

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, DECEMBER 2, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

UNFINISHED BUSINESS

1. Presentation of an Ordinance Amending Chapter 30 of the Code of Dawson County to Establish a Mechanism Whereby County Residents May Petition the Board of Commissioners for the Creation of Special Tax Districts to Fund Capital Improvement Projects (*Moved from the September 16, 2021, Work Session*)

NEW BUSINESS

1. Presentation of New Agreement with Professional Probation Services Inc.- Court Administrator Jason Stephenson
2. Presentation of Compensation of Court Bailiffs- Court Administrator Jason Stephenson
3. Presentation of Request for Approval of FY 2022 State Public Defender Contract- Public Defender Brad Morris / Assistant Public Defender Sarah Willis
4. Presentation of Request for Approval of FY 2022 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties- Public Defender Brad Morris / Assistant Public Defender Sarah Willis
5. Presentation of Request to Apply for Grant for Generator at Rock Creek Park- Emergency Services Director Danny Thompson
6. Presentation of FY 2022 Legacy Link Addendum No. 1- Senior Services Director Dawn Johnson
7. Presentation of Board Appointments:
 - a. Joint Development Authority**
 - i. Carroll Turner- *replacing Betsy McGriff* (Term: January 2022 through December 2022)
 - b. Parks & Recreation**
 - i. Christopher Conowal- *reappointment* (Term: January 2022 through December 2025)
 - c. Tax Assessors**
 - i. Andrea McKenzie- *reappointment* (Term: January 2022 through December 2026)
8. Presentation of Local Redistricting Plan and Resolution to Endorse Plan- County Attorney Angela Davis

9. Presentation of 2022 Board of Commissioners Vice Chair Appointment- Chairman Billy Thurmond

10. County Manager Report

11. County Attorney Report

****Executive Session may follow the Work Session meeting.***

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

**AN ORDINANCE OF THE
DAWSON COUNTY
BOARD OF COMMISSIONERS**

**TO AMEND CHAPTER 30 OF THE CODE OF DAWSON COUNTY TO PROVIDE A
MECHANISM FOR TAXPAYERS TO PETITION THE DAWSON COUNTY BOARD
OF COMMISSIONERS FOR THE CREATION OF SPECIAL AD VALOREM TAX
DISTRICTS TO FUND CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, Article IX, Section II, Paragraph VI (c) of the Constitution of the State of Georgia provides that the governing authority of the County may, by county ordinance or resolution, create special districts for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to amend Chapter 30 of the Code of Dawson County, Georgia, by adding thereto a new Article to provide a mechanism whereby County residents may petition the Board of Commissioners of Dawson County for the creation of special tax districts to fund, in full or in part, capital improvement projects of special benefit to the properties located within said tax district; and

WHEREAS, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Dawson County, Georgia, as follows:

SECTION 1.

Chapter 30 of the Code of Dawson County, Georgia, is hereby amended by creating a new Article, Article V – Capital Improvement Special Tax District, as shown in Exhibit A hereto.

SECTION 2.

If any section, provision, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application

of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4.

This Ordinance shall become effective on _____, 2021, the public good demanding the same.

SO ORDAINED this ____ day of _____, 2021.

Dawson County Board of Commissioners

Billy Thurmond, Chairman

Attest:

By: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

Exhibit A

CHAPTER 30 - LICENSES, TAXATION AND MISCELLANEOUS REGULATIONS

ARTICLE V - CAPITAL IMPROVEMENT SPECIAL TAX DISTRICT

Sec. 42-250. – Petitions for Capital Improvement Special Tax Districts.

- (a) Purpose. To create a method by which citizens may petition the Board of Commissioners for consideration of capital improvement projects to be funded by the requesting citizens via a special district ad valorem tax or by special assessment.
- (b) Overview. The program consists of the following steps, each of which is detailed below in this Article:
 - (1) An interested property owner may petition for the creation of a Capital Improvement Special Tax District under this Article by filing an Application for a Preliminary Petition with the Public Works Director.
 - (2) If the Public Works Director determines that the Application for a Preliminary Petition is complete, the Public Works Director will develop a preliminary cost estimate and provide the applicant with a Preliminary Petition.
 - (3) The Preliminary Petition is a means for the applicant and the Public Works Director to gauge support for the proposed project by the affected property owners. The applicant will have 45 days from the issuance of the Preliminary Petition to obtain the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district for further consideration of the proposed project.
 - (4) Upon the timely return of a completed Preliminary Petition, the Public Works Director will determine whether the proposed project will require additional preliminary steps prior to the issuance of the Final Petition, such as the dedication of private property or the completion of preliminary studies, reports, or plans.
 - (5) The applicant will have 45 days from the issuance of the Final Petition to obtain the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district.
 - (6) The Board of Commissioners will consider the Final Petition and exercises its discretion to decide whether to approve the project and how to fund the project.

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- (c) Administration. The Public Works Director shall be responsible for administering the capital improvement tax district program as set forth in this Article and shall:
- (1) Advise applicants for proposed capital improvement tax districts of the procedures required for the establishment of such districts pursuant to this Article;
 - (2) Establish an orderly system of numbering capital improvement tax districts created pursuant to this Article in conjunction with the county tax assessor and the county tax commissioner;
 - (3) Provide standard forms for use by applicants;
 - (4) Advise applicants of estimated assessment rates for owners of property lying within proposed capital improvement tax districts in conjunction with the county tax assessor and the county tax commissioner;
 - (5) Examine all applications and petitions for completion and for compliance with the provisions of this Article;
 - (6) Submit Final Petitions to the Board of Commissioners together with estimated costs, construction timelines, and assessment rates to owners of property lying within such districts, and with such other information and recommendations as the Public Works Director may deem appropriate;
 - (7) Coordinate the qualified capital improvement project within such districts upon final approval by the Board of Commissioners; and
 - (8) Perform any and all other acts or duties necessary or proper for the attainment of the purposes set out in this Article.
- (d) Definitions.
- (1) For the purposes of this Article, “qualified capital improvement project” means an improvement to public property with a useful life of ten years or more, by new construction or other action, which specially benefits all real property within the capital improvement tax district, either by increasing the service capacity available to such properties, increasing the marketability or market value of such properties, or other special benefits as determined by the Board of Commissioners. Such projects include, but are not limited to, road paving or surfacing, sidewalks, curbs, gutters, stormwater control structures, sanitary sewers, water lines, driveways, traffic control devices, and lighting fixtures.

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- (2) For the purposes of this Article, “project costs” means all costs incurred to provide a qualified capital improvement project in conformity with all applicable standards, including, but not limited to, planning, design, engineering, construction, land acquisition, land improvement, and administrative costs.
- (e) Application for Preliminary Petition by property owners.
- (1) The owners of residential parcels within either an existing residential subdivision or the owners of property lying within a discrete and definable area zoned for purposes other than residential use, may submit to the Public Works Director an Application for a Preliminary Petition to establish a capital improvement tax district and for the imposition of a special district ad valorem tax or special assessment to fund, in whole or in part, a qualified capital improvement project within the proposed district.
 - (2) The Application for a Preliminary Petition must be filed by an owner of real property located within the proposed district.
 - (3) Applications for Preliminary Petitions shall be considered on a first-come-first-serve basis and only one application shall be considered at any time for a single residential subdivision or any discrete and definable area.
 - (4) The Application for a Preliminary Petition must include the following:
 - (a) A description of the property to be included within the proposed capital improvement tax district;
 - (b) A short and plain description of the qualified capital improvement project to be sought by the Petition;
 - (c) A signed acknowledgment agreeing that:
 - (i) Neither the filing of an Application for a Petition, nor the expenditure of funds in furtherance of any Application or Petition, will establish any rights in favor of the applicant or duties on the part of Dawson County, its officials, or its employees;
 - (ii) The Public Works Director is authorized to require applicants to supplement their Preliminary Petition by providing, at the applicant’s own cost, any additional information, studies, reports, or plans deemed necessary by the Public Works Director as a condition precedent to further consideration of an Application or Petition; and

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- (iii) The Public Works Director retains the sole discretion to determine what information, studies, reports, and plans are required for each proposed project on a case by case basis.
- (5) The Public Works Director may make an assessment of priority. The Public Works Director retains the sole discretion in prioritizing Applications and Petitions for qualified capital improvement projects. When prioritizing Applications and Petitions, the Public Works Director should consider the following non-exclusive factors:
 - (a) The application date;
 - (b) The degree to which the proposed project will alleviate traffic congestion or other public safety concerns;
 - (c) The anticipated project costs in relation to the funding available through taxes or other sources;
 - (d) The support for the project as evidenced by the percentage of property owner signatures received in favor of the petition; and
 - (e) The degree to which required property and access rights may be obtained without exercising the power of eminent domain.
- (f) Issuance of the Preliminary Petition by the Public Works Director.
 - (1) If the Public Works Director determines that the Application for a Preliminary Petition is complete, that the Application seeks a qualified capital improvement project as defined in this Article, and that the proposed project is of sufficient priority to warrant further consideration, the Public Works Director shall issue the Preliminary Petition within 45 days of receipt of the completed Application, which shall contain the following:
 - (a) A description of the property to be included within the proposed capital improvement tax district by tax map parcel numbers as such numbers are used by the county tax assessor and the county tax commissioner;
 - (b) A short and plain description of the qualified capital improvement project to be sought by the Petition;
 - (c) A preliminary project timeline and budget for the proposed project;

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- (d) A preliminary estimate of the millage rate required to recover all project costs from ad valorem taxes on real property within the proposed special district within a ten-year period;
 - (e) A statement explaining that the estimated timeline, project costs, and millage rates are made for informational purposes only, and that, if the Petition is approved, the actual project costs for such improvements will be funded in whole or in part through a special district ad valorem tax on all property within the capital improvement tax district; and
 - (f) A statement explaining that the property owner's signature indicates that they are in favor of the proposed qualified capital improvement project and are willing to consider being subject to taxation or special assessment to fund such improvements
- (2) To be eligible for further consideration, the applicant must return a completed Preliminary Petition bearing the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district within 45 days of the issuance of the Preliminary Petition.
- (g) Issuance of the Final Petition by the Public Works Director.
- (1) If the Public Works Director determines that a Preliminary Petition has been timely returned with all of the required signatures, the Public Works Director shall determine whether the proposed project will require additional preliminary steps prior to the issuance of the Final Petition, such as the dedication of private property or the completion of preliminary studies, reports, or plans in order to develop a project plan, timeline, and cost estimate for the project.
 - (2) Dedication of property required.
 - (a) No capital improvement project shall be eligible for inclusion in the capital improvement tax district program unless such project shall be publicly owned and constructed on public property.
 - (b) If the Public Works Director determines that the completion of the qualified capital improvement project will require the acquisition of privately maintained roads, streets, rights of way, easements, or any other real property lying within the proposed capital improvement tax district, the Public Works Director shall notify the applicant.

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- (c) No project will be considered by the Board of Commissioners until such property is offered for dedication by the property owners to the County in writing and in the form and manner required by the Public Works Director.
- (3) Completion of preliminary studies, reports, or plans.
 - (a) If the Public Works Director determines that preliminary studies, reports, and/or plans are required in order to develop a project plan, timeline, and cost estimate for the project, the Public Works Director shall notify the applicant.
 - (b) The Public Works Director shall not issue the Final Petition until the required studies, reports, and/or plans are provided to the Public Works Director and the Public Works Director determines that such studies, reports, and/or plans are adequate.
 - (c) The expenditure of funds by the applicant or any other person in furtherance of any Application or Petition shall not establish any rights in favor of the applicant or duties on the part of Dawson County, its officials, or its employees.
- (4) The Public Works Director shall develop a preliminary project plan, timeline, and budget for the proposed project prior to the issuance of a Final Petition. In developing the project plan, timeline, and budget, the Public Works Director shall ensure that all road projects are completed using a full depth reclamation (FDR) process, where feasible.
- (5) The Final Petition shall contain the following:
 - (a) A description of the property to be included within the proposed capital improvement tax district by tax map parcel numbers as such numbers are used by the county tax assessor and the county tax commissioner;
 - (b) A description of the qualified capital improvement project to be sought by the Final Petition;
 - (c) An estimate of the millage rate required to recover all project costs from ad valorem taxes on real property within the proposed special district within a ten-year period; and
 - (d) A statement explaining that the estimated timeline, project costs, and millage rates are made for informational purposes only, and that, if the Petition is approved, the actual project costs for such improvements will be

Exhibit A

funded in whole or in part through a special district ad valorem tax on all property within the capital improvement tax district; and

- (e) A statement explaining that the property owner’s signature indicates that they are in favor of the proposed qualified capital improvement project and are willing to consider being subject to taxation or special assessment to fund such improvements .
- (6) To be eligible for further consideration, the applicant must return a completed Final Petition bearing the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district within 45 days of the issuance of the Final Petition. The supporters of the Final Petition shall include, at a minimum, the signatures of all property owners who will be required to dedicate property for the proposed capital improvement project.
- (7) If the Public Works Director determines that a Final Petition has been timely returned with all of the required signatures, that the proposed project is of sufficient priority to warrant further consideration by the Board of Commissioners, and that the required offers of dedication have been provided, the Public Works Director shall provide written notice to the applicant and all owners of the property lying within the proposed capital improvement tax district certifying that the Final Petition will be forwarded to the Board of Commissioners for consideration (the “Certification”), and notifying such individuals of the intended date for a public hearing on the Final Petition.
- (h) Creation of capital improvement tax district; authorization for project improvements.
 - (1) Following the Certification by the Public Works Director, the Board of Commissioners shall conduct a public hearing for the purposes of considering whether to accept the dedication of any property required to be dedicated by this Article and whether to establish a special district ad valorem tax or special assessment within the proposed district to fund, in whole or in part, the proposed capital improvement project. At least 15 but not more than 45 days before the date of the hearing, the county shall publish a notice of the hearing within a newspaper of general circulation within the county. The notice shall state the time, place, and purpose of the hearing.
 - (2) Following the public hearing, the Board of Commissioners shall be authorized, but not required, and in its sole discretion, to accept the dedication of the property required by this Article, to create the petitioned for capital improvement tax district, to authorize the construction of improvements, and to authorize the levy of taxes or special assessments to fund the project costs of the proposed improvements in

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whole or in part and upon such terms and conditions and in such manner as the Board of Commissioners may deem necessary or proper. The Board of Commissioners shall not be confined to the district boundaries or improvements identified in the petition and may modify the district boundaries, determine the improvements to be provided therein, and determine the manner in which such improvements shall be funded in its sole discretion.

- (3) The Board of Commissioners shall be authorized in its sole discretion to fund the authorized project costs, in whole or in part, through grants, bonds, ad valorem taxes, special district taxes, special assessments, special purposes taxes, user fees, or any combination thereof.
- (i) Authority of Board of Commissioners to create or modify special districts and to make assessments.
 - (1) The Board of Commissioners may establish special ad valorem tax districts, and taxes, fees, or assessments may be levied upon properties within such districts, under such terms and conditions and in such manner as the Board of Commissioners may deem necessary or proper in its sole discretion and in the absence of a petition from property owners.
 - (2) Nothing in this Article shall be construed as a limitation on the Board of Commissioners' authority to establish or modify special ad valorem tax districts, provide for or discontinue capital improvements or for the provision of one or more local governmental services, or to impose or terminate taxes, assessments, or fees.
 - (3) The Board of Commissioners shall be authorized to grant exceptions to the literal terms of this Article where special conditions or hardships exist.

**AN ORDINANCE OF THE
DAWSON COUNTY
BOARD OF COMMISSIONERS**

**TO AMEND CHAPTER 30 OF THE CODE OF DAWSON COUNTY TO PROVIDE A
MECHANISM FOR TAXPAYERS TO PETITION THE DAWSON COUNTY BOARD
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WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, Article IX, Section II, Paragraph VI (c) of the Constitution of the State of Georgia provides that the governing authority of the County may, by county ordinance or resolution, create special districts for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to amend Chapter 30 of the Code of Dawson County, Georgia, by adding thereto a new Article to provide a mechanism whereby County residents may petition the Board of Commissioners of Dawson County for the creation of special tax districts to fund, in full or in part, capital improvement projects of special benefit to the properties located within said tax district; and

WHEREAS, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Dawson County, Georgia, as follows:

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SECTION 2.

If any section, provision, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application

of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4.

This Ordinance shall become effective on _____, 2021, the public good demanding the same.

SO ORDAINED this ____ day of _____, 2021.

Dawson County Board of Commissioners

Billy Thurmond, Chairman

Attest:

By: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

Exhibit A

CHAPTER 30 - LICENSES, TAXATION AND MISCELLANEOUS REGULATIONS

ARTICLE V - CAPITAL IMPROVEMENT SPECIAL TAX DISTRICT

Sec. 42-250. – Petitions for Capital Improvement Special Tax Districts.

- (a) Purpose. To create a method by which citizens may petition the Board of Commissioners for consideration of capital improvement projects to be funded by the requesting citizens via a special district ad valorem tax or by special assessment.
- (b) Overview. The program consists of the following steps, each of which is detailed below in this Article:

~~(1) The applicant must present~~An interested property owner may petition for the creation of a Capital Improvement Special Tax District under this Article by filing an Application for a Preliminary Petition;

~~(1) The with the Public Works Director reviews the Preliminary Petition to determine whether it is complete, whether dedication of property is required, and to evaluate the priority of.~~

~~(2) If the project.~~

~~(3)(2) The Public Works Director either returns~~determines that the Application for a Preliminary Petition is complete, the Public Works Director will develop a preliminary cost estimate and provide the applicant with a Preliminary Petition with further direction or issues a Statement of Completion, instructing the applicant on what must be contained in the Final Petition.

~~(3) Within 90 days of the Public Works Director's issuance of the Statement of Completion, the applicant must~~The Preliminary Petition is a means for the applicant and the Public Works Director to gauge support for the proposed project by the affected property owners. The applicant will have 45 days from the issuance of the Preliminary Petition to obtain the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district for further consideration of the proposed project.

~~(4) Upon the timely return of a completed Preliminary Petition, the Public Works Director will determine whether the proposed project will require additional preliminary steps prior to the issuance of the Final Petition, such as the dedication of private property or the completion of preliminary studies, reports, or plans.~~

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~~(4)(5)~~ The applicant will have 45 days from the issuance of the Final Petition as directed to obtain the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district.

~~(5)(6)~~ The Board of Commissioners ~~considers~~will consider the Final Petition and exercises its discretion to decide whether to approve the project and how to fund the project.

(c) Administration. The Public Works Director shall be responsible for administering the capital improvement tax district program as set forth in this Article and shall:

- (1) Advise applicants for proposed capital improvement tax districts of the procedures required for the establishment of such districts pursuant to this Article-;
- (2) Establish an orderly system of numbering capital improvement tax districts created pursuant to this Article in conjunction with the county tax assessor and the county tax commissioner-;
- (3) Provide standard forms for use by applicants-;
- (4) Advise applicants of estimated assessment rates for owners of property lying within proposed capital improvement tax districts- in conjunction with the county tax assessor and the county tax commissioner;
- (5) Examine all applications and petitions for completion and for compliance with the provisions of this Article-;
- (6) Submit Final Petitions to the Board of Commissioners together with estimated costs, construction timelines, and assessment rates to owners of property lying within such districts, and with such other information and recommendations as the Public Works Director may deem appropriate-;
- (7) Coordinate the qualified capital improvement project within such districts upon final approval by the Board of Commissioners-; and
- (8) Perform any and all other acts or duties necessary or proper for the attainment of the purposes set out in this Article.

(d) Definitions.

- (1) For the purposes of this Article, “qualified capital improvement project” means an improvement to public property with a useful life of ten years or more, by new construction or other action, which specially benefits all real property within the

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capital improvement tax district, either by increasing the service capacity available to such properties, increasing the marketability or market value of such properties, or other special benefits as determined by the Board of Commissioners. Such projects include, but are not limited to, road paving or surfacing, sidewalks, curbs, gutters, stormwater control structures, sanitary sewers, water lines, driveways, traffic control devices, and lighting fixtures.

- (2) For the purposes of this Article, “project costs” means all costs incurred to provide a qualified capital improvement project in conformity with all applicable standards, including, but not limited to, planning, design, engineering, construction, land acquisition, land improvement, and administrative costs.

(e) Application for Preliminary Petition by property owners.

- (1) The owners of residential parcels within either an existing residential subdivision ~~or a discrete and definable area~~, or the owners of property lying within a discrete and definable area zoned for purposes other than residential use, may submit to the Public Works Director an Application for a Preliminary Petition to establish a capital improvement tax district and for the imposition of a special district ad valorem tax or special assessment to fund, in whole or in part, a qualified capital improvement project within the proposed district.

- (2) The Application for a Preliminary Petition must be filed by an owner of real property located within the proposed district ~~and must include the following:~~

~~(3) An accurate~~Applications for Preliminary Petitions shall be considered on a first-come-first-serve basis and only one application shall be considered at any time for a single residential subdivision or any discrete and definable area.

~~(4) The Application for a Preliminary Petition must include the following:~~

~~a.(a)~~ A description of the property to be included within the proposed capital improvement tax district ~~by tax map parcel numbers as such numbers are used by the county tax assessor and the county tax commissioner;~~

~~b.(b)~~ A short and plain description of the qualified capital improvement project to be sought by the Petition;

~~(c)~~ A short and plain statement, ~~acknowledging that project costs for such improvements will be funded in whole or in part through a special district ad valorem tax or special assessment on all property within the capital improvement tax district;~~

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- (i) Neither the filing of ~~the Preliminary or Final~~ Application for a Petition, nor the expenditure of funds in furtherance of any Application or Petition, will establish any rights in favor of the applicant or duties on the part of Dawson County , its officials, or its employees~~;~~
 - (ii) The Public Works Director is authorized to require applicants to supplement their Preliminary Petition by providing, at the applicant's own cost, any additional information, studies, reports, or plans deemed necessary by the Public Works Director as a condition precedent to further consideration of ~~the Preliminary~~ an Application or Petition~~;~~ and
 - ~~(iii)~~ (iii) The Public Works Director retains the sole discretion to determine what information, studies, reports, and plans are required for each proposed project on a case by case basis.
- ~~(4)~~ (5) The Public Works Director ~~shall~~ may make an assessment of priority. The Public Works Director retains the sole discretion in prioritizing Applications and Petitions for qualified capital improvement projects. When prioritizing Applications and Petitions, the Public Works Director should consider the following non-exclusive factors:
- ~~a.~~ (a) The application date;
 - ~~b.~~ (b) The degree to which the proposed project will alleviate traffic congestion or other public safety concerns;
 - ~~c.~~ (c) The anticipated project costs in relation to the funding available through taxes or other sources;
 - ~~d.~~ (d) The support for the project as evidenced by the percentage of property owner signatures received in favor of the petition; and
 - ~~(e)~~ Review The degree to which required property and access rights may be obtained without exercising the power of eminent domain.
- (f) Issuance of the Preliminary Petition by the Public Works Director; ~~Statement of Completion.~~
- (1) If the Public Works Director determines that the Application for a Preliminary Petition is complete, that the Application seeks a qualified capital improvement project as defined in this Article, and that the proposed project is of sufficient priority to warrant further consideration ~~by the Board of Commissioners,~~ the Public

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Works Director shall ~~issue the Preliminary Petition~~ within ~~90~~45 days of receipt of the completed ~~Preliminary Petition~~Application, which shall contain the following:

~~a. (a) Determine the project budget for the project, including the estimated project costs, and provide a copy of the project budget to the county tax assessor and the county tax commissioner;~~

~~(b) Develop a short and plain description of the qualified capital improvement project to be sought by the Petition;~~

~~b. (c) Prepare a preliminary estimate of the millage rate required to recover all project costs from ad valorem taxes on real property within the proposed special district within a ten-year period in conjunction with the county tax assessor and the county tax commissioner; and;~~

~~e. (d) Estimate a preliminary estimate of the millage rate required to recover all project costs from ad valorem taxes on real property within the proposed special district within a ten-year period in conjunction with the county tax assessor and the county tax commissioner; and;~~

~~(d) Issue a Statement of Completion to applicant, containing the above-referenced information.~~

~~(f) A statement explaining that the property owner's signature indicates that they are in favor of the proposed qualified capital improvement project and are willing to consider being subject to taxation or special assessment to fund such improvements~~

~~(2) To be eligible for further consideration, the applicant must return a completed Preliminary Petition bearing the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district within 45 days of the issuance of the Preliminary Petition.~~

~~(g) Issuance of the Final Petition by the Public Works Director.~~

~~(1) If the Public Works Director determines that a Preliminary Petition has been timely returned with all of the required signatures, the Public Works Director shall determine whether the proposed project will require additional preliminary steps prior to the issuance of the Final Petition, such as the dedication of private property or the completion of preliminary studies, reports, or plans in order to develop a project plan, timeline, and cost estimate for the project.~~

(2) Dedication of property required.

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- ~~a.(a)~~ No capital improvement project shall be eligible for inclusion in the capital improvement tax district program unless such project shall be publicly owned and constructed on public property.
- ~~(b)~~ If the Public Works Director determines that the completion of the qualified capital improvement project will require the acquisition of privately maintained roads, streets, rights of way, easements, or any other real property lying within the proposed capital improvement tax district, the Public Works Director shall notify the applicant.
- ~~b.(c)~~ No project will be considered by the Board of Commissioners until such property is offered for dedication by the property owners to the County in writing and in the form and manner required by the Public Works Director.
- ~~(3) Final Petition. Upon provision of the Statement of Completion by of preliminary studies, reports, or plans.~~
- ~~(g)(a) In the Public Works Director shall apply to the Public Works Director in order to develop a project plan, timeline, and cost estimate for the project, the Public Works Director shall notify the applicant.~~
- ~~(b) The Public Works Director shall not issue the Final Petition ~~must contain~~ the signatures of at least 75 percent of ~~until~~ the owners of ~~required studies, reports, and/or plans are provided to the property lying within Public Works Director and the proposed capital improvement tax district demonstrating~~ Public Works Director determines that such studies, reports, and/or plans are adequate.~~
- ~~(c) The expenditure of funds by the supporters of the petition are applicant or any other person in furtherance of any Application or Petition shall not establish any rights in favor of the applicant or duties on the part of Dawson County, its officials, or its employees.~~
- ~~(4) The Public Works Director shall develop a preliminary project and willing to be subject to taxation or special assessment to fund the plan, timeline, and budget for the proposed project according prior to the estimates contained in the Statement of Completion. The supporters of the issuance of a Final Petition shall include, at a minimum, the signatures of. In developing the project plan, timeline, and budget, the Public Works Director shall ensure that all property owners who will be required to dedicate property for the proposed capital improvement project, and~~

Exhibit A

~~must~~ road projects are completed using a full depth reclamation (FDR) process, where feasible.

~~(4)~~(5) The Final Petition shall contain the following:

~~a.~~(a) ~~An accurate~~ description of the property to be included within the proposed capital improvement tax district by tax map parcel numbers as such numbers are used by the county tax assessor and the county tax commissioner;

~~b.~~(b) ~~A short and plain~~ description of the qualified capital improvement project ~~to be sought by the petition and the estimated timeframe for completion of the project.~~ Final Petition;

~~(c)~~ ~~An estimate of the project costs for the proposed project;~~ valorem taxes on real property within the proposed special district within a ten-year period; ~~and~~

~~e.~~(d) A ~~short and plain~~ statement ~~explaining~~ that the estimated ~~timeline,~~ project costs, ~~and millage rates~~ are ~~a preliminary estimate~~ made for informational purposes only, and that, if the Petition is approved, the actual project costs for such improvements will be funded in whole or in part through a special district ad valorem tax on all property within the capital improvement tax district; and

~~(e)~~ A ~~dedication in the form and manner required by the Public Works Director of all privately maintained roads, streets, rights of way, easements, and any other real statement explaining that the property or fixtures located~~ owner's signature indicates that they are in favor of the proposed qualified capital improvement project and are willing to consider being subject to taxation or special assessment to fund such improvements .

~~f.~~(6) ~~To be eligible for further consideration, the applicant must return a completed Final Petition bearing the signatures of at least 75 percent of the owners of the property lying within the proposed capital improvement tax district that are necessary for within 45 days of the issuance of the completion~~ Final Petition. The supporters of the ~~qualified~~ Final Petition shall include, at a minimum, the signatures of all property owners who will be required to dedicate property for the proposed capital improvement project.

~~(2)~~(7) If the Public Works Director determines that a Final Petition has been timely returned with all of the required signatures, that the proposed project is of sufficient priority to warrant further consideration by the Board of Commissioners, and that

Exhibit A

the required offers of dedication have been provided, the Public Works Director shall provide written notice to the applicant and all owners of the property lying within the proposed capital improvement tax district certifying that the Final Petition will be forwarded to the Board of Commissioners for consideration (the “Certification”), and notifying such individuals of the intended date for a public hearing on the Final Petition.

- (h) Creation of capital improvement tax district; authorization for project improvements.
 - (1) Following the Certification by the Public Works Director, the Board of Commissioners shall conduct a public hearing for the purposes of considering whether to accept the dedication of any property required to be dedicated by this Article and whether to establish a special district ad valorem tax or special assessment within the proposed district to fund, in whole or in part, the proposed capital improvement project. At least 15 but not more than 45 days before the date of the hearing, the county shall publish a notice of the hearing within a newspaper of general circulation within the county. The notice shall state the time, place, and purpose of the hearing.
 - (2) Following the public hearing, the Board of Commissioners shall be authorized, but not required, and in its sole discretion, to accept the dedication of the property required by this Article, to create the petitioned for capital improvement tax district, to authorize the construction of improvements, and to authorize the levy of taxes or special assessments to fund the project costs of the proposed improvements in whole or in part and upon such terms and conditions and in such manner as the Board of Commissioners may deem necessary or proper. The Board of Commissioners shall not be confined to the district boundaries or improvements identified in the petition and may modify the district boundaries, determine the improvements to be provided therein, and determine the manner in which such improvements shall be funded in its sole discretion.
 - (3) The Board of Commissioners shall be authorized in its sole discretion to fund the authorized project costs, in whole or in part, through grants, bonds, ad valorem taxes, special district taxes, special assessments, special purposes taxes, user fees, or any combination thereof.
- (i) Authority of Board of Commissioners to create or modify special districts and to make assessments.
 - (1) The Board of Commissioners may establish special ad valorem tax districts, and taxes, fees, or assessments may be levied upon properties within such districts, under such terms and conditions and in such manner as the Board of Commissioners

Exhibit A

may deem necessary or proper in its sole discretion and in the absence of a petition from property owners.

- (2) Nothing in this Article shall be construed as a limitation on the Board of Commissioners' authority to establish or modify special ad valorem tax districts, provide for or discontinue capital improvements or for the provision of one or more local governmental services, or to impose or terminate taxes, assessments, or fees.
- (3) The Board of Commissioners shall be authorized to grant exceptions to the literal terms of this Article where special conditions or hardships exist.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session: 12.02.2021

Prepared By: Jason Stephenson

Voting Session: 12.16.2021

Presenter: Jason Stephenson

Public Hearing: Yes No

Agenda Item Title: Presentation of New Agreement with Professional Probation Services, Inc.

Background Information:

Dawson County Superior Court and Dawson County Probate Court originally executed an agreement in 2017 with Northeast Georgia Probation Services, Inc. (NGPSI). In 2019, the Contract was assigned to Professional Probation Services, Inc. (PPSI) following its acquisition of NGPSI. Per a 2018 Addendum, the current contract expires 12/31/2021.

Current Information:

Both Dawson County Superior Court and Dawson County Probate Court would like to extend our relationship with PPSI. The new contract is nearly identical to existing terms, and no funds from the county are required. The contract extends for one year (2022) with auto-renewals for an additional three years.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: *Vickie Nekukuh*

Date: 11/23/21

County Manager Authorization: *DS*

Date: 11/23/21

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**STATE OF GEORGIA
COUNTY OF DAWSON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20_____, by and between Dawson County, Georgia (hereinafter referred to as the "County") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judges of the Dawson County Superior Court and the Dawson County Probate Court (hereinafter referred to as the "Courts").

WITNESSETH:

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Courts, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Courts; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Courts.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COUNTY

The County shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Courts.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Courts which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Courts.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Courts during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Courts to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Courts. Those offenders the Courts shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Courts. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Courts as frequently as the Courts require on the amount of Court fines, costs, fees, and restitution ordered and collected from each offender. The report shall include the total dollar amount applied to Courts' ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Courts as frequently as the Courts require.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court costs collected from the offenders.
- Q. The Courts shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Courts. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Courts. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Courts and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens at the direction of the Courts. Probationers who are ordered to be screened shall be screened no less than once per quarter. The costs for the drug and alcohol screens shall be paid by the offender, as fully set forth in the Specifications for Services attached hereto.
- X. 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 fine 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, per O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.
- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Courts. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Courts shall determine what constitutes a substantial failure to comply with

probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Courts' Judicial Procedures.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2022, and shall continue with a specific expiration date of the 31st day of December, 2022. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31, 2026. Either party may terminate this Contract upon thirty (30) days written notice. The County may terminate this Contract immediately for cause including, without limitation, material breach of this Contract, insolvency of PPSI, or filing of a voluntary or involuntary case in bankruptcy.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the County. The County shall have no obligation for fees incurred during this contract term and none in any subsequent renewals in accordance with O.C.G.A. §30-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the County determines there are deficiencies in the service and work provided by PPSI, the County shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Dawson County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dawson County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the County may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The County shall provide PPSI with a written receipt of those items over which the County assumes exclusive control. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- | | |
|-------------------------------|-------------------------------|
| Workers' Compensation | - Statutory |
| Bodily Injury Liability | - \$ 100,000 each accident |
| | - \$ 500,000 each occurrence |
| General Liability | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability | - \$1,000,000 each occurrence |

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the County nor the Courts shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, PPSI agrees to indemnify and hold harmless the County and the Courts, their officials, employees, agents, or participants with the Courts and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the County is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the County and Courts. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County: Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534
Attn: David Headley, County Manager

As to PPSI: Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and 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 Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and PPSI.

In witness whereof, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

Dawson County Board of Commissioners

By: _____
Billy Thurmond, Chairman

Professional Probation Services, Inc.

By: _____
Keith Ward, CEO

(Corporate Seal)

Approved:

Dawson County Superior Court

By: _____
Kathlene F. Gosselin, Chief Judge

Dawson County Probate Court

By: _____
Jennifer Burt, Judge

By: _____
Kristen Cloud, County Clerk

(County Seal)



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$38.00 per month + A One-Time \$70.00 Application Fee
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$20.00
On-Site EtG Test	\$20.00
Laboratory Confirmation Test	\$20.00
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the PPSI Probation Tracker 2.0 Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity
Resume and Interview Skills Development with Job Placement Assistance	No Cost to any of our more than 50 locations nationwide
Indemnification of the County, and Naming the County as an Additional Insured	No Cost – Professional and General Liability



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session: 12.02.2021

Prepared By: Jason Stephenson

Voting Session: 12.16.2021

Presenter: Jason Stephenson

Public Hearing: Yes _____ No _____

Agenda Item Title: Presentation of Compensation of Court Bailiffs

Background Information:

OCGA § 15-2-7 provides that the first grand jury impaneled at the fall term of the superior courts "shall fix the compensation of court bailiffs in the superior courts of such counties for the next succeeding year." In the September term of 2021, a Dawson County grand jury fixed the bailiff compensation at \$85 per day for calendar year 2022, representing an increase from the \$70 per day fixed since approximately 2003. This increase will be effective January 1, 2022 "subject to the approval of the governing authority of the county" pursuant to OCGA § 15-2-7(b).

Current Information:

This increase will add an estimated \$6,000 to the FY22 budget.

Budget Information: Applicable: Not Applicable: Budgeted: Yes _____ No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: *Lukie Neukuh*

Date: 11/23/21

County Manager Authorization: *AS*

Date: 11/23/21

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 12/02/2021

Prepared By: ISABEL CHAVEZ

Voting Session: 12/02/2021

Presenter: BRAD MORRIS / SARAH WILLIS

Public Hearing: Yes X No _____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2022 STATE PUBLIC DEFENDER CONTRACT

Background Information:

Dawson County has contracted with the GPDC since the Public Defender System's inception (our office started operating in January 2005) for the GPDC to employ one attorney and one administrative assistant as state employees via a contract. The contract covers the two employees' salaries and cost of employment as set forth in Attachment B to the state contract, and a 5% management fee.

Current Information:

The expense required to fund this contract has been requested and approved in the 2022 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new Fiscal and Calendar Year 2022.

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes x _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$184,122.00	\$184,122.00	\$184,122.00	0

Recommendation/Motion: Move to approve the 2022 Contract with the GPDC.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/21

County Manager Authorization: David Headley

Date: 11-22-2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attachment - INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY (CY 2022)

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF
DAWSON COUNTY**

THIS AGREEMENT is entered into this ____ day of _____, 2021, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2022.

WITNESSETH:

WHEREAS, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-30 (c) (6) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS, O.C.G.A. § 17-12-31 provides in subsections (a) and (b) the following:

- (a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.
- (b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

WHEREAS, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

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

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

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided,

independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment and provision for additional personnel by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northeastern Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Dawson County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Dawson County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Dawson County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a nonrefundable 5% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Northeastern Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 2.02 Provision of additional county employees. The County agrees to pay for 50% of the personnel cost for two of the Hall County employees listed in Attachment B. The County agrees to the payment terms as enumerated in a separate intergovernmental agreement between Hall County and Dawson County. These employees are to remain employees of the Hall County. The County is the employer for these employees for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these employees and the employees serve at the pleasure of the circuit public defender subject to any applicable County personnel policies. In the event that an employee listed in Attachment B leaves the employment of the County for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the County, which approval shall not be unreasonably withheld. Attachment B is incorporated into this agreement by reference.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the operating expenditures for appropriate offices, utilities, telephone expenses, materials, and supplies to equip,

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2020 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

SALARY SUPPLEMENTS

Section 5.01 Salary supplements. The County agrees to supplement the salaries of the state employees of the Public Defender Office listed in Attachment C in the amount indicated in Attachment C. The salary supplement for these state employees is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the county and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 1 year beginning January 1, 2022 and ending December 31, 2022.

Section 6.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2020) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 6.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 6.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Northeastern
Judicial Circuit:

H. Bradford Morris, Jr.
Circuit Public Defender
P.O. Box 390
Gainesville, GA 30503

Governing Authority of Dawson County:

Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way, 2nd Floor
Dawsonville, GA 30534

Georgia Public Defender Council
Omotayo Alli, Director
270 Washington Street SW, Suite 6079
Atlanta, GA 30334

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 6.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 6.08 (a).

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement.

The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(b) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 6.10 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 6.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Dawson County

BY: _____

Chairman

Dawson County Board of Commissioners

ATTEST:

Circuit Public Defender

BY: _____

Signature

Circuit Public

Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____

Signature

Director

Northeastern Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Dawson County

January 1, 2022 – December 31, 2022

The County agrees to pay the Public Defender Office \$000,000.00 in 12 monthly installments of \$00,000.00. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on December 15, 2021. Invoices will be sent to the following address:

Installments will be paid directly to GPDSC at the following address:

GPDSC
Attn: Jason Ring
270 Washington Street SW
Suite 6079
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE

ATTACHMENT B: Calendar Year 2022

Employee	Title	Salaries	FICA	Retirement	Health Insurance	Unemployment	Grand Total
			7.65%	24.66%	30.454%	\$31 each	
Luviano,Brenda	Office Admin Generalist	\$ 32,861.84	\$ 2,513.93	\$ 8,103.73	\$ 10,007.74	\$ 31.00	\$ 53,518.25
Willis,Sarah	Legal Officer	\$ 76,701.35	\$ 5,867.65	\$ 18,914.55	\$ 23,358.63	\$ 31.00	\$ 124,873.19
Total		\$ 109,563.19	\$ 8,381.58	\$ 27,018.28	\$ 33,366.37	\$ 62.00	\$ 178,391.43

	Current Payroll	Current Budget	Difference
Personnel	\$ 178,391.43	\$ 178,391.43	\$0.00
Adm Fee	\$ 8,919.57	\$ 8,919.57	\$0.00
Total	\$ 184,121.85	\$ 187,311.00	\$0.00



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 12/02/2021

Prepared By: Isabel Chavez

Voting Session: 12/02/2021

Presenter: BRAD MORRIS/SARAH WILLIS

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2022 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005, to share the cost of two employees equally. The employees are Hall County employees and, pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA.

Current Information:

The expense required to fund the IGA has been requested and approved in the 2022 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2022.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571000-000	88,038.00	88,038.00	88,038.00	0

Recommendation/Motion: Move to approve the 2022 IGA with Hall County.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/21

County Manager Authorization: David Headley

Date: 11-22-2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INTERGOVERNMENTAL AGREEMENT
PUBLIC DEFENDER SERVICES**

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay 50% of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$88,037.81 in four (4) equal quarterly installments of \$22,009.45 beginning March 31, 2022 (for the 1st quarter of 2022) and continuing through the end of each quarter of 2022 until one-half of the personnel costs for an Assistant Public Defender I and an Investigator are paid.

This _____ day of _____, 2021.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: _____
Billy Thurmond, Chairman
Dawson County Board of Commissioners

Kristen Cloud, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Lisa Ritchie, County Clerk

ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 HALL AND DAWSON COUNTIES

	Salaries	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assist. Public Defender I	\$ 79,552.46	\$ 18,046.92	\$ 251.76	\$ 6,364.20	\$ 6,085.76	\$ 934.97	\$ 111,236.07
Investigator	\$ 57,977.14	\$ -	\$ 332.64	\$ 1,159.54	\$ 4,435.25	\$ 934.97	\$ 64,839.54
TOTAL							\$ 176,075.61
HALF COST FOR DAWSON							\$ 88,037.81

4 quarterly installments :

\$ 22,009.45



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **12.2.21**

Prepared By: **Danny Thompson**

Voting Session: **12.16.21**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Hazardous Mitigation Generator Grant**

Background Information:

Dawson County was deemed eligible to apply for a Hazardous Mitigation Grant, as a result of funding set aside from Tropical Storm Zeta. Staff identified a need to provide back-up power for our primary emergency shelter, Rock Creek. The generator that has been selected and budgeted for concerning this project would power the building and all other functions associated with power. The generator will be a 200kW, Generac SD200 diesel unit.

Current Information:

The proposed cost of the generator is \$96,195. The breakdown of obligated cost is: FEMA - \$72,146, GEMA \$9,620, and Dawson County \$9,620. Dawson County will also be eligible for various indirect costs that are not to exceed 5% of the total cost of the project, totaling \$4,809.75. This funding is based off percent of salary and fringe of Parks & Rec director, Facilities director and Emergency Services director. Once installed, Dawson County would be responsible for all preventative and annual maintenance. We request permission to apply and move forward with this grant application; funding to come from grant funds account.

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes **X** No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250						

Recommendation/Motion: Approve agenda item

Department Head Authorization: **FDI**

Date: **11.17.21**

Finance Dept. Authorization: **Vickie Neikirk**

Date: **11/22/21**

County Manager Authorization: **David Headley**

Date: **11-22-2021**

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



Date: April 29, 2021

Quote No.: 20466221

Reference: Dawson County Emergency Services

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 200 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off- Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 350 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 2000W, 240VAC
- 24" 372 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vent
- Std set of 3 Manuals

- 120V GFCI and 240V Outlet
- Engine Run Relay
- Flush Mount Annunciator Kit
- Standard 2-Year Limited Warranty
- SD0200KG178.7D18HPYY3

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 600 Amp, 3 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Inphase Monitor
 - Time Delay Neutral
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Auto/Normal/Standby switch
- Return to Normal Bypass
- Double set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 3R Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS060N-3K2LDNCY

Quantity 1 - Delivery

Quantity 1 - Concrete pad for unit to sit on

Quantity 1 - System Start Up Service

GRAND TOTAL INVESTMENT: \$ 96,695.00

Factory Leadtime: 10 to 12 Weeks

Prices valid for 60 days from above date

Terms and Conditions

A deposit of 50% is required before order is placed. The remaining balance is due at start-up.

Warranty is invalid without factory start up. Start up will be done during normal business hours. Generator start up will be performed by Generac factory authorized technician. Additional charges will be applied to start ups requested on weekends or off normal business hours. Please note additional charges will also be applied if Power Solutions Unlimited, Inc. is called out to perform startup and the generator is not completely installed per our pre-startup checklist. Unless otherwise noted 3rd party testing, infrared testing, or insulation resistance testing is not included and is by others. The Warranty is valid

(on new equipment) from date of start up of generator and not contingent upon substantial completion of the project. Only items noted above are included in this proposal. Items not specifically mentioned are not in this scope of work.

Sincerely,

Scott Fowler

President
Power Solutions Unlimited, Inc.
Office: 706-253-7737
scott@psu24-7.com

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions

Customer Signature

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil
- Radiator Duct Adapter (Open Set Only)
- Critical Exhaust Silencer (Enclosed Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Permanent Magnet Excitation
- Sealed Bearings
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat

TANKS (If Selected)

- UL 142
- Double Wall
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel—Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3-Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors

- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

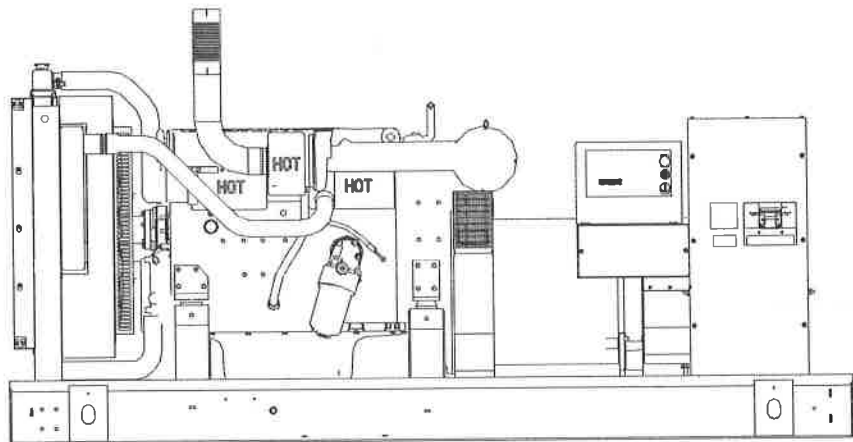
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Low Fuel Pressure Alarm
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD200 | 8.7L | 200 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



Standby Power Rating
 200 kW, 250 kVA, 60 Hz

Prime Power Rating*
 180 kW, 225 kVA, 60 Hz




*EPA Certified Prime ratings are not available in the US or its Territories

Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:

-   UL2200, UL508, UL142, UL489
-  CSA 22.2
-   BS5514 and DIN 6271
-  SAE J1349
-  NFPA 37, 70, 99, 110
-  NEC700, 701, 702, 708
-  ISO 3046, 7637, 8528, 9001
-  NEMA ICS10, MG1, 250, ICS6, AB1
-  ANSI C62.41
-   IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SPEC SHEET
1 of 6

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Oil Make-Up System
- Oil Heater
- Industrial Exhaust Silencer (Open Set)

FUEL SYSTEM

- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM

- 10A UL Battery Charger
- 2.5A Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

GENERATOR SET

- Gen-Link Communications Software (English Only)
- Extended Factory Testing
- IBC Seismic Certification
- 12 Position Load Center

ENCLOSURE

- Standard Enclosure
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Level 2 Sound Attenuation with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating*
- AC/DC Enclosure Lighting Kit

CONTROL SYSTEM

- 21-Light Remote Annunciator
- Remote Relay Panel (8 or 16)
- Oil Temperature Sender with Indication Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication-Modem
- 10A Run Relay
- Ground Fault Indication and Protection Functions

TANKS (Size On The Last Page)

- Electric Fuel Level
- Mechanical Fuel Level
- 8" Fill Extension
- 13" Fill Extension
- 19" Fill Extension

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pans
- Block Heaters

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing

ENCLOSURE

- Door Switch for Intrusion Alarm
- Enclosure Ambient Heaters

TANKS

- Overfill Protection Valve
- UL2085 Tank
- ULC S-601 Tank
- Special Fuel Tanks
- Vent Extensions

* Consult factory for availability

SD200 | 8.7L | 200 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Type	In-Line
Displacement - L (cu. in)	8.7 (530.91)
Bore - mm (in)	117 (4.61)
Stroke - mm (in)	135 (5.31)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	4-Valve
Piston Type	Aluminum
Crankshaft Type	Dropped Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - L (qts)	28 (29.57)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2,538
Fan Diameter - mm (in)	762 (30.0)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (Microns)	5
Fuel Inject Pump Make	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	Common Rail
Engine Type	Direct Injection
Fuel Supply Line - mm (in.)	12.7 (0.5) NPT
Fuel Return Line - mm (in.)	12.7 (0.5) NPT

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	(2) - 12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	Generac 520 mm
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Permanent Magnet Excitation
Bearings	Single Sealed Cartridge
Coupling	Direct Via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD200 | 8.7L | 200 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



OPERATING DATA

POWER RATINGS

		Standby
Single-Phase 120/240 VAC @1.0pf	200 kW	Amps: 833
Three-Phase 120/208 VAC @0.8pf	200 kW	Amps: 694
Three-Phase 120/240 VAC @0.8pf	200 kW	Amps: 601
Three-Phase 277/480 VAC @0.8pf	200 kW	Amps: 301
Three-Phase 346/600 VAC @0.8pf	200 kW	Amps: 241

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

277/480 VAC								208/240 VAC							
Alternator	kW	10%	15%	20%	25%	30%	35%	Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	200	187	280	373	467	560	653	Standard	200	140	210	280	350	420	490
Upsize 1	300	303	454	605	757	908	1,059	Upsize 1	300	277	341	454	568	681	794
Upsize 2	350	383	575	767	958	1,150	1,342	Upsize 2	350	280	410	535	640	770	900

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)	Diesel - gal/hr (l/hr)	
	Percent Load	Standby
3 (1)	25%	4.4 (16.7)
	50%	8.3 (31.4)
	75%	11.9 (45)
	100%	14.8 (56)
Total Fuel Pump Flow (Combustion + Return) - gal/hr (l/hr)		
26 (98)		

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow per Minute	gal/min (l/min)	63.3 (240)
Coolant System Capacity	gal (l)	12.7 (49.2)
Heat Rejection to Coolant	BTU/hr	545,646
Inlet Air	cfm (m ³ /hr)	8,872 (251)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power cfm (m ³ /min)	595 (16.8)

ENGINE

		Standby
Rated Engine Speed	rpm	1,800
Horsepower at Rated kW**	hp	320
Piston Speed	ft/min	1,593
BMEP	psi	265

EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m ³ /min)	1,345 (38.1)
Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	920 (493)

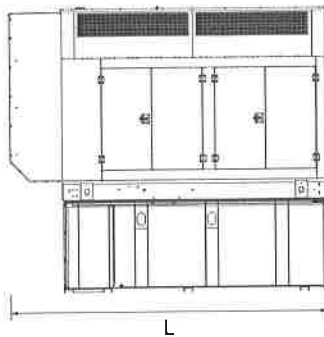
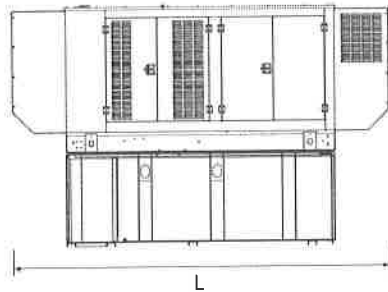
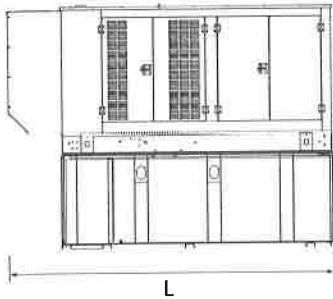
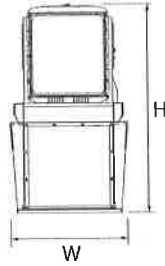
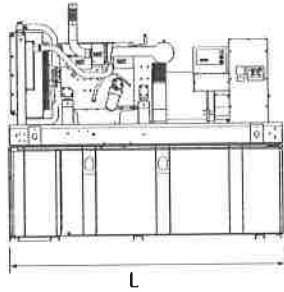
** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards. Standby - See Bulletin 0187500SSB
 Prime - See Bulletin 0187510SSB

SD200 | 8.7L | 200 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



DIMENSIONS AND WEIGHTS*



OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity Gal (L)	L x W x H (in (mm))	Weight lbs (kg)
No Tank	-	128 (3,251) x 54 (1,372) x 58 (1,473)	4,465 (2,025)
10	153 (579.2)	128 (3,251) x 54 (1,372) x 71 (1,803)	5,470 (2,481)
25	372 (1,407)	128 (3,251) x 54 (1,372) x 83 (2,108)	5,892 (2,673)
40	589 (2,227)	128 (3,251) x 54 (1,372) x 95 (2,413)	6,309 (2,862)
47	693 (2,623.3)	136 (3,454) x 54 (1,372) x 95 (2,413)	6,060 (2,749)
64	946 (3,581)	208 (5,283) x 54 (1,372) x 99 (2,515)	7,490 (3,397)
90	1,325 (5,015.7)	278 (7,061) x 54 (1,372) x 99 (2,515)	8,505 (3,858)

STANDARD ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H (in (mm))	Weight lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	155 (3,937) x 54 (1,372) x 70 (1,778)		
10	153 (579.2)	155 (3,937) x 54 (1,372) x 83 (2,108)		
25	372 (1,407)	155 (3,937) x 54 (1,372) x 95 (2,413)		
40	589 (2,227)	155 (3,937) x 54 (1,372) x 107 (2,718)	941 (427)	474 (215)
47	693 (2,623.3)	155 (3,937) x 54 (1,372) x 107 (2,718)		
64	946 (3,581)	208 (5,283) x 54 (1,372) x 111 (2,819)		
90	1,325 (5,015.7)	278 (7,061) x 54 (1,372) x 111 (2,819)		

LEVEL 1 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H (in (mm))	Weight lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	180 (4,572) x 54 (1,372) x 70 (1,778)		
10	153 (579.2)	180 (4,572) x 54 (1,372) x 83 (2,108)		
25	372 (1,407)	180 (4,572) x 54 (1,372) x 95 (2,413)		
40	589 (2,227)	180 (4,572) x 54 (1,372) x 107 (2,718)	1,246 (565)	606 (275)
47	693 (2,623.3)	180 (4,572) x 54 (1,372) x 107 (2,718)		
64	946 (3,581)	234 (5,944) x 54 (1,372) x 111 (2,819)		
90	1,325 (5,015.7)	304 (7,722) x 54 (1,372) x 111 (2,819)		

LEVEL 2 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H (in (mm))	Weight lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	155 (3,937) x 54 (1,372) x 93 (2,362)		
10	153 (579.2)	155 (3,937) x 54 (1,372) x 106 (2,692)		
25	372 (1,407)	155 (3,937) x 54 (1,372) x 118 (2,997)		
40	589 (2,227)	155 (3,937) x 54 (1,372) x 130 (3,302)	1,482 (672)	708 (321)
47	693 (2,623.3)	155 (3,937) x 54 (1,372) x 130 (3,302)		
64	946 (3,581)	208 (5,283) x 54 (1,372) x 132 (3,353)		
90	1,325 (5,015.7)	278 (7,061) x 54 (1,372) x 132 (3,353)		

* All measurements are approximate and for estimation purposes only.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: 12-2-2021

Prepared By: Dawn Johnson

Voting Session: 12-2-2021

Presenter: Dawn Johnson

Public Hearing: Yes No

Agenda Item Title: Approval of FY 2022 Legacy Link Addendum #1

Background Information:

Legacy Link receives additional funding during the year from federal and state agencies.

Current Information:

Addendum #1 is an increase of \$13,378 and \$6,746 for a total of \$20,124 that will go toward senior client meal program (Cares Act Meal Funds and Cares Act Support Services and Caregiver Material Aid).

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
5520						

Recommendation/Motion: Approve and ratify the FY 2022 Legacy Link Addendum #1.

Department Head Authorization: Dawn Johnson

Date: 11-22-2021

Finance Dept. Authorization: Vickie Neikirk

Date: 11/23/21

County Manager Authorization: David Headley

Date: 11-23-2021

County Attorney Authorization:

Date:

Comments/Attachments:



October 29, 2021

Mr. Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the FY-2022 Addendum #1 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2021 - June 30, 2022.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive, flowing style.

Linda Earls Clark
Financial Specialist

**ADDENDUM NO. 1
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION
FOR THE PROVISION OF NUTRITION PROGRAM AND ENTERED INTO ON THE FIRST
DAY OF JULY, 2021.

Said agreement is amended to read as follows.

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly;

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 32,500 units of home-delivered nutrition services to 151 elderly persons, and providing 13,378 units of support services material aide individual services to 30 elderly persons and 6,747 units of caregiver material aide individual services to 5 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty Eight Thousand One Hundred Fifty One Dollars (\$68,151.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Fifty Three Thousand Eight Hundred Thirty Dollars (\$53,830.00).

(d) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Thirteen Thousand Three Hundred Seventy Eight Dollars (\$13,378.00), and material aid individual caregiver services in the amount of Six Thousand Seven Hundred Forty Six Dollars (\$6,746.00).

6. Non-Federal Funds.

(b) The minimum cash requirement for the term of the Agreement being Nineteen Thousand Eight Hundred Forty Three Dollars (\$19,843.00) for congregate meals and Seventy Seven Thousand One Hundred Forty Four Dollars (\$77,144.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in §agraph two (2) of this contract, this amount being Three Hundred Nineteen Thousand Eight Hundred Seventy Dollars (\$319,870.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
DAWSON COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Dawson County Development Authority or Joint Development Authority

Name Carroll L. Turner

Home Address 1872 Kilough Church Rd

City, State, Zip Dawsonville, Georgia 30534

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number _____ **Alternate Number** _____

Fax Telephone Number _____

E-Mail Address _____

Additional information you would like to provide:

Retired from Brenau University and Lanier Technical College

Dawson County Chamber of Commerce Board Member

Signature Carroll L. Turner *Carroll Turner* **Date** 11/20/2021

BUSINESS INCUBATOR CONSULTING PROGRAM

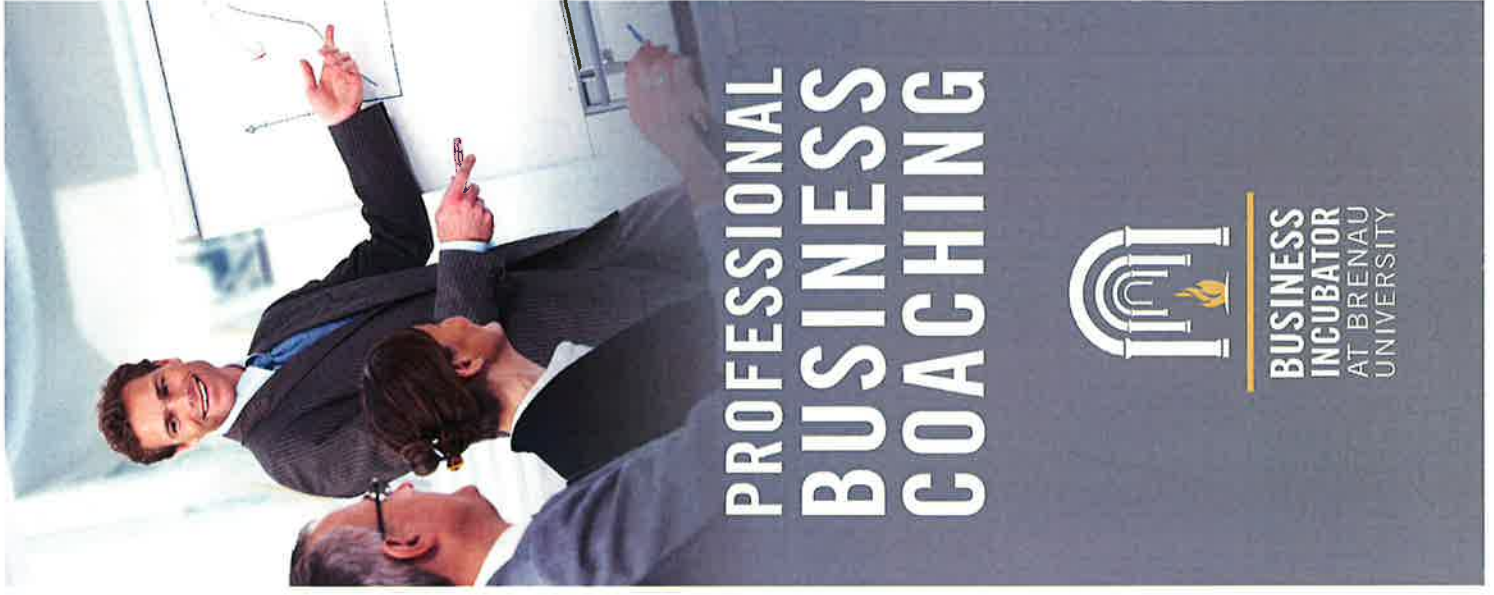
- Driving profitability in hard times
- Customer service excellence
- Managing costs and budgets effectively
- Coping with stress
- Delegating and empowering
- Best business practices
- Identifying and solving employee performance problems
- Branding
- Data as a strategic asset
- Coaching from a distance
- Financial modeling
- Startup business strategy and implementation
- Fundamentals of finance and accounting
- Leading with emotional intelligence
- Marketing
- Fundamental selling techniques
- Principles of professional selling
- Project management basics for success
- Critical thinking
- Time management
- Coordinate marketing strategies
- How to work effectively
- Communicating with diplomacy, tact and credibility
- Getting results without authority
- Negotiating to win



**BUSINESS
INCUBATOR**
AT BRENAU
UNIVERSITY

CONTACT US

Business Incubator at Brenau University
Featherbone Center
999 Chestnut Street, Suite 1
Gainesville, Georgia 30501
770.535.9220
BIBU@brenau.edu
brenau.edu/incubator



PROFESSIONAL BUSINESS COACHING



**BUSINESS
INCUBATOR**
AT BRENAU
UNIVERSITY

BUSINESS DEVELOPMENT

Speed up development of your business with leadership, time management and good business coaching.

Leadership starts with you and radiates out through your organization. Effective leadership is achieved with respect, emotional intelligence and a servant-leader attitude.

"I never ask someone to do something that I will not do or have not done."

Carroll Turner, director of the Business Incubator at Brenau University

Time management is about more than living and working in the moment. Planning and working your plan with the awareness of passing time will make you more efficient. Time is money.

Carroll Turner is the director of the Business Incubator at Brenau University and provides business coaching from a perspective of "been there, done that." Critical thinking and communicating with diplomacy, tact and credibility are vital to personal and business growth. He can teach you how inspiring and influencing will help you achieve results.

CARROLL TURNER, PH.D.

A longtime entrepreneur, Turner was a trustee of the Lanier Technical College Foundation for several years before opening the Lanier Technical College Manufacturing Development Center as its director in January 2007.

Turner is founder of Becon Medical Corp., which developed biopsy punches, and Turner Medical Corp., a leader in the field of automated external defibrillators. He also reinvented Carolina Medical Inc., bringing it to prominence by manufacturing surgical devices such as ultrasound and blood flow meters for open-heart procedures.

From 1974 to 1996, he served in various medical industry roles, including clinical and general management positions with General Electric Medical Systems, Spacelabs Medical, Hewlett Packard Medical Group and Endosonics Corp.



Carroll Turner, Ph.D.
Executive Director
Business Incubator at
Brenau University
cturner3@brenau.edu

Turner was CEO of Carolina Medical from 1999 to 2005, when he founded Becon Medical. While at Carolina Medical, he served simultaneously as president of Advanced Biosensor Inc., a startup cardiology company. He was instrumental in commercializing several NASA-developed medical monitoring devices. From 1997 to 1999, Turner was regional director for the cardiac pacemaker division of ELA Angeion Corp.

Turner has nearly 40 years of experience in manufacturing, development, sales and marketing of medical devices. He has a proven track record of performance and profitability, as well as international experience in Europe and Israel with marketing and technology exchange.

His experience is supported by a Ph.D. in allied health administration (medical ethics), an MBA in management and a B.A. in health science (sports medicine).

Retired June 2019



RESOLUTION FOR THE APPOINTMENT TO THE
_____ COUNTY BOARD OF TAX ASSESSORS

WHEREAS, there is a vacancy on the Board of Assessors; and

WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and

WHEREAS, the person appointed will serve a term of _____ years;

NOW THEREFORE BE IT RESOLVED, the _____ County Board of Commissioners appoints _____ to the _____ County Board of Tax Assessors with this term of office to begin on _____ and expire on _____.

ADOPTED this _____ day of _____.

_____ COUNTY BOARD OF COMMISSIONERS

Chairman

ATTEST:

County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS

Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District 1

Chris Gaines
Commissioner
District 2

Tim Satterfield
Commissioner
District 3

Emory Dooley
Commissioner
District 4

David Headley
County Manager

Kristen Cloud
County Clerk

December 16, 2021

State of Georgia
Department of Revenue
Local Government Services Division

To Whom It May Concern:

This is to certify that Andrea McKenzie resides in Dawson County, is at least 21 years of age and holds a high school diploma or equivalent.

Thank you,

Billy Thurmond, Chairman
Dawson County Board of Commissioners

STEVE GOOCH
District 51
421-F State Capitol
Atlanta, Georgia 30334
Phone: (404) 656-9221

E-mail: steve.gooch@senate.ga.gov



COMMITTEES:
Appropriations, Vice-Chairman
Transportation, Vice-Chairman
Ethics
Finance
Reapportionment and Redistricting
Regulated Industries and Utilities
Rules, Ex-Officio
Natural Resources and the Environment, Ex-Officio
Education and Youth, Ex-Officio

The State Senate
Atlanta, Georgia 30334
Majority Whip

November 11, 2021

Billy Thurmond
Dawson County Commissioner
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534

Dear Commissioner Thurmond ,

Now that the 2020 Census results have been released, we are in the midst of legislative and congressional redistricting. Those new numbers mean that we also need to consider local redistricting, which we will address during the 2022 General Assembly.

As you know, our local election officials have a number of tasks to complete once redistricting is over, primarily reassigning voters to the correct districts and preparing for candidate qualification, and the sooner we can complete the redistricting process, the sooner we can allow election officials to begin that process. While we have to wait for the regular session in January to pass new local redistricting plans, you should begin immediately drafting those new plans. To do this, I would be happy to sponsor you to the General Assembly's Legislative and Congressional Reapportionment Office, which will draw new local redistricting plans at no cost to the local government. Or, you could also use your local GIS department or a consultant. However, any plans not drawn at the General Assembly Reapportionment Office will be subject to technical verification by that office before they can be introduced as legislation.

Our leadership has indicated that all local redistricting should be complete by January 31, 2022 in order to ensure election officials have time to prepare for the March qualification dates. As a result, I need to have your completed local redistricting plan, along with a resolution endorsing the plan, delivered to me no later than December 10, 2021. If I do not receive your new plan by that date, I cannot guarantee that we will complete the local redistricting process by qualifying, which could lead to legal liability for your government.

If you have questions about this process, please feel free to reach out to me or discuss the legal issues with your local government attorney.

I am honored to represent you as your State Senator and I look forward to working with you and your staff on this important process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Gooch".

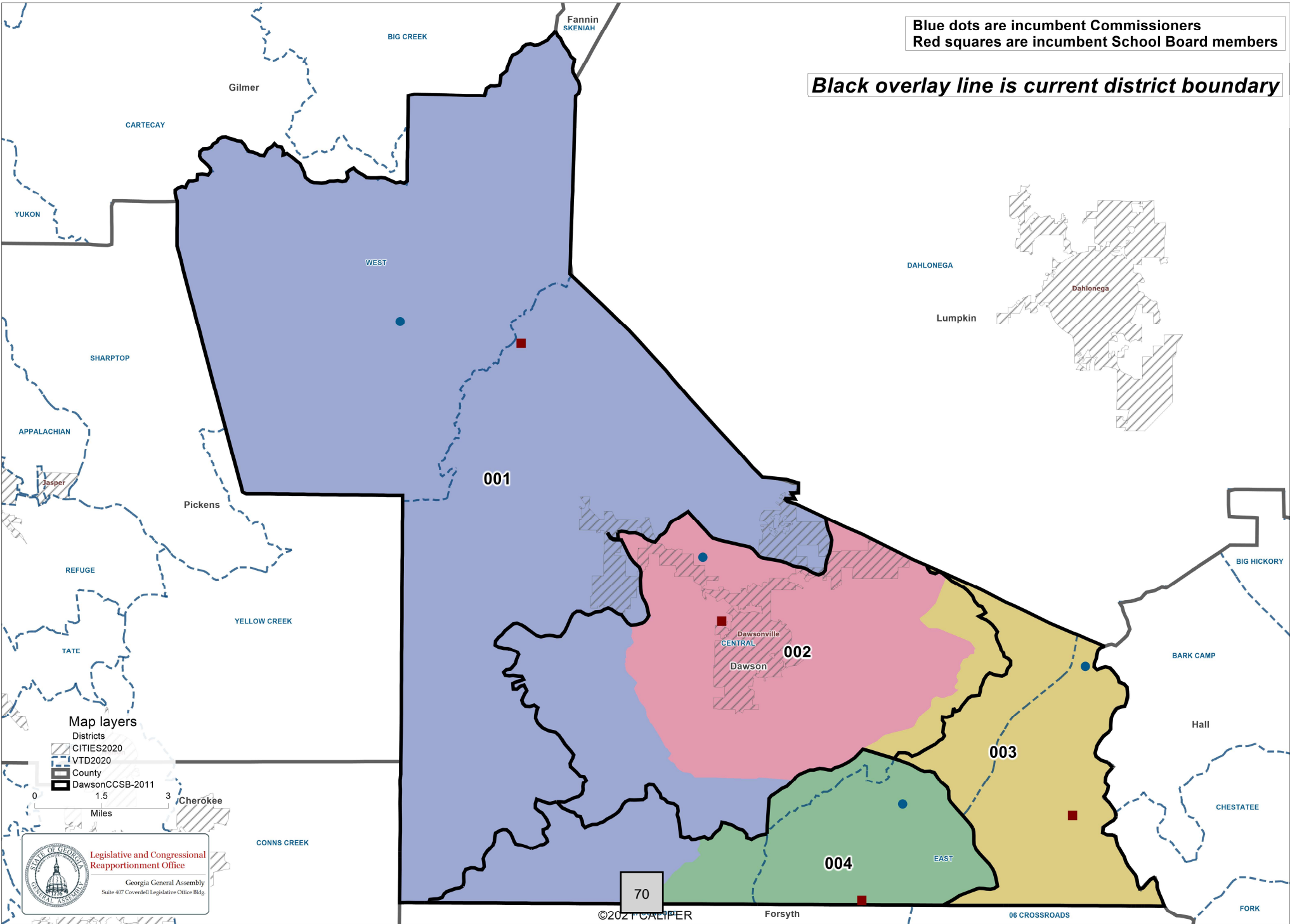
Steve Gooch

Draft- Dawson County Commission and School Board Districts

Client: Dawson
 Plan: dawsonccsb-draft1-2021
 Type: Local

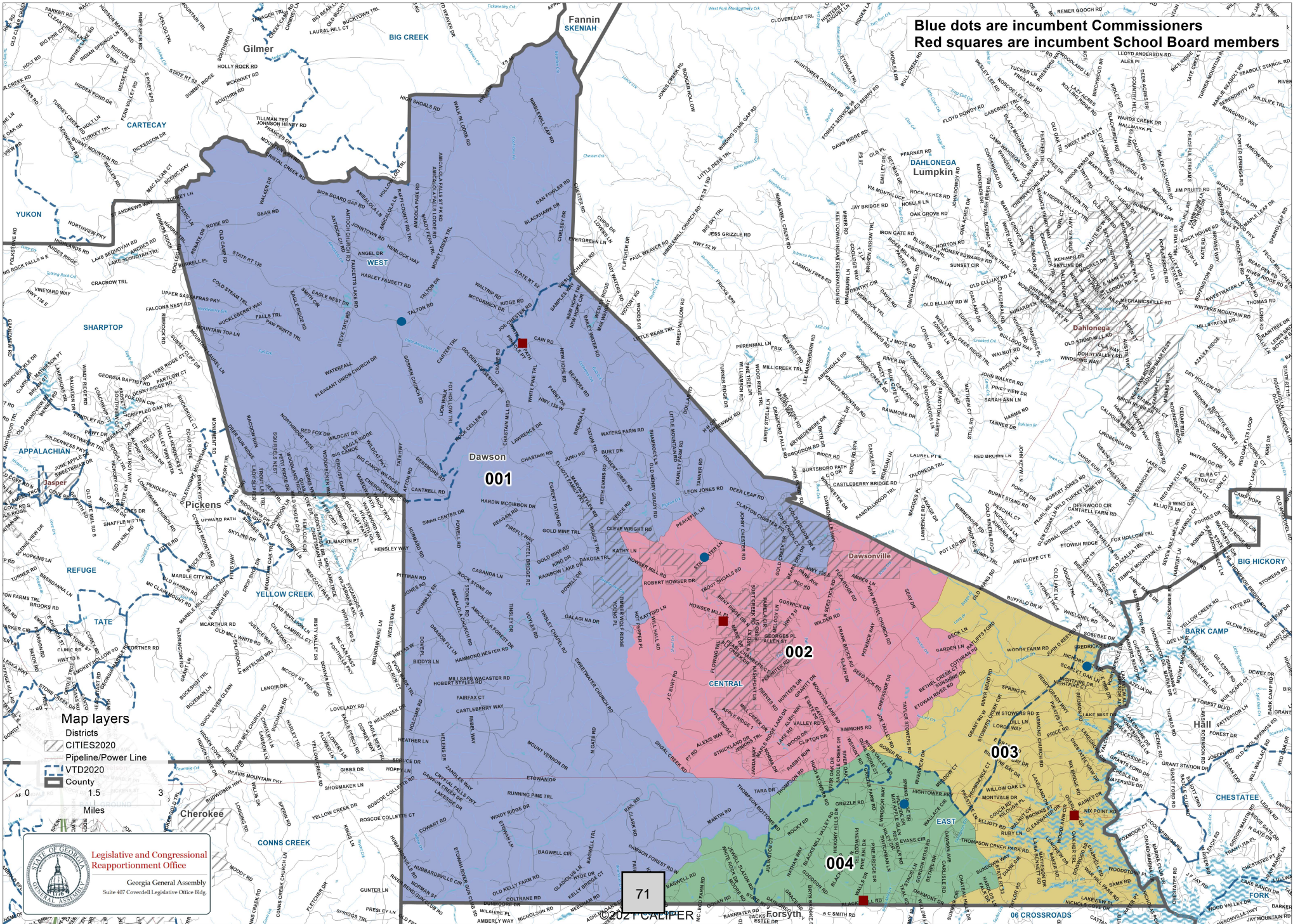
Blue dots are incumbent Commissioners
 Red squares are incumbent School Board members

Black overlay line is current district boundary



Draft- Dawson County Commission and School Board Districts

Client: Dawson
Plan: dawsoncsb-draft1-2021
Type: Local



**A RESOLUTION BY THE DAWSON COUNTY BOARD OF COMMISSIONERS
ENDORING A LOCAL REDISTRICTING PLAN AND REQUESTING LOCAL
LEGISLATION TO CHANGE THE COMPOSITION OF THE DAWSON COUNTY
ELECTION DISTRICTS**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, the 2020 U.S. Census determined that the population of Dawson County increased from 22,330 to 26,798 between 2010 and 2020; and

WHEREAS, in order to ensure that the Dawson County Commission and School Board Districts (the “Districts”) remain as nearly equal to each other in population as possible, it is necessary to reapportion the Districts based on the 2020 U.S. Census; and

WHEREAS, in accordance with O.C.G.A. § 28-1-14.1, the Georgia Legislative and Congressional Reapportionment Office has drawn a plan to revise the Districts entitled “DawsonCCSB-Draft1-2021” (the “Plan”); and

WHEREAS, the Board of Commissioners of Dawson County has reviewed the Plan and determined that the Plan appropriately balances the population of the Districts while remaining contiguous, compact, and complying with all state and federal laws.

THEREFORE, BE IT RESOLVED that, in the interests of the health, safety, and general welfare of the citizens of Dawson County, Georgia, the Board of Commissioners of Dawson County hereby endorses Reapportionment Plan “DawsonCCSB-Draft1-2021” for the Dawson County Commission and School Board Districts.

BE IT FURTHER RESOLVED that the Board of Commissioners of Dawson County hereby requests its local delegation to the Georgia General Assembly to draft and sponsor local

legislation adopting Reapportionment Plan “DawsonCCSB-Draft1-2021” for the Dawson County Commission and School Board Districts; and

BE IT FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement this resolution.

SO RESOLVED AND ADOPTED, this ____ day of _____, 2021, by the Dawson County Board of Commissioners.

DAWSON COUNTY BOARD OF COMMISSIONERS

Billy Thurmond, Chairman

Sharon Fausett, Member

Chris Gaines, Member

Tim Satterfield, Member

Emory Dooley, Member

Attest:

Clerk to the Board