

Baldwin County Commissioners  
Public Hearing and Regular Meeting  
February 16, 2021  
6:00 p.m.

A Public Hearing on an amendment to the Milledgeville – Baldwin County Comprehensive Plan and the Regular Meeting of the Baldwin County Commissioners were held Tuesday, February 16, 2021, at 6:00 p.m., Suite 220, Baldwin County Government Building, Milledgeville, Georgia with Chair Henry Craig presiding.

Members Present: Henry Craig  
John Westmoreland  
Kendrick Butts  
Emily C. Davis  
Sammy Hall

Also Present: David McRee  
Carlos Tobar  
Dawn Hudson  
Jill Adams  
Cindy Cunningham

#### Call to Order

Chair Henry Craig called the February 16, 2021 Public Hearing and Regular Meeting to order at 6:00 p.m.

#### Public Hearing on Proposed Amendment to Milledgeville / Baldwin County Comprehensive Plan

Chair Henry Craig opened the Public Hearing. He stated notice of the public hearing was published as required, and the purpose of the hearing is to receive public comments and input on the proposed amendment to the Comprehensive Plan.

Ms. Susan Landfried from the Middle Georgia Regional Commission presented information on a proposed amendment to the Comprehensive Plan to include broadband. She discussed the importance of broadband; the planning process to include identifying areas of need, establishing long-term goals for broadband service expansion and creating criteria and priorities for deployment of broadband service. Ms. Landfried stated the planning process begins with the kick-off public hearing which is being held tonight, followed by stakeholder meetings to establish priorities and develop action steps, then the final public hearing to review the planning process and adoption of an ordinance by the local government. Once this process is complete, application will be made to the Georgia Department of Community Affairs for "Broadband Ready" designation, and funding opportunities pursued.

Commissioners discussed the importance of broadband for education as well as economic development; they stated a feasibility study would provide answers to a number of questions regarding this matter.

Chair Craig opened the floor for public comment.

Cindy Humphrey of Simpson Procter Lane stated she lives in an area with no broadband service and asked where the project would begin. Chair Craig responded it was too early in the process to know specifics of that nature.

There being no further comments, Commissioner Sammy Hall made a motion to adjourn the public hearing at 6:15 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

#### Approval of Minutes

Commissioner Emily Davis made a motion to approve the minutes of the January 19, 2021 Regular Meeting as submitted. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

### Update on Land Use

Susan Landfried presented information on proposed future land use for the County. She discussed differences in zoning standards and character areas/performance standards. She presented a proposed future land use map identifying potential zoning districts. She discussed proposed zoning districts including Agriculture (AG); Agriculture-Residential (AG-1); Residential (R); Multifamily (RM); Commercial (C-1) Neighborhood commercial; General Commercial (C-2); Industry/Manufacturing (I-M); Form-Based; Planned Unit Development and Conditional Use.

Chair Craig stated the County has struggled with land use issues over the years, and it is necessary to revisit land use in the County in order to avoid continuing problems in the future. He stated discussion of what the County looks like now and what we want it to look like in the future is very important as the County moves forward. He reported public hearings will be held to get public input on this issue.

### Community Needs Assessment

Dr. Damian Francis and Ms. Catherine Woodall presented information on community needs assessments in the Coopers and Hardwick areas. Discussion was held on various assessment topics including health, family, education, crime, blight, transportation needs, and County services.

The goal of focus groups is to address citizens' concerns and to reduce social disparities. Dr. Francis stated the next step is to bring the community stakeholders together to work to find sustainable solutions especially a blight remediation plan for the entire County.

Chair Craig stated the County approved a Land Bank concept a few years back which would help greatly with this situation. However, at this time the City of Milledgeville has not taken action on this matter.

### JAG Contract for Superior Court

Assistant County Manager Dawn Hudson presented a contract with Judicial Alternatives of Georgia (JAG) for Superior Court probation services. She stated the Superior Court has a contract with JAG for these services; however, it is necessary to reapprove the contract to reflect the new Chief Judge who is now Honorable Brenda Trammell.

Commissioner Emily Davis made a motion to approve the JAG Contract for Superior Court as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

A copy of the contract is herewith attached and made an official part of the minutes at pages 16 and 17.

### Ocmulgee Drug Task Force Grant Award

Finance Director Jill Adams presented the Multi-Jurisdictional Drug Task Force Grant Award in the amount of \$151,896 for the grant period January 1, 2021 – December 31, 2021. She stated there is no County match required.

Commissioner Emily Davis made a motion to accept the grant award as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

### Baldwin County Regional Airport Advisory Committee

County Manager Tobar presented recommendations from the Airport Advisory Committee for revisions to the Committee By-Laws. He reported one recommendation is to expand the committee to nine (9) members to accommodate necessary representation. He stated seven (7) members shall be at-large members as currently stipulated; one (1) member representing the residents of the airport neighborhood and one (1) member representing the educational community. He reported the recommendation is for the neighborhood representative shall reside within a one (1) mile radius of the Airport, and the education representative shall be appointed by the Superintendent of the Baldwin County School District. Also included in the recommended changes is that the principal representative of each business operating on the airport proper shall participate as a non-voting member of the Advisory Committee.

Mr. Tobar presented the Advisory Committee slate of members.

Commissioner Sammy Hall made a motion to approve the recommended changes to the Airport Advisory Committee By-Laws as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

A copy of the Airport Advisory Committee By-Laws is herewith attached and made an official part of the minutes at pages 18 and 19.

Commissioner Sammy Hall made a motion to approve the Airport Advisory Committee slate of members as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Airport Advisory Committee slate of members is herewith attached and made an official part of the minutes at pages 18 and 19.

#### COVID 19 Round Two Grant Award

Finance Director Jill Adams presented notice of a FY 2020 Assistance to Firefighters Grant Program-COVID 19 award in the amount of \$42,935.45 with a ten percent (10%) required match of \$4,293.55. The award will be used for disinfection equipment.

Commissioner Emily Davis made a motion to accept the COVID 19 grant award as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

#### District 3 Appointment to the Board of Assessors

Commissioner Sammy Hall stated Patricia Baugh Thompson serves on the Board of Assessors filling an unexpired term of the District 3 representative, and this term is now expiring. He stated she has been a valuable asset to the Assessors and has agreed to serve again.

Commissioner Sammy Hall made a motion to reappoint Patricia Baugh Thompson to serve as the District 3 representative on the Board of Assessors. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

#### Old Business

Chair Craig stated unless there is an objection he would like to continue to serve as liaison for the Central State Hospital Local Redevelopment Authority. There was no objection to Chair Craig serving as CSHLRA liaison.

#### New Business

Commissioner Davis asked when a plan would be presented for the aquatic facility. Chair Craig responded the presentation would be made at a March meeting

Commissioner Butts requested that the Frank Bone convenience center be open for dumping on the first Saturday in March for a community cleanup.

#### County Manager's Report

County Manager Carlos Tobar reported on the following items: Nelson Road culver construction complete; cured in place pipe construction is beginning in the target area for 2021 CDBG sewer project; DPH covered drive-thru construction is beginning the following week; survey for Walter B. Williams lease extension; purchase order issued for wi-fi to be installed at county fire stations; Atlanta Gas Light started locates for the gas line relocation; Sinclair Water Authority report for 2020 had no violations; ACCG provided three year loss summary and the County performed extremely well; 163 structures have been demolished since October 2018; and the State-of-the-County address will be presented at Eggs & Issues on Wednesday.

#### Public Comment for Non-Agenda Items

Ms. Cindy Humphrey asked when the minutes of the Commission retreat will be available.

Ms. Arlene Simmons and Ms. Cathy Cummings presented information about Baldwin County youth services and the need for foster care support.

Adjournment

Commissioner Kendrick Butts made a motion to adjourn the Regular Meeting at 7:50 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,



Henry R. Craig  
Chair



Cynthia K. Cunningham  
County Clerk



# JUDICIAL ALTERNATIVES OF GEORGIA

## Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 203 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Baldwin County Superior Court**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

### SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

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

#### A. Responsibilities of Probation Services Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

#### B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

#### C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10<sup>th</sup>** day of the following month. Restitution shall be paid to the victim by the **10<sup>th</sup>** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".



#### D. Access to Contractor Records

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

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

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

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

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

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

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

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

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

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

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

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

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

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

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

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

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

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

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

## **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

### **G. Payment for Contractors Services**

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$40.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$50.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

### **H. Probation Fee**

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

#### I. Pre-sentence Investigations

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

#### J. Access to Criminal Histories

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

#### K. Notice of Court Sessions

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

#### L. Court Facilities

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

#### M. Period of Service

This agreement shall commence performance on **January 1, 2021** and shall continue until **December 31, 2025** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

## INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

### N. Insurance and Bond

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

### O. Indemnification

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

## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

### P. Deficiency in Service by Contractor

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

### Q. Time is of the Essence of this Agreement

### R. Compliance with the Law

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

#### S. Independent Contractor

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

#### T. Entire Agreement

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

#### U. Binding Agreement

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


Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Baldwin County or certified mail, return receipt requested, to:


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

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 16 DAY OF February, 2021.

PRO TIO S E CTOR:

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

By:   
Name: Henry R. Craig  
Title: Chair  
Baldwin County, Georgia

By:   
Chief Judge: Hon. Brenda Holbert Trammell  
Court: Baldwin County Superior Court, Georgia



## **Exhibit A**

### **SCHEDULE OF FEES**

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

<u><i>SERVICE</i></u>	<u><i>COST OF SERVICE</i></u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

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

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

**Baldwin County Regional Airport Advisory Committee**

**BYLAWS**

***Revised 02/2021***

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**ARTICLE 1**

**NAME OF THIS ORGANIZATION**

The name of this organization shall be the Baldwin County Regional Airport Advisory Committee, hereinafter referred to as "Airport Advisory Committee".

**ARTICLE 2**

**PURPOSE AND ORGANIZATION**

**SECTION 1: PURPOSE**

The purpose of the Baldwin County Regional Airport Advisory Committee is to provide advice and recommendations to the Baldwin County Commissioners and the Baldwin County Manager on matters of current policy and long-term development issues affecting the operation of the Baldwin County Regional Airport. The Airport Advisory Committee serves at the pleasure of the County Commission as a means to aid the County Commission in gathering public input by providing a forum through which private citizens may advise the Baldwin County Commission on matters relating to the Baldwin County Regional Airport. In order to accomplish that purpose, the Airport Advisory Committee may consult with and provide advice to the Commission on those matters, which deal with:

1. Airport Property and Facilities.
2. Area of Influence Surrounding the Airport.
3. Airport Master Plan.
4. Matters Pertaining to All Airport Operations & Public Relations.

The Airport Advisory Committee shall be and remain established following the adoption of these By-laws unless otherwise abolished by an affirmative vote of the majority of the County Commission.

**SECTION 2: MEMBERSHIP**

The Baldwin County Regional Airport Advisory Committee shall be appointed by Board of the Baldwin County Commissioners and consist of nine (9) members. A member's regular term of appointment shall be two (2) years. The membership shall be composed as follows: seven (7) at-large members, one (1) member representing the residents of the airport neighborhood, and one (1) member representing the educational community.

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The neighborhood community member shall reside within a 1-mile radius of the airport.

The education community member shall be appointed by the Superintendent of the Baldwin County School District.

The Airport Advisory Committee shall submit annually to the County Manager a list of suggested qualified candidates to be considered for appointment to open positions on the Airport Advisory Committee.

To be eligible for appointment to the Airport Advisory Committee, a person must demonstrate special interest or experience in the Baldwin County Regional Airport and/or aviation.

A candidate must also meet one of the following criteria:

- 1) Resident: To qualify under this category, the person must either own or occupy a residential dwelling located within the County.
- 2) Aircraft/Hangar Owner: To qualify under this category, the person must have an interest in an aircraft that is based at the Baldwin County Regional Airport or an interest in a hangar that is leased from or constructed at the Baldwin County Regional Airport.
- 3) Aviation / Management Expertise: To qualify under this category the person must have experience deemed beneficial to the task of the Airport Advisory Committee

The Chairman of the Board of Commissioners shall appoint one County Commissioner to be a member of the Airport Advisory Committee for the purpose of providing a liaison between the Board of Commissioners and the Airport Advisory Committee. The liaison member shall be ex officio and not have a vote. The term of the liaison member shall be until the end of the liaison member's term as County Commissioner.

The Baldwin County contracted Airport Manager shall participate as a non-voting member of the Airport Advisory Committee.

The principal representative of each business operating on the airport proper shall participate as a non-voting member of the Airport Advisory Committee.

The Executive Director, Development Authority of the City of Milledgeville & Baldwin County shall participate as a non-voting member of the Airport Advisory Committee.

The City of Milledgeville Publics Works Director shall participate as a non-voting member of the Airport Advisory Committee.

There is no limit on the number of terms a member may serve.

All members serve at the pleasure of the appointing entity. The Board of Commissioners may remove any member for cause after such member is provided an opportunity to be heard with regard to the reasons for the proposed removal.

### **SECTION 3: OPEN MEMBERSHIP**

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Criteria and selection for membership shall not discriminate based upon sex, race, religion, creed, color, national or ethnic origin, or any other classification protected by law.

#### **SECTION 4: TERMINATION OF MEMBERSHIP**

Membership in the Airport Advisory Committee shall terminate in the event that:

1. The member shall not be, or shall no longer be, a member of that membership criterion from and for which he or she was appointed.
2. The member shall have acted in violation of the Airport Advisory Committee Bylaws.

#### **SECTION 5: RESIGNATION**

An Airport Advisory Committee member may resign at any time by giving written notice to the Chairperson, who shall forward such notice to the Airport Advisory Committee and the County Commission. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

#### **SECTION 6: FILLING OF VACANCIES**

In the event of a vacancy on the Airport Advisory Committee the County Commission shall select an individual from a list of recommended qualified candidates provided by the Airport Advisory Committee to fill such vacancy as soon as reasonably practicable. New members must meet the qualifications set forth in these bylaws.

#### **SECTION 7: COMPENSATION AND EXPENSES**

Members shall serve without pay except for reimbursement for travel expenses to meetings outside of the County. The County Manager must approve these reimbursements in advance. The County Manager shall designate a staff member to be responsible for providing actual materials and supplies necessary to conduct the business of the Airport Advisory Committee.

### **ARTICLE 3**

## **POWERS AND DUTIES OF THE BALDWIN COUNTY REGIONAL AIRPORT ADVISORY COMMITTEE**

#### **SECTION 1: CONFLICT OF INTEREST**

The Baldwin County Regional Airport Advisory Committee will be advisory to the Baldwin County Commissioners and County Manager acting in its capacity as the Airport Advisory Committee, and may take no action that binds Baldwin County or the Airport Advisory Committee. Advisory Committee members shall abstain from participation in discussions or matters in which they may have a financial or vested interest. In the event of such an interest, an Airport Advisory Committee member shall disclose to the Airport Advisory Committee that such an interest exists and remove herself/himself from further participation in said discussions or matters.

## **SECTION 2: CODE OF CONDUCT**

All members of the Airport Advisory Committee must adhere to the provisions under the Baldwin County Code of Conduct for elected County Commissioners.

## **SECTION 3: ATTENDANCE**

If a member shall be absent without the consent of the Airport Advisory Committee from three (3) meetings, whether regular or special, within twelve (12) consecutive calendar months, such absence shall result in the termination of the membership of the absenting member. A member's absence shall be excused if, prior to the meeting from which said member will be absent, said member notifies the Chairperson of his or her intent to be absent and the reasons therefore; provided, however, that a member shall be entitled to only three (3) excused absences within twelve (12) consecutive calendar months. At each meeting, after the roll has been called, the Chairperson shall report to the Airport Advisory Committee the name of any member who has so notified him or her of his or her intent to be absent and the reason for such absence.

## **ARTICLE 4** **MEETINGS OF THE BALDWIN COUNTY REGIONAL AIRPORT ADVISORY** **COMMITTEE**

### **SECTION 1: REGULAR MEETINGS**

The Baldwin County Regional Airport Advisory Committee shall set regular meetings of the Baldwin County Regional Airport Advisory Committee for the forthcoming year at the annual meeting. The Airport Advisory Committee shall hold regular meetings quarterly. The Annual Meeting shall be held on the first Tuesday after the initial meeting of the Baldwin County Commissioners in January at the Baldwin County Regional Airport.

### **SECTION 2: NOTIFICATION**

The County Manager and/or Chairperson of the Airport Advisory Committee shall prepare a notice of the meeting and an agenda of all matters to come before the meeting, and distribute or deliver electronically the same to the Baldwin County Regional Airport Advisory Committee prior to the regular meeting. Any member of the Baldwin County Regional Airport Advisory Committee may cause matters to be placed on the agenda by advising the County Manager and/or Chairperson no later than 12: 00 noon on the Wednesday preceding the next regular meeting.

### **SECTION 3: SPECIAL MEETINGS**

Special meetings may be held upon call of the Chairperson, or an affirmative vote by a majority of the members of the Airport Advisory Committee present at a regular or special meeting of the Airport Advisory Committee at which a quorum is present. The special meeting will be for the purpose of transacting any business designated in the call, after notification of all members of the Airport Advisory Committee is distributed or delivered electronically at least twenty-four (24) hours before the time specified for the special meeting. At such special meeting, no business other than that designated in the call shall be considered.

#### **SECTION 4: QUORUM**

The powers of the Airport Advisory Committee shall be vested in the members thereof in office from time to time. The powers of the Airport Advisory Committee shall be vested in the members thereof in office from time to time. A majority of the Airport Advisory Committee members then in office shall constitute a quorum for the purpose of conducting the Airport Advisory Committee's business, exercising its powers and for all other purposes, but less than that number may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the members of the Airport Advisory Committee present at a regular or special meeting of the Airport Advisory Committee at which a quorum is present shall be required for approval of any questions brought before the Airport Advisory Committee.

#### **SECTION 5: RULES OF ORDER**

All meetings of the Baldwin County Regional Airport Advisory Committee shall be conducted in accordance with Robert's Rules of Order.

#### **SECTION 6: ALL MEETINGS TO BE OPEN AND PUBLIC**

All meetings of the Airport Advisory Committee shall be open and public to the extent required by law. All persons shall be permitted to attend except as otherwise provided by law.

#### **SECTION 7: RIGHT OF PUBLIC TO APPEAR AND SPEAK**

At every regular meeting, members of the public shall have an opportunity to address the Airport Advisory Committee on matters within the Airport Advisory Committee's subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Chairperson may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda. The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

#### **SECTION 8: NON-AGENDA ITEMS**

Matters brought before the Airport Advisory Committee at a regular meeting, which were not placed on the agenda of the meeting, shall not be acted upon by the Airport Advisory Committee at that meeting unless action on such matters is permissible pursuant to law. Those non-agenda items brought before the Airport Advisory Committee that the Airport Advisory Committee determines will require Airport Advisory Committee consideration and action and where Airport Advisory Committee action at that meeting is not so authorized shall be placed on the agenda for a future meeting.

#### **SECTION 9: RECOMMENDATIONS TO COUNTY COMMISSION**

Recommendations of the Airport Advisory Committee to the County Commission shall be prepared in writing and submitted to the County Manager.

Recommendations may be presented to the County Commission during a public meeting once the assigned County staff prepares a staff report summarizing key facts, analysis, cost/benefit consideration, fiscal impact, and policy implications and options, and the report has been reviewed by the County Manager. The official minutes of the Airport Advisory Committee documenting the Airport Advisory Committee recommendation(s) shall be attached to the staff report.

#### **SECTION 10: MINUTES (ACTION)**

Minutes of the Airport Advisory Committee shall be prepared in writing by the Airport Advisory Committee. Copies of the minutes of each Airport Advisory Committee meeting shall be made available to each member of the Airport Advisory Committee and the County Commission. Approved minutes shall be filed in the official book of minutes of the Airport Advisory Committee.

### **ARTICLE 5 OFFICERS AND DUTIES**

#### **SECTION 1: OFFICERS**

The officers of the Airport Advisory Committee shall consist of a Chairperson and a Vice Chairperson, who shall be elected in the manner set forth. At the annual meeting in January an election of officers for the forthcoming twelve (12) months will be held, and those newly elected officers shall assume their position upon election.

#### **SECTION 2: CHAIRPERSON**

The Chairperson shall preside at all meetings of the Airport Advisory Committee and may submit such agenda; recommendations and information at such meetings as are reasonable and proper for the conduct of the business affairs and policies of the Airport Advisory Committee. The Chairperson may sign documents necessary to carry out the business of the Airport Advisory Committee. The Chairperson may communicate with any County staff member to provide unofficial feedback on general items concerning the Baldwin County Regional Airport, as necessary.

#### **SECTION 3: VICE CHAIRPERSON**

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the death, resignation or removal of the Chairperson, the Vice Chairperson shall assume the Chairperson's duties until such time as the Airport Advisory Committee shall elect a new Chairperson.

#### **SECTION 4: ADDITIONAL OFFICERS**

The Baldwin County Regional Airport Advisory Committee may appoint such other officers, as the Airport Advisory Committee deems necessary.

#### **SECTION 5: ADDITIONAL DUTIES**

The officers of the Airport Advisory Committee shall perform such other duties and functions as may from time to time be required by the Airport Advisory Committee, these Bylaws, or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

#### **SECTION 6: ELECTION**

The Chairperson and Vice Chairperson shall initially be elected from among the members of the Airport Advisory Committee at the Airport Advisory Committee's first regular meeting. Thereafter, the Chairperson and Vice Chairperson shall be elected annually from among the members of the Airport Advisory Committee. Such officers of the Airport Advisory Committee shall hold office for one year following their election and until their successors are elected and in office. Any such officer shall not be prohibited from succeeding him or herself.

#### **SECTION 7: REMOVAL OF OFFICERS**

Upon an affirmative vote by a majority of the members of the total Airport Advisory Committee then in office at a regular or special meeting of the Airport Advisory Committee at which a quorum is present, any officer may be removed from office, and a successor elected.

#### **SECTION 8: VACANCIES**

Should the offices of the Chairperson or Vice Chairperson become vacant, the Airport Advisory Committee shall elect a successor from among the Airport Advisory Committee members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

### **ARTICLE 6 COMMITTEES**

The Airport Advisory Committee may establish any standing and/or special committees it deems necessary consistent with, and to fulfill, its stated purpose. Such committees may include individuals not members of the Airport Advisory Committee, as needed to address the need.

#### **ARTICLE 7 REPRESENTATIONS BEFORE PUBLIC BODIES**

The Chairperson, the Vice Chairperson in the Chairperson's absence or a member of the Airport Advisory Committee may make official representations on behalf of the Airport Advisory Committee before the County Commission if specifically designated by the Airport Advisory Committee.

### **ARTICLE 8 AMENDMENTS TO BYLAWS**

#### **SECTION 1: AMENDMENT PROCEDURES**

The Baldwin County Regional Airport Advisory Committee may, by a two-thirds (2/3) majority vote, amend these Bylaws or any provisions or section thereof, at any time when the same is not in conflict or in contravention of any of the laws of the State of Georgia or ordinances applicable thereto, and such



amendments shall be subject to approval by the Baldwin County Board of Commissioners, provided however, that notice of the proposed amendments be furnished to the Baldwin County Regional Airport Advisory Committee members not less than ten (10) days prior to the meeting at which said amendments are to be considered. A copy of the Bylaws will be filed with the office of the County Clerk.

The above and foregoing Bylaws are hereby adopted as the Bylaws of the Baldwin County Regional Airport Advisory Committee - Baldwin County, Georgia.

Dated this 16 day of February, 2021.

## **Baldwin County Regional Airport Advisory Committee Recommendation**

**Based on resignations, the bylaws and expiring terms, The Baldwin County Regional Airport Advisory Committee recommends the following slate of members:**

### **2021 (Continuation - 1 year remaining on term)**

- Les Leech - *Reappointment - At Large*
- James Neal - *Reappointment - At Large*
- Tom Osborne - *Reappointment - At Large*
- Stephen Rutner - *New Member - At Large*

### **2021-2022**

- Jason Flanders - *New Member - Education Community Position*
- Larry McClendon - *New Member - At Large*
- Stephen (Bud) Morris - *New Member - Neighborhood Community Position*
- Jim Wolfgang - *Reappointment*
- TBD

### **Non-Voting Members**

- Baldwin County Contracted Airport Operations Manager – Bruce Hood / Sinclair Aviation
- Faithful Guardian Flight School - Lyndon Lamott
- Executive Director, Development Authority of the City of Milledgeville & Baldwin County Jonathon Jackson
- City of Milledgeville Publics Works Director – Tim Thomas

### **Baldwin County Staff**

- Baldwin County Manager (Airport Grants and FAA Requirements) – Carlos Tobar

### **Liaison to the Board of Commissioners**

- Commissioner Henry Craig