, "C" = Conditional Use, Blank Cell = Prohibited Use

Use Category	Use Type	Zoning Districts																	Additional Regulations (Sections)				
		Residential									Nonresidential									Form Based Code ²			
		RAG	R1	R2	R3	RTH	RM1	RM2	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU		IMU	MUC	NMU	FBR
Residential Uses																							
Household Living	Single Family dwelling, detached	P	P	P	P		P	P		P	P		P	P						S	P	P	
	Single Family dwelling, attached		P ¹	P ¹	P ¹	P							P ²	P					P	P	P	P	4-3.1(A)
	Two Family dwelling						P	P		P	P		P		P				P	P	P	P	
	Multi-family dwelling < 7 units						P	P		P	P	P	P	P	P				P	P	P	P	
	Multi-family dwelling > 6 units							S				S	S	S					P	S	S		
	Manufactured home	P							P														
	Manufactured home park								P														4-3.1(B)
	Manufactured home subdivision								P														
	Dwelling in a commercial building									C	C	C	C	C	C	C	C	P	P	P		4-3.1(C)	
Group Living	Family personal care home	P	P	P	P		P	P		P	P		P		P				P	P	P		
	Boarding house											P	P ²										
	All other uses						S	S		P	P	P	P				P	P	P			4-4.3(D)	
Accessory Use	Residential Business	S	S	S	S	S	S	S	S	P	P	P	P	P	P			P	P	P	S	4-4.3(D)	
Public and Institutional Uses																							
Community Service	All Uses	S	S	S	S		S	S	S	P	P	P	P	P	P			P	P	P	P	S	
Day Care	Child learning center (19+ persons)	S					S	S	S	P	P		P					P	P	P			
	Group daycare home (7-18 persons)	S					S	S	S	P	P		P		P			P	P	P			
	Preschool	S					S	S	S	P	P	P	P	P	S			P	P	P	P		
Education	Business school									S	S	P	P	P				P	P				
	College or university									P	P	P	P					P	P	P	P		
	School, public or private	S	S	S	S		S	S	S	P	P	P	P					P	P	P	P		
	Trade school											P					P	P	P	P	P		
Government	Detention facility																	P					
	Emergency response facility											P	P				P	P	P				
	Maintenance, storage, and distribution facility																P	P	P				
	Police substation											P	P	P	P			P	P				
	Post office									P	P	P	P					P					

Use Category	Use Type	Zoning Districts																	Additional Regulations (Sections)					
		Residential								Nonresidential							Form Based Code ²							
		RAG	R1	R2	R3	RTH	RM1	RM2	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU		IMU	MUC	NMU	FBR	
Health Care	Hospital									P	P	P												
	Medical facility other than hospital									P	P	P	P	P	P									
Institutions	Religious institution	S	S	S	S		S	S	S	P	P	P	P	P	S					P	P	P	S	
	Congregate personal care home									P	P		P								P			
	Alternative/post incarceration facility											S						P						
	Rehabilitation facility											P	P					P	P					
	All other uses									P	P	P	P							P				
Parks and Open Space	Cemetery, columbarium, mausoleum	S								P	P	P	P	P				P	P	P			4-3.2(A)	
	Community Garden	P	S	S	S	S	S	S	S	P	P	P	P	S	P	P		P	P	P	P	P		
	Golf course	S	S									P						P	P	P				
	Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	P		
Transportation Terminals	Airport/heliport/landing strip																P	P						
	All other uses											P				P	P		P					
Utilities	Communication tower, freestanding	S								P	P	P	S			P	P	P	P				4-3.2(B)	
	Communication tower on existing structure									P	P	P	P	P	P	P	P	P	P	P	P		4-3.2(B)	
	Utility, major	S	S	S	S	S	S	S	S			P				P	P	P	P	P	P	S		
	Utility, minor	S	S	S	S	S	S	S	S			P	P			P	P	P	P	P	P	S		
Commercial Uses																								
Eating Establishments	Brewpub											P	P	P					P	P	P			
	Drive-in restaurant											P												
	Restaurant with drive-through window											P	P						P	P	S			
	Restaurant with indoor and outdoor seating and/or food service areas											P	P	P	S				P	P	P			
	Restaurant with indoor seating only											P	P	P					P	P	P			
	Restaurant with no seating											P	P	P					P	P	P			
Offices	All uses									P	P	P	P	S			P	P	P	P				
Outdoor Entertainment	All uses											P	S ¹						P	P				
Parking, Commercial	Parking lot									P	P	P	P	P				P		P	S			
	Parking structure									S	S	P	P	P				P	P	P	S			

Use Category	Use Type	Zoning Districts																Additional Regulations (Sections)						
		Residential							Nonresidential							Form Based Code ²								
		Rtg	R1	R2	R3	RTH	RM1	RM2	RMH	OC	IN	C1	C2	C3	LC	M1	M2		GU	IMU	MUC	NMU	FBR	
Retail Sales and Service	Automobile parts store											P	P						P	P	P			
	Bank, financial institution, ATM											P	P	P	S	P				P	P	P		
	Bar, nightclub											P	P	P						P	P	P		
	Barber shop, beauty shop											P	P	P	P					P	P	P		
	Casino or gambling establishment											C												4-3.3(C)
	Civic club												P	P						P	P			
	Convenience store												P	P						P	P	S		4-3.3(A)
	Convention and exhibition facility												P					P		P				
	Event venue	S											P	P	P					P	P	P		
	Farmers' market	S											P	P	P	S				P	P	S		
	Flea market												P				P							
	Fortune telling												P											
	Funeral home, mortuary									P	P		P							P	P	P		
	Grocery store												P	P						P	P	P		
	Health club, spa									P	P		P	P	P					P	P	P		
	Indoor entertainment facility, general												P	P	S					P	P	P		
	Kennel or veterinary clinic, indoor and outdoor												P	P					P	P	P			
	Kennel or veterinary clinic, indoor only												P	P						P	P	P		
	Landscape nursery												P				P							
	Liquor store												P	P ²						P				
	Photography, art, dance studio or gallery													P	P	S				P	P	P	S	
	Personal services, all other												P	P ²	P ³	S ²				P ³	P ³	P ²		
	Prefabricated building display and sales												P				P			P	S			
Retail sales and services, all other												P	P ¹	P ³	S ²	P	P		P ³	P ³	P ²			
Retail tenant exceeding 35,000 square feet												P	S						P	P			6-6.2	
Sexually oriented business												P				P	P						4-3.3(E)	
Shopping center exceeding 50,000 square feet												P	P						P	P			6-6.2	

Use Category	Use Type	Zoning Districts																							Additional Regulations (Sections)				
		Residential									Nonresidential									Form Based Code 2									
		RAG	R1	R2	R3	RTH	RM1	RM2	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU	IMU	MUC	NMU	FBR							
Self-Service Storage	All Uses											P	S			P	P		P									6-6.2	
Vehicle Sales and Services	Automobile rental											P	P ¹			P			P	S								4-3.3(F)	
	Automobile sales											P	P ¹			P			P	S								4-3.3(F)	
	Automobile repair											P	S ¹			P			P	S								4-3.3(A & F)	
	Automobile service											P	P ¹						P	P	S							4-3.3(A & F)	
	Automobile wash and detailing											P	P ¹						P	S	S								
	Boat/ recreational vehicle rental & sales											P				P			P	S									
	Taxicab service											P					P												
	Tire sales and installation												P	P ¹			P			P	P	P							
	Towing service																P	P											
	Truck and trailer rental and sales												P				P			P	S								
Visitor Accommodations	Bed and breakfast inn	S	S	S	S		S	S	S	C	C		P	C					S	S	S	S						4-3.3(B)	
	Campground											S																	
	Hotel or motel											P	P	P					P	P	S								
	Recreational vehicle park											S																	4-3.3(D)
	Short-term Residential Rental	S	S	S	S	S	S	S	S	P	P	P	P	P					P	P	P	S							
Service and Industrial Uses																													
Agricultural Operations	Farm winery	S										S	S ¹			P	P				S	S							
	Riding stable/academy	P										S	P ¹			P	P												4-3.4(A)
	All other uses	P	S	S	S			S				S	S ¹			P	P												4-3.4(A)
Industrial Services	Contractor's office with on-site storage/fabrication											P				P	P		P	P	S								
	Truckstop or travel plaza											P				P	P												
	All other uses											P				P	P												
Manufacturing and Production	Artisan production establishment											P				P	P		P										
	Brewery, distillery												P	S		P			P										
	Heavy manufacturing																P												
	Light manufacturing, general												P				P	P		P									
Mining Operations	All uses																S												
Research and Development	All uses									P		P	P	S		P	P		P	P	P								

Use Category	Use Type	Zoning Districts																	Additional Regulations (Sections)				
		Residential								Nonresidential						Form Based Code ²							
		RAG	R1	R2	R3	RTH	RM1	RM2	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU		IMU	MUC	NMU	FBR
Warehouse and Freight Movement	Outdoor storage lot																		P	S			6-3.7(A)
	Truck or freight terminal											P					P	P		P			
	Warehouse															P	P						
Waste Services	Junk yard																S						6-3.7(A)
	Recycling drop-off center															P	P	P					
	Waste disposal or treatment operation															S	S	P					
Wholesale Sales	All uses															P	P		P				

1 – These uses are not permitted in the Downtown Development Overlay District. For "Personal services, all other" and "Retail sales and services, all other", the limitation applies only to massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments
 2 – Uses in the Form Based Code districts are subject to standards of the Form Based Code in Appendix A of this chapter.
 3 – Massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments are not permitted.
 4 – Townhouses are permitted only within the Downtown Development Overlay District within these base zoning districts.



Overview



Legend

- Parcels
- Roads

Parcel ID	000310 020000	Owner	F&S REAL ESTATE PROPERTIES LLC	Last 2 Sales			
Class Code	Residential		101 FAWN LAKE CT	Date	11/18/2015	Price	23
Taxing District	County		MACON, GA 31210			Reason	U
Acres	3.44	Physical Address	2031 N HWY 41		12/30/2014	Qual	U
		Assessed Value	Value \$91800				
		Land Value	Value \$48100				
		Improvement Value	Value \$37700				
		Accessory Value	Value \$6000				

(Note: Not to be used on legal documents)

Date created: 12/16/2022
 Last Data Uploaded: 12/16/2022 7:22:59 AM

Developed by **Schneider**
 GEOSPATIAL

PR-111722-F&SProperties-2031NHwy41

Request for annexation received – 11/17/2022 Agenda 12/20/2022 – 1/1/2023 45th Day

Request Received From: Perry

Applicant/Owner(s): Stacey D. Grady, Sr./F&S Real Estate Properties, LLC

Property Location: 2031 N. Hwy 41, Perry

Parcel ID: 000310 020000 (3.44 acres)

Zone Change: Application list current zoning as C-2, Tax Assessors' list current zoning as County RAG; Proposed City Zoning C-2.

Debra Presswood – No comments or concerns listed.

Tom Hall – Comments: The property is contiguous to the Perry city limits. Annexation of this property does not create an unincorporated island.

Concerns: Preserve any County utilities.

Chief Stoner – Comments: None

Concerns: None

Tim Andrews – Comments: No comments.

Concerns: No concerns.

James Moore – Comments: No objections to the annexation/rezoning request.

Concerns: None

Sheriff Talton – No comments or concerns listed.

Alan Smith – Comments: None

Concerns: None

Public Works – **Brian Jones** – Comments: None; Concerns: None

Terry Dietsch – No comments or concerns listed.

Chad Foreman – No comments or concerns listed.

Ronnie Heald – No comments or concerns listed.

Van Herrington – No comments or concerns listed.

Allen Mason – No comments or concerns listed.

Travis McLendon – No comments or concerns listed.

Ken Robinson – No comments or concerns listed.

Jeff Smith – No comments or concerns listed.

5

The motion approved by the Board at the December 6, 2022 meeting regarding the County entering into and the Chairman's signing of a Government Agency Agreement with Flock Group Inc., was contingent upon each city entering into a Memorandum of Understanding for Safety Camera Placement in the spirit of cooperation to work together to implement the placement of the devices at key locations throughout the County.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Memorandum of Understanding for the Safety Camera Placement with the City of Centerville, City of Perry and City of Warner Robins to work together in the spirit of cooperation to implement the placement of the devices at key locations throughout the County.

This Memorandum of Understanding executed by all parties removes the contingency from the December 6, 2022 meeting for the signing of the Government Agency Agreement by the Chairman in order to entered the County into the agreement with Flock Group Inc. for the initial purchase of the equipment and continued term services for four years necessary to implement the placement of safety devices throughout Houston County.

**MEMORANDUM OF UNDERSTANDING
FOR SAFETY CAMERA PLACEMENT**

This Memorandum of Understanding is made and entered into this _____ day of _____, 2022 by and between **HOUSTON COUNTY**, Georgia, hereinafter referred to as the “County”; and the **CITY OF CENTERVILLE**, Georgia, hereinafter referred to as “Centerville”; and the **CITY OF PERRY**, Georgia, hereinafter referred to as “Perry”; the **CITY OF WARNER ROBINS**, Georgia, hereinafter referred to as “Warner Robins” and; Centerville, Perry and Warner Robins, hereinafter will collectively be referred to as “Cities” and hereinafter all parties will collectively be referred to as “Parties” .

WITNESSETH:

THAT, WHEREAS, crime affects all citizens of Houston County within the Cities and in the unincorporated County; and

WHEREAS, in a continued spirit of cooperation the Cities and the County desire to work together to protect the citizens of the entire county; and

WHEREAS, for the purpose of assisting law enforcement the Parties desire to enter into this Memorandum of Understanding For Safety Camera Placement in order to work together to implement placement of the cameras at key locations throughout the County, hereinafter referred to as the “Project”.

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

1.

The County agrees to enter into an initial four (4) year term agreement with Flock Safety to start the Project. The initial four (4) year term agreement will consist of no more than 90 cameras and will not exceed \$1,000,000.00.

2.

The Parties agree that before this initial four (4) year term expires they will work together to strategize a plan to find a funding source for the annual recurring costs of the Project after the initial term.

3.

The Parties agree that the placement of the cameras will be determined by a committee to be comprised of the Chief of Police from each of the three Cities, the Sheriff of Houston County, and the Houston County District Attorney.

4.

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

5.

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

6.

Neither Party shall assign this agreement at any time and from time to time without the prior written consent of the other Party.

So AGREED, the day and year first written above.

**HOUSTON COUNTY BOARD
OF COMMISSIONERS:**

Chairman Tommy Stalnaker

Robbie Dunbar, Director of Administration

Date Approved by Commissioners

CITY OF PERRY:

Randall Walker, Mayor

Annie Warren, City Clerk

Date Approved by Mayor and Council

CITY OF CENTERVILLE:

John Harley, Mayor

Krista Bedingfield, City Clerk

Date Approved by Mayor and Council

CITY OF WARNER ROBINS:

LaRhonda Patrick, Mayor

Mandy Stella, City Clerk

Date Approved by Mayor and Council

6

The Public Works Department is requesting permission to enter into a construction contract for the Houston Lake Water Treatment Plant Remote Well Addition. After reviewing three bids, staff and engineering consultant, Carter & Sloope, recommend award to Hammack Well & Pump, LLC, of Ellaville, GA. The total of this contract will be \$1,483,345 and will be paid by ARPA funds.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the Public Works Department entering into an agreement with Hammack Well & Pump, LLC, of Ellaville, for the Houston Lake Water Treatment Plant Remote Well Addition. The total of this contract will be \$1,483,345 and will be paid by ARPA funds from budget line item 230-4400-54.1400 WMC8.



Houston County Public Works

MEMORANDUM

Office

2018 Kings Chapel Road
Perry, Georgia 31069
478-987-4280
FAX 478-988-8007

Brian Jones, PE
Director of Operations

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief/EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Terry Dietsch
Solid Waste Superintendent

To: Board of Commissioners

From: Brian Jones, Director of Operations *BJ*

Date: Tuesday, December 13, 2022

CC: Riley Scarborough, Water Distribution Superintendent
Jeff Chandler, Water Treatment & Billing

RE: Bid Recommendation for Houston Lake Water Treatment Plant Remote Well Addition, Bid Number 23-15, Capital Project 505-11.7600 HC#52

Please consider this request to award the construction contract for the above referenced project to **Hammack Well & Pump, LLC**, for a total of **\$1,483,345.00**.

Bids were received from three (3) contractors at 10:00 am on December 8, 2022. Listed below is a summary of the results

Bidder	Base Bid
Hammack Well & Pump, LLC	\$1,483,345.00
DJ & G Holdings, LLC dba Greene's Water Wells	\$1,930,830.00
Sam Martin Well Drilling	\$2,087,861.00

Accompanying this memo, you will find the Notice of Award by Carter & Sloope. Thank you for your time and consideration of this matter.



Carter & Sloope

CONSULTING ENGINEERS

December 13, 2022

Brian Jones
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

SUBJECT: Houston County, Georgia
Houston Lake Water Treatment Plant
Remote Well Addition
C&S Project No.: H9500.079
Houston County Bid No.: 23-13

Dear Brian:

As you are aware, bids were received and opened for the above subject project on December 8, 2022 at 10:00 AM. A total of three (3) responsive bids were received out of the six (6) companies listed on the plan-holders list. Hammack Well & Pump, LLC out of Ellaville, Georgia with a base bid of \$1,483,345.00 was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Hammack Well & Pump, LLC	\$1,483,345.00	---
2. DJ&G Holdings, LLC dba Greene's Water Wells	\$1,930,830.00	30.2%
3. Sam Martin Well Drilling	\$2,087,861.00	40.8%

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from the **FCCI Insurance Company**, which is listed in the U.S. Treasury Circular #570. The **FCCI Insurance Company** is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The **FCCI Insurance Company** has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

Based on our findings, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project. **Carter & Sloope therefore recommends the project be awarded to Hammack Well & Pump, LLC at a Total Base Bid amount of \$1,483,345.00.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing four (4) copies of the Notice of Award for this project. Please execute all four (4) copies of the Notice of Award and return them to our office as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the

Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in black ink, appearing to read "Chad Sipe", written in a cursive style.

Chad Sipe, PE

Encl: Certified Bid Tabulation 1 copy
Notice of Award 4 copies

Cc: Jeff Chandler, Houston County Public Works (w/ 1 copy of each)
File (w/ 1 copy of each)

Notice of Award

Date: _____

Project	Houston Lake Water Treatment Plant Remote Well Addition	
Owner:	Houston County Board of Commissioners	Owner's Contract No.: 23-13
Contract:		Engineer's Project No.: H9500.079
Bidder:	Hammack Well & Pump, LLC	
Bidder's Address:	443 Old Buena Vista Road Ellaville, GA 31806	

You are notified that your Bid dated December 8, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$1,483,345.00.

Houston Lake Water Treatment Plant Remote Well Addition

4 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

4 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 4 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Performance and Payment Bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Deliver with the executed Contract Documents the Contract Certificate of Insurance as specified in the General Conditions (Paragraph 5.03) and Supplementary Conditions (Part 8).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Houston County Board of Commissioners
Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Houston County Board of Commissioners
Houston Lake Water Treatment Plant
Remote Well Addition

C & S Project No. H9500.079
Houston County Bid No.: 23-13
November 2022

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

Hammack Well & Pump, LLC this _____ day of _____, 20 ____.
Contractor

By: _____

Title: _____

7

The Public Works Department is requesting permission to enter into a construction contract for the Houston Lake Remote Well 16" Raw Water Main Extension. After reviewing six bids, staff and engineering consultant, Carter & Sloope, recommend award to John R. Walker, Inc. of Macon. The total of this contract will be \$988,979.30 and will be paid by ARPA funds.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the Public Works Department entering into an agreement with John R. Walker, Inc. of Macon, for the Houston Lake Remote Well 16" Raw Water Main Extension. The total of this contract will be \$988,979.30 and will be paid by ARPA funds from budget line item 230-4400-54.1400 WMC8.



Houston County Public Works

MEMORANDUM

Office

2018 Kings Chapel Road
Perry, Georgia 31069
478-987-4280
FAX 478-988-8007

Brian Jones, PE
Director of Operations

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Terry Dietsch
Solid Waste Superintendent

To: Houston County Board of Commissioners

From: Brian Jones, Director of Operations *BJ*

Date: Tuesday, December 13, 2022

CC: Riley Scarborough, Water Distribution Superintendent
Jeff Chandler, Water Treatment & Billing

RE: Bid Recommendation for Houston Lake Remote Well 16" Raw Water
Main Extension, Bid No. 23-15, Capital Project 505-11.7600 HC#52

Please consider this request to award the construction contract for the above referenced project to **John R. Walker, Inc.**, for a total of **\$988,979.30**.

Bids were received from six (6) contractors at 11:00 am on December 8, 2022. The base bids included constructing a raw water main using 16" Ductile Iron Pipe (DIP). An alternate bid was included substituting 16" PVC pipe for the raw water main. PVC pipe was selected for the project due to long lead times to acquire DIP (30+ weeks) and lowest overall project cost. Listed below is a summary of the results

Bidder	Base Bid (PVC Raw Water Main)
John R. Walker, Inc.	\$988,979.30
Pyles Plumbing & Utility Contractors, Inc.	\$1,093,296.00
SCI Construction, Inc.	\$1,248,157.53
Jerry McMillan, LLC	\$1,292,866.48
UWS, Inc.	\$1,312,905.82
United Consolidating Group, Inc.	\$1,490,222.00

Accompanying this memo, you will find the Notice of Award by Carter & Sloope. Thank you for your time and consideration of this matter.



Carter & Sloop

CONSULTING ENGINEERS

December 13, 2022

Brian Jones
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

SUBJECT: Houston County, Georgia
Houston Lake Remote Well
16" Raw Water Main Extension
C&S Project No.: H9500.079
Houston County Bid No.: 23-15

Dear Brian:

As you are aware, bids were received and opened for the above subject project on December 8, 2022 at 11:00 AM. A total of six (6) responsive bids were received out of the six (6) companies listed on the plan-holders list. Due to extended lead times of ductile iron pipe (30+ weeks), our recommendation is to award the project using PVC pipe (30-45 days). When using PVC as the basis of award, the bids received were tabulated as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. John R. Walker, Inc.	\$988,979.30	---
2. Pyles Plumbing & Utility Contractors, Inc.	\$1,093,296.00	10.5%
3. SCI Construction, Inc.	\$1,248,157.53	26.2%
4. Jerry McMillan, LLC	\$1,292,866.48	30.7%
5. UWS, Inc.	\$1,312,905.82	32.8%
6. United Consolidating Group, Inc.	\$1,490,222.00	50.7%

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from the **Westfield Insurance Company**, which is listed in the U.S. Treasury Circular #570. The **Westfield Insurance Company** is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The **Westfield Insurance Company** has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

Based on our findings, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project. **Carter & Sloop therefore recommends the project be awarded to John R. Walker, Inc. at a Total Base Bid amount of \$988,979.30.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing four (4) copies of the Notice of Award for this project. Please execute all four (4) copies

of the Notice of Award and return them to our office as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in cursive script, appearing to read "Chad Sipe".

Chad Sipe, PE

Encl: Certified Bid Tabulation – 1 copy
Notice of Award – 4 copies

Cc: Riley Scarborough, Houston County Public Works (w/ 1 copy of each)
File (w/ 1 copy of each)

NOTICE OF AWARD

PROJECT DESCRIPTION:

Houston Lake Remote Well 16" Raw Water Main Extension

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 8, 2022, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Nine Hundred Eighty-Eight Thousand, Nine Hundred Seventy-Nine and 30/100 Dollars (\$988,979.30).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

Houston County Board of Commissioners

By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by John R. Walker, Inc. this ____ day of _____, 20__.

By: _____

Title: _____

Houston County Board of Commissioners
Houston Lake Remote Well
16" Raw Water Main Extension

C & S Project No. H9500.079
Houston County Bid No. 23-15
November 2022

8

This Memorandum of Understanding is between the Hospital Authority of Houston County, Georgia, and Houston Hospitals, Inc., and Houston County. The County owns property located on Old Highway 96 in Bonaire, Georgia a portion of which will be a new Public Safety Building. The Hospital has identified a need in the area for a medical office building for physicians.

This Memorandum of Understanding will convey property adjacent to the Public Safety building to the Authority for use by the Hospital under the terms and conditions of the 2009 Lease and Transfer Agreement. The deed of conveyance will contain a reversionary clause so that if the property ceases to be used by the Authority, Hospital or any sublessee to the Hospital, title to the property shall revert back to the County.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the signing of the Memorandum of Understanding For Medical Office Building in Bonaire between Houston County, Georgia, the Hospital Authority of Houston County, Georgia, and Houston Hospitals, Inc. for use by the Hospital under the terms and conditions of the 2009 Lease and Transfer Agreement.

**MEMORANDUM OF UNDERSTANDING
FOR MEDICAL OFFICE BUILDING IN BONAIRE**

This Memorandum of Understanding is made and entered into this _____ day of December, 2022 by and between **HOUSTON COUNTY, GEORGIA**, hereinafter referred to as the “County”; and the **HOSPITAL AUTHORITY OF HOUSTON COUNTY, GEORGIA**, hereinafter referred to as “Authority”; and **HOUSTON HOSPITALS, INC., a Georgia Non-Profit Corporation**, hereinafter referred to as “Hospital”.

WITNESSETH:

THAT, WHEREAS County owns property located on Old Highway 96 in Bonaire, Georgia, a portion of which will be a new Public Safety Building with a fire station, EMS location and a Sheriff’s Office Precinct; and

WHEREAS, Hospital has identified a need in the Bonaire area for a medical office building for physicians; and

WHEREAS, the County has a portion of the property it owns adjacent to the proposed Public Safety Building that could be used for a medical office building development; and

WHEREAS, the County desires to convey property to the Authority for use by Hospital under the terms and conditions of the 2009 Lease and Transfer Agreement executed between the Authority and Hospital.

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

1.

The County agrees to convey the property more particularly described according to Exhibit "A", attached hereto and by reference made a part thereof, to the Authority.

2.

The deed will contain a reversionary clause if the property ceases to be used by the Authority, Hospital, or any sublessee to the Hospital, title to the property shall revert back to the County.

3.

The deed will also contain a restrictive covenant running with the land that the use of the building shall be for the benefit of Houston Hospitals, Inc.

4.

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

5.

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

6.

Neither Party shall assign this agreement at any time and from time to time without the prior written consent of the other Parties.

So AGREED, the day and year first written above.

**Houston County Board
Of Commissioners:**

By: _____
Chairman Tommy Stalnaker

Attest: _____
Robbie Dunbar, Director of Administration

Date Approved by Commissioners

Houston Hospitals, Inc.

By: _____
Charles Briscoe, CEO

Attest: _____
Sean Whilden

Date Approved by Houston Hospitals, Inc.

**Houston County Hospital
Authority:**

By: _____
Chairman

Attest: _____
Secretary

Date Approved by Authority

9

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table

the reappointment of Ron Grace to the Board of Tax Assessors for a term of three years to start 01/01/2023 and end 12/31/2025.

10

The Purchasing Department is requesting approval of a bid on five 2023 one-half Ton Pickup Trucks with Crew Cabs for use by the Houston County Sheriff's Office Warrants Division. Staff recommends the purchase the five new F-150 Pickups from Phil Brannen Ford of Perry for a unit price of \$41,162 and a total price of \$205,810.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The purchase of five 2023 F-150 Pickup Trucks with Crew Cabs for use by the Houston County Sheriff's Office Warrants Division, from Phil Brannen Ford of Perry, at a unit price of \$41,162 and a total price of \$205,810. This purchase is to be charged to 320-3300-54.2200 and paid from 2018 SPLOST.



**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 E. Baker, *M.E.B.*
CC: Robbie Dunbar
DATE: December 12, 2022
SUBJECT: Purchase of Five (5) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab (Bid # 23-16)

The Purchasing Department solicited prices for Five (5) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab in December 2022. This vehicle will be used by the Houston County Warrants Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the Five (5) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab from Phil Brannen Ford of Perry for \$41,162.00 each. A total of \$205,810.00 will be charged to 320-3300-54.2200.

<u>Company</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Bid Amount</u>
Phil Brannen Ford of Perry	2023	Ford	F-150	\$ 41,162.00 <u> X5</u> \$205,810.00
Jeff Smith CDJR	2023	Ram	1500	\$ 48,297.00 <u> X5</u> \$241,485.00

The Purchasing Department is requesting approval of a bid on one new one-ton truck w/ Service body for use by the Houston County Public Buildings Department. Staff recommends the purchase F-350 Pickup from Phil Brannen Ford of Perry for a unit price of \$55,200. This truck is to replace a previously ordered truck that was approved at a cost of \$38,420, and then found to be unavailable. The additional funds were budgeted this fiscal year for a truck in the Public Buildings FY23 budget.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The purchase of one new F-350 w/ Service body for use by the Houston County Public Buildings Department, from Phil Brannen Ford of Perry, at a unit price of \$55,200. This purchase is to be charged to 320-1565-54.2200, and paid from 2018 SPLOST.



**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

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker *MEB*
CC: Robbie Dunbar
DATE: December 12, 2022
SUBJECT: Purchase of One (1) 2022 Ford F-350 w/Service body

The Purchasing Department located one (1) new F-350 w/Service body, this Truck will be ordered from Phil Brannen Ford of Perry. This vehicle will be used by the Houston County Public Buildings Department.

The Purchasing Department recommends that the Houston County Board of Commissioners go forward and purchase the in-stock vehicle from Phil Brannen Ford of Perry due to lead times on newly ordered vehicles. The cost of \$55,200 will be charged to the 2018 SPLOST account 320-1565-54.2200.

This will come from the previously allocated funds of \$38,420.00 that was approved to purchase One (1) New One Ton Regular Cab w/Service Body Truck, plus the funds budgeted this fiscal year of \$40,000 for a Truck in the Public Buildings FY23 budget. The previous ordered Truck is unavailable.

12

The Purchasing Department is requesting approval of a bid on one new one-half Ton Pickup Truck with Crew Cab for use by the Houston County Engineering Department. Staff recommends the purchase of one new one-half Ton Pickup from Phil Brannen Ford of Perry for a unit price of \$41,162.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The purchase of one new F-150 Pickup Truck with Crew Cab for use by the Houston County Engineering Department, from Phil Brannen Ford of Perry, at a unit price of \$41,162. This purchase is to be charged to 320-4100-54.2200 and paid from 2018 SPLOST.



**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 E. Baker *MEB*
CC: Robbie Dunbar
DATE: December 12, 2022
SUBJECT: Purchase of One (1) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab
 (Bid # 23-16)

The Purchasing Department solicited prices for One (1) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab in December 2022. This vehicle will be used by the Houston County Engineering Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the One (1) 2023 One-Half (1/2) Ton Pickup Truck w/ Crew Cab from Phil Brannen Ford of Perry for \$41,162.00 this will be charged to 320-4100-54.2200.

Company	Year	Make	Model	Bid Amount
Phill Brannen Ford of Perry	2023	Ford	F-150	\$ 41,162.00
Jeff Smith CDJR	2023	Ram	1500	\$ 48,297.00

The Purchasing Department is requesting approval of a bid on one new in-stock SUV for use by the Houston County Tax Assessors Department. Staff recommends the purchase one new in-stock SUV from Phil Brannen Ford of Perry for a unit price of \$39,700. This will come from the previously allocated funds of \$45,950 that was approved to purchase two New Maverick Trucks that are unavailable. These funds will be paid from the 2018 SPLOST account 320-1550-54.2200.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The purchase of one new in-stock SUV for use by the Houston County Tax Assessors Department, from Phil Brannen Ford of Perry, at a unit price of \$39,700. These funds will be paid from the 2018 SPLOST account 320-1550-54.2200.




**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

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker 
CC: Robbie Dunbar
DATE: December 12, 2022
SUBJECT: Purchase of One (1) 2022 Ford Explorer

The Purchasing Department located one (1) new in-stock SUV at Phil Brannen Ford of Perry. This vehicle will be used by the Tax Assessor's Department.

The Purchasing Department recommends that the Houston County Board of Commissioners go forward and purchase the in-stock vehicle from Phil Brannen Ford of Perry due to lead times on newly ordered vehicles. The cost of \$39,700 will be charged to the 2018 SPLOST account 320-1550-54.2200.

This will come from the previously allocated funds of \$45,950.00 that was approved to purchase two (2) New Maverick Trucks. The Trucks are unavailable currently and the near future.

The Purchasing Department is requesting approval of a bid on two new 2023 one-half ton Extended Cab 4X2 Trucks with six-foot bed for use by the Houston County Water Department. Staff recommends the purchase one two new 2023 F-150 Extended Cab 4X2 Trucks from Phil Brannen Ford of Perry for a unit price of \$38,971 and a total cost of \$77,942.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The purchase of two new 2023 F-150 Extended Cab 4X2 Trucks for use by the Houston County Water Department, from Phil Brannen Ford of Perry, at a unit price of \$38,971 and a total price of \$77,942. These purchases will be paid from Water System Capital Funds.



**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

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker *MEB*
CC: Robbie Dunbar
DATE: December 12, 2022
SUBJECT: Purchase of Two (2) 2023 F-150 Extended Cab 4x2 Trucks w/6' bed
 (Bid # 23-18)

The Purchasing Department solicited prices for Two (2) 2023 F-150 Extended Cab 4x2 Trucks w/6' bed in December 2022. This vehicle will be used by the Houston County Water Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the Two (2) 2023 F-150 Extended Cab 4x2 Trucks w/6' bed from Phil Brannen Ford of Perry for \$38,971.00 each. A total of \$77,942.00 will be charged to 505-4400-54.2200.

<u>Company</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Bid Amount</u>
Phill Brannen Ford of Perry	2023	Ford	F-150	\$ 38,971.00 <u> X2</u> \$ 77,942.00
Jeff Smith CDJR	2023	Ram	1500	\$ 45,528.00 <u> X2</u> \$ 91,056.00

15

Director of Personnel Ken Carter will make recommendations.

Summary of bills by fund:

• General Fund (100)	\$ 539,535.71
• Emergency 911 Telephone Fund (215)	\$ 1,455.85
• American Rescue Plan Act (230)	\$1,448,973.41
• Fire District Fund (270)	\$ 27,033.14
• 2006 SPLOST Fund (320)	\$ 3,198.22
• 2012 SPLOST Fund (320)	\$ 119,461.13
• 2018 SPLOST Fund (320)	\$ 105,772.41
• Water Fund (505)	\$ 67,663.89
• Solid Waste Fund (540)	<u>\$ 280,085.50</u>
Total for all Funds	\$2,593,179.26

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$2,593,179.26