



**BALDWIN COUNTY COMMISSIONERS
COMMISSIONERS PUBLIC HEARING
AND REGULAR MEETING**

**February 16, 2021
1601 N Columbia St, Suite 220
6:00 PM**

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Amendment to the Milledgeville - Baldwin County Comprehensive Plan - Susan Landfried, Middle GA RC

APPROVAL OF MINUTES

2. Minutes of January 19, 2021 Regular Meeting

PRESENTATIONS

3. Update on Land Use - Susan Landfried, Middle GA RC
4. Community Needs Assessment - Dr. Damian Francis, Georgia College & State University

ADMINISTRATIVE/FISCAL MATTERS

5. JAG Contract for Superior Court - Assistant County Manager
6. Ocmulgee Drug Task Force Grant Award - Finance Director
7. Baldwin County Regional Airport Advisory Committee - County Manager
 - * Changes to By-Laws
 - * 2021 Committee Membership
8. COVID 19 Round Two Grant Award - Finance Director
9. District 3 Appointment to Board of Assessors - Commissioner Hall

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

March 2, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

March 16, 2021, Tuesday, 6:00 p.m., Public Hearing and Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

April 2, 2021, Friday, ALL NON-EMERGENCY DEPARTMENTS WILL BE CLOSED IN OBSERVANCE OF GOOD FRIDAY.

April 6, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

April 20, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

Baldwin County Commissioners
Regular Meeting
January 19, 2021
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, January 19, 2021, at 6:00 p.m., Suite 220, Baldwin County Government Building, Milledgeville, Georgia with Chair Henry Craig presiding.

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

Also Present: David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

Call to Order

Chair Henry Craig called the January 19, 2021 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Vice Chair John Westmoreland made a motion to approve the minutes of the January 5, 2021 Work Session and the January 5, 2021 Public Hearing and Regular Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Resolution and Bids for Tax Anticipation Note (TAN)

Assistant County Manager Dawn Hudson presented a Resolution for the 2021 Tax Anticipation Note (TAN). She reported bids were solicited for the 2021 Tax Anticipation Note (TAN) issue. She stated two bids were received for a line of credit of \$7,500,000: Exchange Bank with an interest rate of 1.49% and Century Bank for 1.59%. Ms. Hudson presented the Administrative / Financial Staff’s recommendation to award the bid to Exchange Bank for 1.49% and to authorize the Chair to sign related documents.

Commissioner Sammy Hall made a motion to adopt the Resolution as presented; to award the bid to Exchange Bank for the 2021 TAN and to authorize the Chair to execute related documents. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages ____ and ____.

Discussion of Manufactured Home Ordinance

County Manager Carlos Tobar presented information on amendments to the Manufactured Home Ordinance. He stated the updated language includes recommendations from the Land Use Committee. Discussion was held on proposed changes, i.e., Section 16.49 which addresses requirements for manufactured homes within one mile from the shore of Lake Sinclair; requirements for a roof pitch of 4:12 or greater and Section 16.74 Supplementary Regulations.

Commissioners requested maps be prepared by County staff indicating areas of various distances around the lake that currently have manufactured homes as well as possible sites for placement of manufactured homes. It was decided that further information and discussion would be needed prior to Board action.

Discussion of Recreational Vehicle (RV) Park Ordinance

County Manager Tobar reported the staff has requested additional time for further review in the development of an Ordinance for Recreational Vehicle (RV) Parks. The Land Use Committee will be visiting existing RV parks to provide more information on the proposed ordinance.

Mr. Tobar stated the RV Park Ordinance that is included in the packet outlines site development, permitted uses, design standards, occupancy requirements and current non-conforming RV use as permanent residences.

Mr. Tobar indicated that another draft of the ordinance will be presented to the Board in February for review prior to holding the required Public Hearing.

Old Business

There was no old business to come before the Board.

New Business

Vice Chair Westmoreland requested monthly reports on the number of building permits issue. He also requested an update on the water tower on Highway 212 that is to be relocated.

Chair Craig reminded everyone that the COVID situation continues to become worse and hospitals / medical resources are being consumed. He encouraged everyone to continue to follow safety measures of face coverings, hygiene, and social distancing. He reported there are only a certain number of vaccines are allocated to each State, and it will take months for everyone to be vaccinated.

Commissioner Davis asked about COVID leave for employees. Assistant County Manager Hudson stated the federal order for 80 hours COVID leave expired January 1st.

County Manager's Report

County Manager Carlos Tobar reported on the following items: Nelson Road culvert construction continues; surveys being conducted in the Hardwick target area for 2021 CDBG application; construction of cured-in-place pipe will begin around the end of February for a sewer replacement project funded by the 2019 CDBG award; request sent to Representative Williams for an extension of the State lease of Walter B. Williams recreation property; and a State of the County address will be presented at the February 17th Eggs and Issues.

Amendment to Agenda

Commissioner Sammy Hall made a motion to amend the Agenda to add potential litigation to the Executive Session. Commissioner Kenrick Butts seconded the motion and it passed unanimously.

Executive Session

Commissioner Sammy Hall made a motion to adjourn into Executive Session at 6:45 p.m. to discuss personnel and potential litigation. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Regular Meeting

Commissioner Sammy Hall made a motion to reopen the Regular Meeting at 7:15 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Adjournment

Commissioner Emily C. Davos made a motion to adjourn the Regular Meeting at 7:15 p.m. Vice Chair John Westmoreland 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 **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

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

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within *i* 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 Contractor's 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 ____ DAY OF _____ 20__ .

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

By: -----
Name: _____
Title: _____
Baldwin County, Georgia

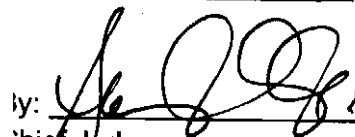
By:  **HOLBERT**
Chief Judge: Hon. Brenda Holbert, District 1, Circuit Court, Baldwin County, Georgia
Court: Baldwin County Superior Court, Georgia

Exhibit A

SCHEDULE OF FEES

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

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

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

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

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO. 14333

Item 6.

SUBGRANT AWARD

BGRANTEE: Baldwin County Board of Commissioners

IMPLEMENTING

AGENCY: Baldwin County BOC

OBJECT NAME: Multi-Jurisdictional Task Force

BGRANT NUMBER: B19-8-009

FEDERAL FUNDS: \$ 151,896

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 151,896

GRANT PERIOD: 01/01/21-12/31/21

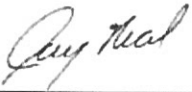
This Award is hereby made in the amount and for the period shown above for a Subgrant under the Anti-Drug Abuse Act of 1988, Public law 100-690, Title VI, Subtitle C.

The award is made in accordance with the plan set forth in the application of the grantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Anti-Drug Abuse Act of 1988. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
 Criminal Justice Coordinating Council

Signature of Authorized Official Date

Henry R. Craig, Chair

Typed Name & Title of Authorized Official

58-6000782-003

Employer Tax Identification Number (EIN)

Date Executed: 01/01/21

 INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	14xxx	1	01/01/21	9		**	B19-8-009
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	14xxx				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Multi-Jurisdictional Task Force	624 41	\$ 151 896

Baldwin County Regional Airport Advisory Committee

Recommended Bylaws Revision (2021) Justification

The Baldwin County Regional Airport has experienced much change and success. The operation focus has expanded. With this increased visibility, it is important that the advisory committee composition is reflective of the need. The following revision to **SECTION 2: MEMBERSHIP** is recommended.

The committee shall be expanded to nine (9) members to accommodate the necessary representation.

Seven (7) members shall be at-large as is currently stipulated.

With the increased visibility and projects, it is important that the residents of the airport neighborhood are officially recognized. One (1) member would represent the interests and involvement of the airport neighborhood residential community.

The recent development of a grant proposal for an educational program resulted in a strong showing by the school systems in Baldwin County and the surrounding service area. The future of aviation and potential funding is heavily focused on the K-12 environment. With the interest displayed and the opportunity for funding, guidance from the school districts is critical. One (1) member would represent the interests and involvement of the education systems.

The success of attracting a full-time flight school adds another player in advancing The Baldwin County Regional Airport. The county staff and the committee continue efforts to attract additional commercial ventures. The principal representative of each business operating on the airport proper shall participate as a non-voting member of the Airport Advisory Committee.

Edit: All references to Baldwin County Airport throughout the full document will be updated to Baldwin County Regional Airport.

SECTION 2: MEMBERSHIP **CURRENT - (10/2016)**

The Baldwin County Airport Advisory Committee shall be appointed by Board of the Baldwin County Commissioners and **consist of seven (7) members**. A member's regular term of appointment shall be two (2) years.

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 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 Airport or an interest in a hangar that is leased from or constructed at the Baldwin County 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 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 2: MEMBERSHIP **PROPOSED (2/2021)**

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.**

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.

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

2016 & 2017 (1 year remaining on term)

- James Neal*
- Glenn Wilkinson
- Chip Williams
- TBD*

2017 & 2018

- Jesse Annis*
- Ken Sharp
- Jim Wolfgang

Non-Voting Members

- Baldwin County contracted Airport Manager – Tom Osborne
- Executive Director, Development Authority of the City of Milledgeville & Baldwin County – Matt Poyner
- City of Milledgeville Publics Works Director – Frank Baugh*

Liaison to the Board of Commissioners

- Commissioner Henry Craig

* New Members

Award Letter

Effective Date: 01/14/2021

U.S. Department of Homeland Security
Washington, D.C. 20472

Dawn Hudson
BALDWIN, COUNTY OF
1601 N COLUMBIA STREET SUITE 230
MILLEDGEVILLE, GA 31061



EMW-2020-FG-05150

Dear Dawn Hudson,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$42,935.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$4,293.55 for a total approved budget of \$47,229.00. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", is positioned above the typed name of the sender.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate