

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - TUESDAY, APRIL 24, 2018
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Request for Merit Salary Increase for Chief Appraiser Kurt Tangel- Sam Guthrie and Jim Perdue, Board of Tax Assessors
2. Presentation of Year End Budget Request for Juvenile Court- Vickie Neikirk, Chief Financial Officer
3. Presentation of IFB #314-18 - Ram 5500 4x4 Crew Cab Dump Flatbed Work Truck for Public Works- Fleet Director Shannon Harben / Purchasing Manager Melissa Hawk
4. Presentation of IFB #313-18 - Milling Machine Rental Services- Public Works Director David McKee / Purchasing Manager Melissa Hawk
5. Presentation of IFB #311-18 - Paver Special Lowboy- Public Works Director David McKee / Purchasing Manager Melissa Hawk
6. Presentation of Proposed Misdemeanor Probation Contract Addendum- Lynn Frey, County Attorney
7. Presentation of Resolution Requesting Speed Limit Reductions from the Georgia Department of Transportation on State Highways Within the City of Dawsonville- Lynn Frey, County Attorney
8. Presentation of Board Appointment:
 - a. Parks & Recreation Board**
 - i. Heather Tierney- *reappointment* (Term: May 2018 through December 2023)
9. County Manager Report
10. County Attorney Report

Backup material for agenda item:

1. Presentation of Request for Merit Salary Increase for Chief Appraiser Kurt Tangel- Sam Guthrie and Jim Perdue, Board of Tax Assessors



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Tax Assessors

Work Session: 4-24

Prepared By: Sam Gutwene

Voting Session: 8-3

Presenter: Sam & Jim Perdue

Public Hearing: Yes No

Agenda Item Title: Merit Salary Increase

Background Information:

Kurt Tangel is the Dawson County Chief Appraiser and holds the state title of Appraiser 4. He has been a county employee for 12 years and Chief Appraiser for 5 years. He is very well regarded by the Dept. of Revenue.

Current Information:

Kurt's present salary is \$68,000 and based on the salary of other dept heads he is near the bottom. A 12% increase would put up around the middle of the group of other dept. heads. Since Kurt does most of our legal work, we have it in our budget.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: to approve

Department Head Authorization: _____

Date: 4-11-18

Finance Dept. Authorization: Vicki Nisbett

Date: 4-17-18

County Manager Authorization: SA

Date: 4-17-18

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

2. Presentation of Year End Budget Request for Juvenile Court- Vickie Neikirk, Chief Financial Officer



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 4/24/18

Prepared By: Vickie Neikirk

Voting Session: 5/3/18

Presenter: Vickie Neikirk

Public Hearing: Yes _____ No x

Agenda Item Title: 2017 Year End Budget Amendment

Background Information:

State law requires that all governmental funds (at the department level) are to be at or under budget at the end of the fiscal year. If a department is found to be over budget, a finding is issued by the auditors. At the end of 2017, an amendment is needed for Juvenile Court.

Current Information:

The Juvenile Court budget was amended during 2017, but because of increased case load and the requirement that each child have an attorney, the cost was more than what was budgeted. An amendment of \$6,463 is needed in order to put the departmental budget in a positive position for 2017. The budget adjustment will come from contingency.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2600	521201-000			\$6,463.00	

Recommendation/Motion: To approve the amendment of \$6,463 to the Juvenile Court budget for the year ending 2017

Department Head Authorization: Vickie Neikirk

Date: 4.16.18

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: DH

Date: 4/17/2018

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

3. Presentation of IFB #314-18 - Ram 5500 4x4 Crew Cab Dump Flatbed Work Truck for Public Works- Fleet Director Shannon Harben / Purchasing Manager Melissa Hawk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet

Work Session: 04/24/2018

Prepared By: Melissa Hawk

Voting Session: 05/03/2018

Presenter: Shannon Harben/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB #312-18 Ram 5500 4x4 Crew Cab Dump Flatbed Work Truck for Public Works – Roads Department - Rebid Presentation

Background Information:

During the Fiscal Year 2018 budget process, \$700,000 was approved from the SPLOST VI tax revenue to be spent on Public Works equipment. The current F700 dump truck with 152,654 IN was approved to be surplusd at the March 15, 2018, voting session.

Current Information:

An IFB was released on March 14, 2018, for the aforementioned item, no bids were received. A re-bid IFB was released on March 29, 2018. One bid was received at the April 12, 2018, opening in the amount of \$56,306 from Don Jackson Chrysler Dodge Jeep Ram.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	542100	\$700,000.00	\$223,599.00	\$56,306.00	\$167,293.00

Recommendation/Motion: To accept the bid received and to issue a Purchase Order to Don Jackson Chrysler Dodge Jeep Ram for the procurement of a dump flatbed work truck in the amount of \$56,306.

Department Head Authorization: Shannon Harben

Date: 04/12/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 4/17/18

County Manager Authorization: DH

Date: 4/17/2018

County Attorney Authorization:

Date:

Comments/Attachments:

Presentation

IFB #312-18 RAM 5500 4X4
CREW CAB DUMP FLATBED
WORK TRUCK FOR PUBLIC
WORKS – ROAD DEPARTMENT

WORK SESSION APRIL 24, 2018



Background

- ▶ During the FY2018 Budget process, the Board of Commissioners approved the expenditure of SPLOST VI funds in the amount of \$700,000.00 by the Public Works Department for equipment in accordance to the resolution.
- ▶ The Board of Commissioners approved the current Ford F700 dump truck with 152,654 IN, to be surplusd at the March 15, 2018 voting session.
- ▶ Researched on-line at Ram Trucks – Build & Price website to create a price comparison. The estimated base price is \$57,845 plus estimated price of \$7,082.00 for the Knapheide Dump Bed.
- ▶ Bid according to policy

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **1 bids received**

Product Description

- ▶ **GVW Rating – 19,500 pounds**
- ▶ **White to match current Fleet colors**
- ▶ **Purpose:**
 - ▶ **Haul materials for various projects of the County**
 - ▶ **Haul waste produced at various projects by the County**



- ▶ **Underbody
Toolbox**



Pricing

Don Jackson Chrysler Dodge Jeep Ram	
2018 Ram 5500 4x4 Crew Cab Dump Flatbed Work Truck	Vehicle Pricing (Quantity – 1 EA)
Base Price	\$48,806.00
All additional add-ons/options	\$7,500.00
BASE + Additional Equipment Price TOTAL PRICE	\$56,306.00
Delivery time from order	Within 2 weeks of order
FOB Charge	\$0.00
WARRANTY (Circle one)	<input checked="" type="checkbox"/> Comply <input type="checkbox"/> Does not Comply
Cut-Off Date for Purchase Order	N/A
Miles on Vehicle	56
Year of Vehicle	2018
Warranty Work to Be Performed By: <u>Knapheide Truck Equipment Center</u> Contact Name: <u>Mike Prince</u>	
Phone Number: <u>770-842-0564</u> Address: <u>2570 N. Expressway, Griffin, GA 30223</u>	

Recommendation

Staff respectfully requests the Board to accept the bid received and to issue a Purchase Order to Don Jackson Chrysler Dodge Jeep Ram for the procurement of a dump flatbed work truck in the amount of \$56,306.00. Total funds to come from SPLOST VI in accordance with SPLOST VI Resolution.

Backup material for agenda item:

4. Presentation of IFB #313-18 - Milling Machine Rental Services- Public Works Director David McKee / Purchasing Manager Melissa Hawk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 04/24/2018

Prepared By: Melissa Hawk

Voting Session: 05/03/18

Presenter: David McKee/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB #313-18 Milling Machine Rental Services Presentation

Background Information:

The Public Works – Roads Department has had the need to rent various sized milling machine with crew to prepare the roads for repairs from time to time each year. This work is random resulting in Public Works requirement to request unsealed quotes. A consensus was taken and a decision was made to release an IFB to create an on-call milling machine rental service contract to better facilitate the needs of the department.

Current Information:

The Purchasing Department released an IFB for services on March 14, 2018. Pricing was requested for three (3) different sized milling machines with crew to operate the equipment. A fourth (4th) sized milling machine pricing was received as well. 2 bids were received.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Various	4220	Various	Depending on Project			

Recommendation/Motion: To accept the offers submitted for the IFB #313-18 Milling Machine Rental Services and award a contract to Griffin Contracting as the primary contractor and Allied Paving as the secondary contractor for a one (1) year term with two (2) optional renewal year terms.

Department Head Authorization: David McKee

Date: 04/12/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 4/17/18

County Manager Authorization: DH

Date: 4/17/2018

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation

IFB #313-18 Milling Machine Rental Services

WORK SESSION 04/24/2018



Background

- ▶ Bid according to policy.
- ▶ Standard Service Contract
 - ▶ Term – Award date through December 31, 2018
 - ▶ Up to two (2) renewal option years
 - ▶ No guaranteed minimum/maximum value for the contract.
 - ▶ County to award a primary and a secondary contract to guarantee service availability
 - ▶ Primary contract awarded to the lowest combined overall price.

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry (GPR)
- ▶ Emailed notification through Vendor Registry (VR)
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notified previous vendors
- ▶ **2 bids received**

Scope of Work

- ▶ Services shall consist of but, not limited to:
 - ▶ Provide the milling machine rental services as requested typically w/ a two (2) week notice
 - ▶ County reserved the right to retain ability to request the machine services w/ no less than a seventy-two (72) hours of notice to the Contractor
 - ▶ Provide the proper number of crew to complete the requested task
 - ▶ Warranty concrete against failure for a period of one (1) year after installation

Cost Proposals

Item No.	Description	Unit of Measure	Allied Paving Contractors	Griffin Contracting
			Unit Price	Unit Price
1	Mobilization	EA	\$1,000.00	\$2,000.00
2	1/2 Milling Machine w/Crew	DAY	No Bid	\$4,200.00
3	2' Milling Machine w/Crew	DAY	No Bid	\$3,600.00
4	6' Milling Machine w/Crew	DAY	\$5,500.00	\$4,200.00
			Point of Contact Info:	Point of Contact Info:
			Bryan Jones	Troy Davis
			Bjones@paveone.com	troy@griffincontracting.com
			706-693-4042	912-965-0111
				* 1 day rental shall not exceed a 10 hour day
				4' Mill Head - \$3,800.00 per day

Recommendation

Staff respectfully requests the Board to accept offers received for IFB #313-18 Milling Machine Rental Services and award a contract to Griffin Contracting as the primary contractor and Allied Paving as the secondary contractor for a one (1) year term with two (2) optional renewal year terms.

Backup material for agenda item:

5. Presentation of IFB #311-18 - Paver Special Lowboy- Public Works Director David McKee / Purchasing Manager Melissa Hawk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 04/17/2018

Prepared By: Melissa Hawk

Voting Session: 05/03/2018

Presenter: David McKee/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB #311-18 Paver Special Lowboy for Public Works Presentation

Background Information:

The BOC approved \$700,000 to be spent from the SPLOST VI revenue on February 1, 2018, on Public Works equipment. The county currently contracts with heavy equipment movers to transport machinery from site to site for the Public Works staff to perform duties. If a mover is not available the staff is must drive equipment causing undue wear and tear and hours/mileage.

Current Information:

An IFB was released for a lowboy trailer, which received 2 bids. The lowest, most responsive and responsible bidder is Tractor & Equipment Company (TEC), which matched the requested manufacturer and model – Etnyre – P3 Trailer in the amount of \$79,350.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	542100	\$700,000.00	\$302,949.00	\$79,350.00	\$223,599.00

Recommendation/Motion: To accept bids received for IFB #311-18 Paver Special Lowboy Trailer for Public Works – Roads Department and to issue a purchase order for procurement of same in the amount of \$79,350 to Tractor & Equipment Company.

Department Head Authorization: David McKee

Date: 04/12/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 4/17/18

County Manager Authorization: DH

Date: 4/17/2018

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation

IFB #311-18 PAVER SPECIAL LOWBOY TRAILER FOR PUBLIC WORKS – ROAD DEPARTMENT

WORK SESSION APRIL 24, 2018



Background

- ▶ During the FY2018 Budget process, the Board of Commissioners approved the expenditure of SPLOST VI funds in the amount of \$700,000.00 by the Public Works Department for equipment in accordance to the resolution.
- ▶ The staff currently moves its heavy equipment from site to site by contracting with a transport company or drives the equipment to the site. The procurement of this equipment will remove this undue wear and tear and hours/mileage on the heavy equipment owned by the County.
- ▶ Bid according to policy

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **2 bids received**

Item Description

- ▶ Load capacity – 55 tons distributed
- ▶ Hydraulic Gooseneck
 - ▶ Removable High lift
- ▶ Three axles
- ▶ Auto/manual air ride suspension
- ▶ Wood-filled adjustable front
Folding ramps



- ▶ Purpose: Used to move heavy equipment from each job site which will save drive time, staffing time and unnecessary wear on the equipment prolonging its life.

Pricing

ITEM DESCRIPTION	Holden Industries, Inc.	Tractor & Equipment Company (TEC)
Paver Special Lowboy Trailer	Vehicle Pricing (Quantity – 1 EA)	Vehicle Pricing (Quantity – 1 EA)
Manufacturer, Model	Holden - HPD55	Etnyre - RTN55ETD3-PS Trailer
Base Price	\$81,439.00	\$79,350.00
Estimated Delivery Time	120 days	30 days from PO Number
FOB Delivery Charge:	Delivered	N/A \$0.00
Total Cost:	\$81,439.00	\$79,350.00
Warranty Coverage:	1 year all parts and labor	1 year from date of delivery
Warranty Work to Be Performed By:		
Company Name:	County Boy Trailer	Tractor & Equipment Company
Contact Name:	Rob Brook	Andrew Pettit
Address:	1550 Atlanta Highway Cumming, GA 30040	160 Robinson Road Calhoun, GA 30701
Phone Number:	800-488-4487	706-879-6200

Recommendation

Staff respectfully requests the Board to accept bids received for IFB #311-18 Paver Special Lowboy Trailer for Public Works – Roads Department and to issue a Purchase Order for procurement of same in the amount of \$79,350.00 to Tractor & Equipment Company. Total funds to come from SPLOST VI in accordance with SPLOST VI Resolution.

Backup material for agenda item:

6. Presentation of Proposed Misdemeanor Probation Contract Addendum- Lynn Frey,
County Attorney



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Attorney

Work Session: 04.24.18

Prepared By: Lynn Frey

Voting Session: 05.03.18

Presenter: Lynn Frey

Public Hearing: Yes No

Agenda Item Title: Proposed Misdemeanor Probation Contract Addendum

Background Information:

The Georgia Department of Community Supervision’s (DCS) Misdemeanor Probation Oversight Unit (MPOU) has reviewed the Contract for Probation Supervision and Rehabilitation Services, which was executed by and between Dawson County and Northeast Georgia Probation Services Inc. (NGPSI) in 2017 and requires that we modify the contract’s period of service (See attached DCS contract emo).

Current Information:

According to DCS Board Rules, misdemeanor probation contracts must contain, “Default and contract termination procedures with specific expiration date not to exceed 5 years unless authorized by statute.” Attached is a contract addendum for the county’s review and execution. The addendum has already been reviewed by Trial Court Administrator Reggie Forrester and signed by Chief Judge Andrew Fuller, Judge Jennifer Burt and NGPSI’s president. A copy of the current contract also is attached.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve Misdemeanor Probation Contract Addendum

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: NJ

Date: 4/19/18

County Manager Authorization: DH

Date: 4/19/2018

County Attorney Authorization: MLF

Date: 04/19/18

Comments/Attachments:



Nathan Deal
Governor

Department of Community Supervision

2 Martin Luther King, Jr. Drive SE
Suite 458, Balcony Level, East Tower
Atlanta, Georgia 30334
www.dcs.georgia.gov



Michael W. Nail
Commissioner

January 17, 2018

TO: Keith Ward, Director
Professional Probation Services Inc.

FROM: John Coar, Compliance Monitor
Misdemeanor Probation Oversight Unit

REF.: Dawson County Superior Court Service Agreement

A thorough review of the PPS/NGPSI- Dawson County Superior Court service agreement was conducted and it was found to be:

Aligned with Service Agreements Standards for 2018 (rule 102-2-.08)

Not aligned with Service Agreements Standards for 2018 (rule 102-2-.08) (Please see below)

These requirements must be met as of Jan 31, 2018

Missing items and/or specific areas of noncompliance:

-There should be a specific expiration date on the service agreement (specifically not to exceed 5 years) without having an unlimited automatic renewal in place.

Cc: Barbara Neville, Director

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 8th day of February, 2017, by and between Dawson County, Georgia (hereinafter referred to as the "County") and Northeast Georgia Probation Services, Inc. (hereinafter referred to as "NGPSI"), upon the request and consent of the Chief Judge 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 NGPSI 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, NGPSI 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 NGPSI 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 NGPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Superior and Probate Courts.

SCOPE OF SERVICES

NGPSI 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 standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between NGPSI 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 NGPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. NGPSI 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.
- 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 NGPSI 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.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. 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 Court. Those offenders the Courts shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Courts. NGPSI shall prioritize the collection of restitution before the collection of fines and probation fees. NGPSI 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.
- 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 cost collected from the offenders.
- Q. The Courts shall assist NGPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for NGPSI to conduct pre-sentence or probationer investigations as may be requested. NGPSI 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. NGPSI 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.
- S. NGPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. NGPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.
- U. NGPSI 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 Court. 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. NGPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Courts. NGPSI will maintain records of community service participation and completion.
- W. NGPSI 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. NGPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. NGPSI shall conduct on-site drug and alcohol screens as determined necessary by the Courts, the costs for which 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 courts' 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 so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.

- Z. NGPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Courts. NGPSI 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 15th day of January, 2017, and shall continue with a specific expiration date of the 31st day of December, 2017, which shall be the anniversary date of this contract. 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 within 30 days of the current term's expiration in accordance with O.C.G.A. §36-60-13.

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 obligation of the County. The County shall have no obligation for fees incurred during this contract term and none in 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 NGPSI, the County shall notify NGPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, NGPSI 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 NGPSI in performing services pursuant to this Contract. If NGPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare NGPSI in default and this Contract shall be declared terminated upon receipt by NGPSI of notice thereof. NGPSI 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 NGPSI, 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 NGPSI 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 NGPSI, take possession of all records and other documents generated by NGPSI in connection with this Contract, and the County may use the same in the performance of the services described herein. NGPSI agrees to surrender peacefully said records and documents. The County shall provide NGPSI with a written receipt of those items over which the County assumes exclusive control. NGPSI 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 NGPSI 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 NGPSI's representative, to all NGPSI'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.

INSURANCE

NGPSI 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 NGPSI, neither the County nor the Courts shall be liable to NGPSI, or to anyone who may claim a right resulting from any relationship with NGPSI, for any negligent act or omission of NGPSI, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, NGPSI 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 NGPSI, including wrongful criminal acts of NGPSI, or NGPSI's employees, agents, or representatives. Further, the County is to be named as an additional named insured on NGPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by NGPSI are professional services unique to NGPSI and are therefore not transferable or assignable without prior consent of the County and the 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

As to NGPSI: John C. Cox, President
Northeast Georgia Probation Services, Inc.
81 Crown Mountain Place, Suite C, Unit 500
Dahlonega, Georgia 30533

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 NGPSI.

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

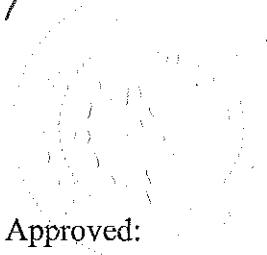
Dawson County Board of Commissioners

BY: 
Billy Thurmond, Chairman

Northeast Georgia Probation Services, Inc.

BY: 
John C. Cox, President

(Corporate Seal)



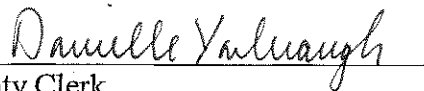
Approved:

Dawson County Superior Court

BY: 
C. Andrew Fuller, Chief Judge

Dawson County Probate Court

BY: 
Jennifer Burt, Judge

BY: 
County Clerk

(County Seal)

NGPSI

Specifications for Services

Pay-Only Probation Supervision	\$38.00 per month Pay-only probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Courts.
Basic Probation Supervision	\$38.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Courts
Pre-Trial/Diversion Supervision	\$38.00 per month
Under the Influence Alcohol Course (for adults)	\$75.00
Alcohol-Wise JV Course (for juveniles)	\$75.00
Marijuana 101 Drug Education Course (for adults)	\$75.00
Marijuana 101 JV Drug Education Course (for juveniles)	\$75.00
STOPLifting Course (for adults)	\$75.00
STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Electronic Monitoring	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
On-Site, Standard Multi-Panel Drug Screen	\$20.00
ETG Screens	\$35.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the NGPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Domestic Violence Workshop	No Cost referral to a Certified Treatment Provider
Anger Control Workshop	No Cost referral to a Certified Treatment Provider
Youthful Offender Workshop	No Cost referral to a Certified Treatment Provider
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the County, and Naming the County as an Additional Insured	No Cost – Professional and General Liability

State of Georgia
County of Dawson

**ADDENDUM TO CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES BY AND BETWEEN
DAWSON COUNTY, GEORGIA AND NORTHEAST GEORGIA
PROBATION SERVICES, INC.**

WHEREAS, Dawson County and Northeast Georgia Probation Services, Inc. (NGPSI) have heretofore entered into a Contract bearing the date of February 8, 2017, for Probation Supervision and Rehabilitation Services pursuant to which the County has retained NGPSI to coordinate and provide certain probation services to the Dawson County Superior and Probate Courts; and

WHEREAS, Dawson County and NGPSI desire to amend the terms of said Contract;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dawson County and NGPSI do hereby enter into this Addendum of said Contract and hereby incorporate this Addendum into said Contract:

Modification of the Period of Service

This Addendum shall serve as a modification of the language describing the period of service contemplated by the original Contract as follows:

The performance of the aforementioned services shall be controlled by this Addendum commencing on April 1, 2018, and shall continue with a specific expiration date of midnight December 31, 2018, which is the close of the calendar and the Dawson County fiscal year. The contract shall terminate absolutely and without further obligation on the part of the County at midnight of that date unless renewed in accordance with the terms of this Addendum. Any renewals of the Contract shall likewise expire at midnight of December 31st of each renewal year. The Contract shall automatically renew for specific one year terms each year on January 1, 2019, and on January 1st of each year immediately following in the event there has been no termination prior to December 31st of the renewal year. There may be up to four auto renewals of the contract in accordance with the foregoing terms, such that if the Contract is renewed each year the final renewal shall be for calendar/fiscal year 2021, and shall expire and terminate on December 31, 2021, unless otherwise terminated at an earlier time.

The automatic renewal provided for above shall occur, and the Contract shall continue under the same terms and conditions of the written Contract and this Addendum, unless written notice of non-renewal is directed to the other party not less than thirty (30) days prior to the current term's normal December 31st expiration. Said renewals may continue for a maximum of four renewal periods.

Notwithstanding anything else herein, either party may terminate this contract upon thirty (30) days' written notice with or without cause. The County may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of NGPSI, or filing of a voluntary or involuntary case in bankruptcy or for receivership.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this ____ day of _____, 2018.

Dawson County Board of Commissioners

Northeast Georgia Probation Services, Inc.

By: _____

By: _____

Billy Thurmond, its Chairman

John C. Cox, President

Approved by the Dawson County Superior Court:



Hon. C. Andrew Fuller, Chief Judge

Approved by the Dawson County Probate Court:



Hon. Jennifer Burt, Chief Judge

Attest: _____

Kristen Cloud, County Clerk

Backup material for agenda item:

7. Presentation of Resolution Requesting Speed Limit Reductions from the Georgia Department of Transportation on State Highways Within the City of Dawsonville- Lynn Frey, County Attorney



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Attorney

Work Session: 04.24.18

Prepared By: Lynn Frey

Voting Session: 05.03.18

Presenter: Lynn Frey

Public Hearing: Yes No

Agenda Item Title: Resolution Requesting Speed Limit Reductions from the Georgia Department of Transportation on State Highways Within the City of Dawsonville

Background Information:

The city of Dawsonville has requested that Dawson County support its application to the Georgia Department of Transportation to lower the speed limit on some state roads within the city limits. The city council has approved a resolution to support its efforts, and it is my understanding that the Dawson County Board of Education will support the city's application.

Current Information:

The accompanying resolution would lend the county's support to the city's efforts.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To adopt this resolution

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: NJ

Date: 4-19-18

County Manager Authorization: DH

Date: 4/19/2018

County Attorney Authorization: MLF

Date: 04/19/18

Comments/Attachments:

**A RESOLUTION OF THE DAWSON COUNTY BOARD OF COMMISSIONERS
REQUESTING SPEED LIMIT REDUCTIONS FROM THE GEORGIA DEPARTMENT
OF TRANSPORTATION ON CERTAIN STATE HIGHWAYS LOCATED WITHIN THE
CITY LIMITS OF DAWSONVILLE, IN DAWSON COUNTY**

WHEREAS, it is the desire of the Dawson County Board of Commissioners to see safe and orderly movement of both pedestrian and vehicular traffic through the County and through the City of Dawsonville;

WHEREAS, over the past decade the City has experienced significant growth in population;

WHEREAS, as a consequence of and to accommodate that growth, the Dawson County Board of Education has erected two new schools (Dawson County High School and Dawson County Middle School) and done improvements and renovations to the existing Elementary School (Robinson), and Lanier Tech has opened a campus in the City resulting in increased vehicular and pedestrian school traffic;

WHEREAS, portions of State Highway 9 and State Highway 53 go through the City limits in areas that are increasingly populated with pedestrians and in particular by school children as well as by vehicles including school buses;

WHEREAS, the Board of Commissioners are of the view that public safety would be increased by reduction of speed limits on the state highways in the City that are adjacent to areas of increased growth and development that are in need of both sidewalks and crosswalks; and

WHEREAS, the Mayor and Council of the City of Dawsonville, Georgia, requested the Georgia Department of Transportation to reduce speed limits on State Highway 9 and State Highway 53 in the City limits in the following locations:

Highway 9 North- Reduce the speed limit from 45 mph to 35 mph beginning at Bruce Road (just north of First Baptist Church) and traveling south to the intersection with Highway 53 (stop sign).

Highway 9 South- Reduce the speed limit from 45 mph to 35 mph beginning approximately ¼ mile south of Perimeter Road (near Dawsonville Florist) and traveling north to the intersection with Highway 53 (historic courthouse round-about).

Highway 53 East- Reduce the speed limit from 45 mph to 35 mph beginning at Acorn Road (approximately ¼ mile east of Perimeter Road) and traveling west to the intersection with Highway 9 (stop sign).

Highway 53 West- Reduce the speed limit from 45 mph to 35 mph beginning at Creekstone Lane and continuing to the east until it reduces to 25 mph at the present location near Maple Street.

NOW, THEREFORE, BE IT RESOLVED, that the Dawson County Board of Commissioners does hereby endorse and respectfully urge the Georgia Department of Transportation to approve the request made by the City of Dawsonville and reduce the said speed limits accordingly.

SO RESOLVED, upon motion duly made and approved this ____ day of _____, 2018.

Billy Thurmond, Chairman

Attested to:

Kristen Cloud, County Clerk

(seal)

Vote: ____ Yea
 ____ Nay

Backup material for agenda item:

8. Presentation of Board Appointment:

a. Parks & Recreation Board

- i. Heather Tierney- *reappointment* (Term: May 2018 through December 2023)

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 Park Board

Name Heather Tierney

Home Address 11 Scarlet Oak Lane

City, State, Zip Dawsonville, GA 30534

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number _____ Alternate Number _____

Fax Telephone Number _____

E-Mail Address heather@bestnetga.com

Additional information you would like to provide:

I've served on the park board for a number of years. I've truly enjoyed serving Dawson County and would love to continue my board appointment for another term.

Signature Heather Tierney dotloop verified
03/19/18 5:32PM EDT
HGJ-1L1L-MJMQ-1151 Date 03/19/2018

Please note: Submission of this application does not guarantee an appointment.

Return to: **Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2335
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3504**