

# PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday October 5, 2021, at 9:00 a.m. in the Hearing Room of the Murray County Annex. The public is invited and encouraged to attend.

## TENTATIVE AGENDA

1. Call to Order
2. Approval of Minutes of Prior Meetings
3. Approval of Agenda
4. New Business
  - A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes
  - B. Agreement: Georgia Probation Services, Inc. to provide probation services to Murray County Superior Court; all fees paid by defendants
  - C. Disposal of surplus inventory
  - D. American Rescue Plan Act: Overview

Adjourn  
Commissioner Available for Questions or Comments

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday October 5, 2021 at 9:00A.M. in the hearing room of the Murray County Annex.**

**Commissioner Hogan called the meeting to order and welcomed those in attendance.**

**Under new business the following items were addressed and approved.**

## A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes (documents are stored in the 2021 Auxiliary Files)



### MURRAY COUNTY COMMISSIONER'S OFFICE

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705  
Telephone 706-517-1400 • Fax 706-517-5193  
www.murraycountoga.org

October 5, 2021

Mr. David McDaniel  
1975 Hwy. 52 East  
Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting September 22, 2021.

Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the September 22, 2021 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

Greg Hogan,  
County Commissioner

### AMENDMENT TO THE CODE OF MURRAY COUNTY

#### STATE OF GEORGIA

#### COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend the Murray County Code, and

WHEREAS, the Commissioner of Murray County finds such amendments to be useful, necessary, and proper, and protective of the environment, and the health, welfare, and safety of the public, and

NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that the Murray County Code be amended as follows:

*Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VII, Buffer Requirements, Sec. 7.1 Buffer requirements between commercial livestock operations and residential uses, and illustration shall be amended to read as follows:*

When a property located within the Commercial Agriculture District proposes to engage in a Confined Feeding Operation (CFO) adjacent to properties located within the Rural Residential, Suburban Residential, Multi-Family, Manufactured Home Park, Neighborhood Commercial, Highway Commercial and Industrial land use districts, or if properties located within these districts propose to develop adjacent to a CFO, either property or both properties (when both are initially undeveloped) will be subject to a 500-foot building or use setback including a 150-foot vegetated buffer from all adjoining property lines, regardless of land use district, as outlined in sections 7.4 and 7.5. This vegetated buffer shall extend along the entire portion of the property line abutting the CFO and extend 100 feet in each direction as shown in the following illustration. Visual Buffers that utilize natural vegetation or plantings, shall be of a size and thickness sufficient to provide a visual barrier between the CFO within 12 months from the completion of construction of the CFO. The use of existing vegetation is encouraged.

*Under Appendix B, Zoning, Article VIII, Supplementary Regulations, Sec. 8.2-10 Odor, Dust, Pest, Water Supply Plan and Litter Control/Remediation Plan, shall be amended and shall read as follows:*

8.2-10 Odor, Dust, Pest, Water Supply Plan and Nutrient Management Plan. The Producer (owner or operator) shall submit plans for Odor, Dust, Pest, Water Supply Plan and Nutrient Management Plan for review 30 days prior to filing for a rezone or permit. Such plans, as approved by the Murray County Land Use Planning Commission, shall remain in effect and enforceable for the life of the approved Confined Feeding Operation.

*Under Appendix B, Zoning, Article VIII, Supplementary Regulations, Sec. 8.2-11 (8) shall be amended to read as follows:*

(8) Prominent drainage features, such as lakes, depressions, streams, environmentally sensitive areas: location of major river corridors, water supply watersheds, groundwater recharge areas, wetlands, the boundary and elevation of the 100-year floodplain, as determined by past history of flooding or the best available data, and location of receiving waters, etc. which may affect the CFO design, shall be shown.

*Under Appendix B, Zoning, Article VIII, Supplementary Regulations, Sec. 8.2-12 Permit, shall be added and shall read as follows:*

8.2-12 Application/Permit. Proof of contract or commitment shall be required before zoning applications or building permits will be considered.

SO ORDAINED AND EFFECTIVE, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Greg Hogan, Sole Commissioner

Attest: \_\_\_\_\_  
Tommy Parker, Clerk

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By: \_\_\_\_\_  
Greg Hogan, Sole Commissioner

Attest: \_\_\_\_\_  
Tommy Parker, Clerk

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## MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,  
Chatsworth, Georgia 30705  
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893  
[dmcdaniel@murraycountygov.com](mailto:dmcdaniel@murraycountygov.com)

September 22, 2021

Mr. Greg Hogan  
Murray County Commissioner  
121 N. 4th Avenue  
Chatsworth, GA. 30705

Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of September 21, 2019. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

David McDaniel



## MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,  
Chatsworth, Georgia 30705  
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893  
[dbarnes@murraycountygov.com](mailto:dbarnes@murraycountygov.com)

Minutes

Murray County Land Use Planning Commission Meeting  
September 21, 2021

The Chairman, David McDaniel, called the meeting to order at 7:00 pm, September 21, 2021. Other members present were Heath Harrison, Terry Wilson, Edward Dunn, Dick Barnes, Land Use Administrator and Debra Ellis, Land Use Secretary.

The first order of business on the agenda was to approve the agenda. Mr. Harrison made the motion to approve the agenda as written. Mr. Wilson seconded the motion.

The next order of business was to approve the Minutes of the last meeting. Mr. Dunn made the motion to approve the Minutes as written. Mr. Harrison seconded the motion. The motion carried.

There was no Old Business. New business was next on the agenda.

Item 1 of new business was the Re/Classification of property from AG to RR, located in Land Lot 237, District 8, located at Sosbee Road; consisting of 1.5 acres, owned by Stephan Catlett. The Chairman asked if Ms. Catlett was present. Ms. Catlett was present. Mr. McDaniel asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. The Chairman asked Mr. Barnes if this proposal was in order for granting. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated the property is 62.9 acres and Ms. Catlett surveyed 1.5 acres out of the property to use as collateral for a loan. He stated approval is recommended. Mr. McDaniel opened the public hearing and asked Ms. Catlett to proceed with her presentation.

Ms. Catlett stated she would like to have the property rezoned to Rural Residential in order to use it as collateral for a loan to build a house.

The Chairman thanked Ms. Catlett for her presentation. Mr. McDaniel asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. He asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve this proposal. Mr. Wilson seconded the motion. The motion carried.

Item 2 of new business was the Re/Classification of property from RR to AG, located in Land Lot 301, District 9, located at Smyrna Church Road; consisting of 9.42 acres, owned by China Dianne Dunn. The Chairman asked if Mrs. Dunn was present. Mrs. Dunn was present. Mr. McDaniel asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. The Chairman asked Mr. Barnes if this proposal was in order for granting. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated this proposal more than meets the minimum requirements to be zoned Agriculture. He stated Mrs. Dunn would like to rezone the

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property so she can put a mobile home on it without having to survey a portion out for the mobile home. He further stated approval is recommended. Mr. McDaniel opened the public hearing and asked Mrs. Dunn to proceed with her presentation.

Mrs. Dunn stated she would like to put a mobile home on the property for her father-in-law without dividing it.

The Chairman thanked Mrs. Dunn for her presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Harrison made a motion to approve the proposal. Mr. Wilson seconded the motion. The motion carried.

Item 3, Discussion of the Amendment to Commercial Agriculture. Mr. Dunn made a motion to approve the Amendment to Commercial Agriculture. Mr. Harrison seconded the motion. The motion carried.

Item 4, RV Amendment. The Board addressed the Amendment, and the decision was made to table this item pending further review.

Mr. Harrison made the motion to adjourn the meeting. Mr. Wilson seconded the motion. The motion carried.

Respectfully Submitted,

  
Debra Ellis  
Land Use Secretary

## **B. Agreement: Georgia Probation Services. Inc. to provide probation services to Murray County Superior Court; all fees paid by defendants (documents are stored in the 2021 Auxiliary Files)**

In accordance with O.C.G.A. Section 42-8-101(b)(1), this Agreement shall be attached as an exhibit to documentation of the Governing Authority's approval to privatize probation services and the judge's express written consent to privatize probation services.

### Probation Services Agreement

This Agreement is made by and between the County of Murray (hereinafter "the County") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Superior Court of Murray County (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

#### SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

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

##### Responsibilities of Probation Services Contractor

1. Compliance with Statutes and Rules. Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. Any and all probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with any and all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws, and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the County shall, upon notification of a contradiction or conflict, make an amendment to bring the term, condition, stipulation, etc., into compliance with the law.

2. Records and Confidentiality. Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the County. Such reports, files, records and papers are and shall remain the property of the County and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to, the County, an auditor appointed by the County, the judge handling the case,

the Department of Audits and Accounts, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

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

4. Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall have at least one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Murray County so as not to place an undo burden on the probationers.

8. Reports. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (NOTE: GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CCEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to

the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVF, 2) restitution 3) Fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

#### 10. Access to Contractor Records.

A. All records shall be open to inspection upon the request of the County, the Court, the Department of Audits and Accounts, an auditor appointed by the County, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the Board of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

B. Fiscal Audit: Contractor shall allow any auditor hired by the County to annually audit its records and books pertaining to the services rendered to the court upon request.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

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

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance

with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

a. Offenders determined by the Court to have a significant financial hardship.

Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

b. A schedule of allowed Probation Fees shall be attached to the Contract as Exhibit A. Contractor may only charge fees found in Exhibit A.

c. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable.

d. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

e. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing.

1) If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

b. Contractor may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

c. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

d. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

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

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The County agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation

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

a. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.

b. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

c. Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.

d. Contractor may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

e. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.

f. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

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

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of

hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY  
In consideration for the services of Contractor, the Court shall provide the following:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned to supervision by Contractor unless the Court determines the probationer to be indigent. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Neither the Court nor the County shall be liable for payment of any supervision fee or any program fee of a probationer.

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

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, fax, telephone or email to Georgia Probation Services, Inc.

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

24. Period of Service. Contractor shall commence performance on November 1, 2021. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue

for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created as a result of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of the contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the County and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the County determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the County may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the County may declare the Contractor in default and may terminate this Agreement.

28. Time of the Essence of this Agreement.

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

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

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

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office.

The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.  
PO Box 906  
Trenton, GA 30752

County's Address: Murray County Commissioner's Office  
PO Box 1129  
Chatsworth, GA 30705

Court's Address: Honorable William T. Boyett  
PO Box 2582  
Dalton, GA 30722-2582

#### Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of CVEF and other surcharges.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON  
THE 20 DAY OF Sept 26, 2021

PBROBATION SERVICES CONTRACTOR: COUNTY:

By: <u>Tony M. Moreland</u> Name: <u>Tony M. Moreland</u> Title: <u>CEO</u> Date: <u>8/17/21</u>	By: <u>Greg Hogan</u> Name: <u>Greg Hogan</u> Title: <u>Sole Commissioner</u> Date: <u>08-24-2021</u>
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ATTEST:

By: <u>James D. Franklin</u> Name: <u>James D. Franklin</u> Title: <u>Secretary</u>
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(Seal)

APPROVED BY SENIOR JUDGE OF COURT

By: <u>William T. Boyett</u> Name: <u>Honorable William T. Boyett</u> Title: <u>Chief Judge</u> Date: <u>Sept 26, 2021</u>
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***C. Disposal of surplus inventory (documents are stored in the 2021 Auxiliary Files)***

**Murray County Government  
Disposal of Surplus Inventory**

The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result, these items have been declared surplus inventory by the Murray County Commissioner. Therefore, the Commissioner has directed the county's Financial Officer to dispose of these items to the highest bidder in the setting that would achieve the greatest financial benefit for the county, and that those proceeds be returned to the county's General Fund. In the event that no bids are received, or if the item is in such a state of disrepair that storage and handling would exceed any possible bid proceeds, then the item would be sold for salvage value or disposed of as waste.

**Surplus Property List:**

• Kubota M105S (K-1)	53642
• Kubota M105S (K-2)	53717
• Kubota M105S (K-3)	53722
• 1995 Chevrolet Blazer	1GNDT13W6SK221583

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Greg Hogan  
County Commissioner

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Tommy Parker  
County Manager

Date 10/05/2021

## **D. American Rescue Plan Act: Overview (documents are stored in the 2021 Auxiliary Files)**

### **Murray County Commissioner Meeting Tuesday October 5, 2021**

#### **Announcement**

The Law Enforcement and First Responder Supplement Program establishes a grant program using some of the state's American Rescue Plan Act funds and will be administered by the Governor's Office of Planning and Budget (OPB). The program will provide a \$1,000 one-time pay supplement for full-time public safety officers and first responders, including:

- State, local or education entity sworn law enforcement officers
- Criminal investigators and detectives
- Probation and parole officers
- Career firefighters (\$300 stipend for volunteer firefighters)
- Emergency medical technicians and paramedics
- Sheriffs and deputies
- Correctional and jail officers
- Bailiffs
- Fish and game wardens
- 911 communications officers and dispatchers

Local governments will apply on behalf of qualifying employees between October 1 and December 31. Payments will be based on the number of full-time public safety or first responder personnel working as of August 2021.

We are waiting on guidance regarding the final details for those that are eligible for the supplement. The portal at the Governor's Office of Planning and Budget is expected to open soon.

- Preliminary plans for Murray County's allocation:
  - PPEs
  - 1993 inmate housing unit renovation
    - Closed in 2013 when new housing unit opened.
    - The plans were to renovate; however, funds have not been available due to the 2008 recession
    - Needs new HVAC, plumbing and electrical updates, camera/access control system
    - Ventilation (HVAC) improvements in county buildings
    - Investments in water and sewer infrastructure
    - Investments in broadband infrastructure

Resources for more information and uses:

[www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)

[https://home.treasury.gov/system/files/136/FRF-Interim-Final-  
Rule.pdf](https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf)

<https://home.treasury.gov/policy-issues/coronavirus>

**ADJOURNMENT:**

Executed this 5th day of October 2021

**ATTEST:**

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**Tommy Parker, County Clerk**

**Greg Hogan, Commissioner**

**In Attendance: Greg Hogan, Tommy Parker, Billy Childers, Anthony Noles, Katie Hamrick**